

**THIS STAFF REPORT COVERS CALENDAR ITEM NO.: 10
FOR THE MEETING OF: April 19, 2007**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Approve a contract with Carter & Burgess, Inc. in the amount of \$1,680,000 to provide architectural and engineering design services for New Temporary Terminal Facilities.

SUMMARY:

On November 17, 2006, the TJPA issued a request for proposals (RFP) for a consultant to provide design services for New Temporary Terminal Facilities. On December 15, 2006, the TJPA received seven proposals in response to the RFP. A selection committee reviewed the proposals, evaluated strengths and weaknesses and scored the proposals. Based on the selection committee's evaluation of the seven proposals, the TJPA conducted interviews with four of the teams. Following interviews, the selection committee again evaluated strengths and weaknesses of the interviewed teams and scored their performance during the interviews. Carter & Burgess, Inc. had the highest overall score. Accordingly, staff requests that the TJPA Board enter into a contract with Carter & Burgess, Inc. for a maximum of \$1,680,000.00. The contract will remain in effect no later than one year after final completion of construction.

REPORT:

The Temporary Terminal will provide temporary replacement bus terminal facilities during the demolition of the existing terminal and the construction of the new multi-modal Transbay Transit Center. On November 17, 2006, the TJPA issued a Request for Proposals for Design Services for the Temporary Terminal (RFP).

The TJPA sent notice of the RFP to architectural and engineering design consultants known to professional design organizations, transportation organizations, Municipal Transportation Agency DBE outreach resource organizations, Department of Public Works plan rooms, the TJPA Technical Advisory Committee, and parties registering their interest in contract opportunities on the TJPA website.

The TJPA received seven written responses to the RFP:

1. Carter & Burgess, Inc.
2. DKS Associates
3. Kappe + Du Architects
4. Michael Willis Architects
5. Levy Design Partners Inc.
6. Robin Chiang & Company
7. VBN Architects

All seven firms met the minimum qualifications in the RFP. The Selection Committee evaluated the written responses using a numerical scoring system, and selected the top four scoring firms for interviews. Following the compilations of scores from the interviews, the Selection Committee recommended the firm with the overall top score, Carter & Burgess, for negotiation of a contract for Design Services.

The evaluation criteria in the RFP included: quality of introduction and executive summary; experience with transportation projects, minimum professional requirements; additional qualifications; representative design projects; staffing plan; additional professional qualifications and experience; and, references. Carter & Burgess demonstrated thorough transportation knowledge and experience; expertise in current traffic simulation modeling; understanding of project stakeholder involvement for operators and community; clear understanding of the design process through use of work plans and proposed workshops; understanding of way finding and signage. Carter & Burgess met or exceeded each RFP evaluation criteria.

Based on the Selection Committee's recommendation, staff negotiated a contract with Carter & Burgess, and the firm has signed the contract. The contract would be for a maximum of \$1,680,000.00. The contract includes schematic design, design development, construction document, bid, construction administration and warranty phases. The contract would remain in effect until the Architect completes the final warranty inspection of construction, which would be no later than one year after the final completion of construction. The proposed contract is Attachment 1.

RECOMMENDATION:

The Staff recommends that the Board authorize the Executive Director to execute the contract in the form attached to this report.

ENCLOSURES:

1. Contract with Carter & Burgess, Inc.
2. Resolution
3. Selection Committee Report

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, On November 17, 2006, the Transbay Joint Powers Authority (TJPA) issued a Request for Proposals for Design Services for the Temporary Terminal (RFP); and

WHEREAS, The TJPA received seven responses to the RFP that met all minimum requirements; and

WHEREAS, A selection committee comprised of technical experts awarded the firm Carter & Burgess, Inc. the highest score and recommended the firm for contract negotiations; and

WHEREAS, Staff has negotiated a contract with Carter & Burgess, Inc., and the firm has signed the contract; and

WHEREAS, Staff recommends that the TJPA Board approve the contract; now, therefore, be it

RESOLVED, That the TJPA Board authorizes the Executive Director to execute a contract for design services with Carter & Burgess, Inc. substantially similar in all respects to the document attached hereto, with only such minor changes as are necessary and approved by the Executive Director and Legal Counsel for a maximum compensation of \$1,680,000.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of April 19, 2007.

Secretary, Transbay Joint Powers Authority

Design Services For New Temporary Terminal Selection Committee Report

April 19, 2007



Transbay Transit Center

URS

TRANSBAY TRANSIT CENTER PROGRAM

Transbay Transit Center

Design Services for New Temporary Terminal Selection Committee Report

April 19, 2007

**Prepared for the
Transbay Joint Powers Authority**

**TRANSBAY TRANSIT CENTER PROGRAM
DESIGN SERVICES FOR NEW TEMPORARY TERMINAL FACILITIES
SELECTION COMMITTEE REPORT**

CONTENTS	PAGE
1. EXECUTIVE SUMMARY AND RECOMMENDATION	1
2. BACKGROUND	1
3. CONTRACT	1
4. RFP SCHEDULE	2
5. RFP OUTREACH	2
6. PROPOSAL REJECTION	2
7. SELECTION COMMITTEE MEMBERS	2
8. SELECTION COMMITTEE EVALUATION.....	3

ATTACHMENTS

Attachment A, RFP Announcement
Attachment B, Announcement Distribution List
Attachment C, RFP List of Respondents Meeting All Minimum Qualifications
Attachment D, Scoring Sheet for Written Proposals
Attachment E, Scoring Sheet for Interviews
Attachment F, Summary of Scores

REFERENCE

Request for Proposal for Design Services for New Temporary Terminal Facilities issued by the Transbay Joint Powers Authority on November 17, 2007.

TRANSBAY TRANSIT CENTER PROGRAM RELOCATION ASSISTANCE SERVICES SELECTION COMMITTEE REPORT

1. EXECUTIVE SUMMARY AND RECOMMENDATION

- a) In response to Request for Proposal 06-05 ("RFP") for Design Services for New Temporary Terminal Facilities ("Services"), seven proposals from firms meeting all minimum qualifications were received on December 15, 2006 before the 5:00 p.m. deadline. A selection committee convened on December 21, 2006 to evaluate the proposals. Interviews with the top scoring firms were conducted on January 4, 2007.
- b) Based on the criteria outlined in the RFP, the Selection Committee recommends that the TJPA negotiate a contract for Services with Carter & Burgess, Inc. ("Architect").

2. BACKGROUND

The Final EIS/EIR for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project identifies the need for a temporary bus terminal to allow relocation existing bus operations from the existing Transbay Terminal in order to facilitate demolition of the existing terminal and construction of the new multimodal Transbay Transit Center. These temporary facilities will be used by AC Transit, Greyhound Golden Gate Transit, and Muni during construction of the new Transit Center building.

The Temporary Terminal will be constructed on the block bounded by Main/Folsom/Beale/Howard streets (Assessor's Block No. 3739) and house the following key elements:

- Greyhound Lines Temporary Terminal building
- AC Transit Passenger Drop-Off/Pick-up Areas
- AC Transit Site Office
- Muni/Golden Gate Transit/WestCAT/SamTrans Passenger Drop-off/Pick-up/ and Staging Areas on perimeter streets
- Customer Service building

The Consultant will be responsible for establishing final layout and circulation for all components of the Temporary Terminal during design as part of the schematic design phase of the project.

A public solicitation process is required to secure the services of an architect/engineer team, consistent with the FTA requirements and TJPA policy.

3. CONTRACT

The contract with the architect/engineer team for Services is not expected to exceed \$1,680,000.00 and for a term by mutual agreement of the parties that includes schematic design, design development, construction document, bid, construction administration and warranty phases.

Notice to Proceed will be issued for authorizing each phase of design services. Billings for each task order will be on an hourly basis, with a not-to-exceed maximum value.

To minimize potential for a conflict of interest or unfair competitive advantage, the TJPA reserves the right, in its sole discretion, to bar members of the architect/engineer design team from providing construction management services.

**TRANSBAY TRANSIT CENTER PROGRAM
RELOCATION ASSISTANCE SERVICES
SELECTION COMMITTEE REPORT**

4. RFP SCHEDULE

1)	RFP advertised/posted	November 17, 2006
2)	Pre-proposal Conference	December 1, 2006
3)	Deadline for Submission of Questions	December 5, 2006
4)	Response to Question Posted	December 7, 2006
5)	Proposals Due	December 15, 2006
6)	Proposals Distributed to Selection Committee	December 16, 2006
7)	Selection Committee Convened	December 21, 2006
8)	Interviews	January 4, 2007
9)	Highest Scoring Respondents Contacted for Contract Negotiations	January 22, 2007
10)	Contracts Recommended to Board	April 19, 2007
11)	Anticipated Notice to Proceed for First Task Order	May 2007

5. RFP OUTREACH

An announcement of the RFP was advertised in the *San Francisco Chronicle* on November 17, 2006 and on the City Purchaser's Bids and Contracts website; Attachment A shows a copy of the announcement. On the same day, the RFP was also posted on the TJPA's website for the public to view and print. The Announcement Distribution List, Attachment B, lists the parties to whom email announcements were sent.

The TJPA received seven proposals on or before the RFP submission deadline. The proposals meeting all minimum qualifications are listed on the RFP Respondent List, Attachment C.

6. SELECTION COMMITTEE MEMBERS

The following individuals were asked to evaluate the written proposals and conduct the interviews. These individuals have in-depth experience with the requirements of the Temporary Terminal. Their expertise was essential in choosing the most qualified candidates to recommend to the TJPA.

- 1) Robert del Rosario, Senior Transportation Planner, AC Transit
- 2) Javad Mirabdal, Traffic Engineer, MTA (San Francisco Municipal Transportation Agency) Planning Division
- 3) Geri Fegley, City Manager, Greyhound Lines, Inc.

**TRANSBAY TRANSIT CENTER PROGRAM
RELOCATION ASSISTANCE SERVICES
SELECTION COMMITTEE REPORT**

7. SELECTION COMMITTEE EVALUATION

The Selection Committee met on December 21, 2006 to review the seven written proposals that met the minimum criteria of the RFP and to select the most qualified candidates to recommend for interviews, the next phase in the selection process.

The Selection Committee evaluated each written proposal for its responsiveness to the RFP. Committee members used scoring sheets that described the selection criteria and the maximum points assigned each criterion. The Selection Committee evaluated the written responses using a numerical scoring system, and selected the top scoring firms for interviews and final selection. Evaluation criteria were outlined by the RFP and included the following components: introduction and executive summary; team experience with transportation projects, minimum team professional requirements; team additional qualifications; representative design projects; staffing plan; additional professional qualifications and experience; and, references. A copy of the scoring sheet is Attachment D. Each committee member completed and signed a score sheet for each proposal. The TJPA's DBE (Disadvantaged Business Enterprise) Officer collected and tabulated the score sheets. The TJPA scheduled interviews on January 4, 2007, with the four highest-scoring respondent teams.

On January 4, 2007, the Selection Committee interviewed the four candidate teams. During the interviews, each team was afforded 20 minutes to make a presentation on any aspect of the written proposal they wished to emphasize. Following the presentation the Selection Committee members asked each respondent the same 10 questions. Committee members were provided scoring sheets (a copy included as Attachment E) which listed the ten questions and the maximum points assigned for each question. The committee members awarded points based on their evaluation of each candidate's responses. A summary of the scores is provided in Attachment F. The firm with the highest total combined points from the written proposal and interview is being recommended for award of a contract for Design Services for New Temporary Terminal Facilities.

The most responsive firm demonstrated thorough transportation knowledge and experience; expertise in current traffic simulation modeling; understanding of project stakeholder involvement for operators and community; clear understanding of the design process through use of work plans and proposed workshops; understanding of way finding and signage; and, fulfilled or exceeded each RFP evaluation criteria. Based on written responses and the interview, the Selection Committee recommended Carter & Burgess, Inc.

All proposals submitted in response to this RFP are available for review at 201 Mission Street, Suite 1960. Contact the TJPA's Office Manager. Proposals will be kept for two years, then discarded, except for the selected consultants' proposals. These will be maintained on permanent record.

ATTACHMENT A

ANNOUNCEMENT

**REQUEST FOR PROPOSAL
DESIGN SERVICES FOR NEW TEMPORARY TERMINAL
FACILITIES**

The Transbay Joint Powers Authority (the "Authority") is issuing a Request for Proposal (RFP) for DESIGN SERVICES FOR NEW TEMPORARY TERMINAL FACILITIES for the Transbay Transit Center Program from qualified architecture and engineering firms.

All Services shall comply with federally funded project engineering and design guidelines described in the Code of Federal Regulations and the California Department of Transportation Highway Design Manual.

The Authority is prepared to select one design team to perform architectural and engineering design services while working closely with the Authority's staff and other consultants. The contract will be established for a period up to three (3) years, although the Authority will have an option to extend the term for two additional years by mutual agreement of the parties.

Proposal packages must be received by the Authority no later than 5:00 p.m. on Thursday December 7, 2006 at the address below. Late proposal packages will not be considered.

Ms. Maria Ayerdi, Executive Director
Transbay Joint Powers Authority
201 Mission Street, Suite 1960
San Francisco, CA 94105

Prospective Respondents may obtain copies of this RFP, including required forms, by visiting the Authority's website at www.TransbayCenter.org or by contacting:

Ms. Nila Gonzales, Office Manager
Transbay Joint Powers Authority
201 Mission Street, Suite 1960
San Francisco, CA 94105
(415) 597-4620
Email: RFPTempTerminal@TransbayCenter.org.

This announcement shall not create any legal rights or responsibilities. All terms of this offering shall be as set forth in the RFP and related materials. Without limiting the foregoing, any and all contracts will be contingent upon prior Authority Board approval.

ATTACHMENT B

Announcement Distribution List

DBE Resource List (Muni)

1	Anue Management Group, Inc.	iccorbett@anuegroup.net
2	Asian American Architects and Engineers (AAAE)	ggeeia@aol.com
3	Asian American Contractors Association (AACA)	chiusher@yahoo.com
4	Asian Business League of San Francisco	ablsf@aol.com
5	Asian, Inc.	info@asianinc.org
6	Black Business Listings (BBL)	blackexpo@aol.com
7	Builders Control, Inc.	donalddavis@builderscontrol.com
8	California Black Chamber of Commerce	cbcc@calbcc.org
9	California Dept. of General Services, Office of Small Business Certification and Resources	osdchelp@dgs.ca.gov
10	California Small Business Entrepreneurs, Inc.	cal_sbe@yahoo.com
11	California United Certification Program (CUCP) c/o San Diego County Regional Airport Authority	pwright@san.org
12	CalsBE	wmbepub@yahoo.com
13	Chinese Chamber of Commerce	jdngpr@pacbell.net
14	Citibank, N.A.	asad.anwer@citicorp.com
15	Council of Asian American Business Associations (CAABA)	ffung@ed2intl.com
16	East Bay Asian Design Professionals (c/o YEI Engineers, Inc.)	yei@yeiengineers.com
17	East Bay Small Business Development Center	info@eastbaysbdc.org
18	Hispanic Chamber of Commerce - Alameda County	rsilva222@comcast.net
19	Horizons Unlimited	nrreddick@aol.com
20	J.R. Olsen Bonds & Insurance Brokers, Inc.	jrolsen@jrolsenbonds.com
21	Link 2000	mjuarez@Link2000Loans.com
22	Marin Builders Association	mba@marinba.org
23	MBE Magazine	gconrad@mbemag.com
24	Minority Business Professional Directory (MBPD)	mbpd@mbpd.com
25	Mission Economic Development Association (MEDA)	inform@medasf.org
26	National Assoc. of Women Business Owners (NAWBO) - SF Bay Area Chapter	singerr@pacbell.net
27	National Center for American Indian Enterprise Development	schambers@ncaied.org
28	National Organization of Minority Architects - SF Chapter (SF NOMA)	fpowell@powellarchs.com
29	Northern California Supplier Development Council (NCSDC)	mruiz@ncsdc.org
30	Regional Transit Coordinating Minority Affairs Committee, c/o SF Municipal Transportation Agency	sheila.evans-peguese@sfmta.com
31	Sacramento Builders' Exchange, Inc.	info@constructionbidsource.com
32	San Francisco Hispanic Chamber of Commerce	info@sfhcc.com
33	San Francisco Human Rights Commission - Certification Unit Local	maria_cordero@sfgov.org
34	San Francisco Redevelopment Agency	sylvester.mcguire@sfgov.org
35	Service Corps of Retired Executives (SCORE) c/o SBA Office	sfscore@sfscore.com
36	Small Business Exchange (SBE) Inc.	gwj@sbeinc.com
37	Sonoma County Black Chamber of Commerce	annee48@hotmail.com
38	Supplier Clearinghouse (c/o Asian Inc)	info@asianinc.org

**TRANSBAY TRANSIT CENTER PROGRAM
DESIGN SERVICES FOR NEW TEMPORARY TERMINAL FACILITIES
SELECTION COMMITTEE REPORT**

ATTACHMENT B

39	Tradeswomen, Inc.	tradeswoman@aol.com
40	U.S. Dept. of Commerce, Minority Business Development Agency (MBDA)	aeskenazi@mbda.gov
41	U.S. Dept. of Transportation, Office of Small & Disadvantaged Business Utilization (OSDBU)	pat.hodge@ost.dot.gov
42	U.S. Small Business Administration - Office of Government Contracting	paul.chann@sba.gov
43	U.S. Small Business Administration - SF District O	brenda.gambardella@sba.gov
44	U.S. Small Business Development Center	lane9199@hotmail.com
45	William M. Factory Small Business Incubator (OSDBU)	tim@williamfactory.com

MTSU Professional Assoc. List

46	American Institute of Architects	info@aiaf.org
----	----------------------------------	---------------

Plan Room and Builders Exchange List (DPW)

47	Asian Incorporated	kwoo@asianinc.org
48	Bay View Hunters Point	cw@bv2hp-cw.com
49	Bldrs Exch. Alameda County	beac@beac.com
50	Business Development, Inc.	cphbdi@aol.com
51	Contra Costa Bldrs Exchange	info@ccbx.com
52	North Coast Builders Exchange	matt@ncbeonline.com
53	Peninsula Bldrs.Exchange	support@constructionplans.org
54	San Francisco Builders Exchange	deanna@bxofsf.com
55	Santa Clara Builders	plans@bxscco.com
56	Solano-Napa Bldrs Exchange	planroom@snbe.com
57	Sub-Hub c/o BPS Plan Room	adamg@sub-hub.com

Real Estate Appraisal List - CCSF

58	Carneghi-Blum & Partners, Inc.	carneghi@cbpappraisal.com
59	Clifford Associates	4clifford@comcast.net

TAC

60	AC Transit	abruzzon@actransit.org
61	CA High Speed Rail Authority	dleavitt@hsr.ca.gov
62	Department of Building Inspection	hanson.tom@sfgov.org
63	Department of City Planning	joshua.switzky@sfgov.org
64	Dept. of Transportation	Jean_Finney@dot.ca.gov
65	Eric Cordoba Consulting, Inc.	eric@cordobaconsulting.com
66	Golden Gate Bridge H&T Dist.	mpalumbo@goldengate.org
67	Greyhound Lines, Inc.	gfegley@greyhound.com
68	Office of Emergency Services & Homeland Security	win.hoblitzelle@sfgov.org
69	San Francisco Fire Department	bill.mitchell@sfgov.org
70	San Mateo County Transportation Authority	dotyr@samtrans.com
71	San Mateo County Transportation Authority	burgos-gilli@samtrans.com
72	SF Department of Public Works	James.Chia@sfdpw.org
73	SF MUNI (MTA)	john.katz@sfmta.com
74	SF Public Utilities Commission	jloiacono@sfwater.org
75	SF PUC Water Department	bteahan@sfwater.org
76	SF Redevelopment Agency	mgrisso@sfgov.org
77	TY Lin	flo@tylin.com
78	Western Contra Costa Transit Authority	Charlie@westcat.org

Title Companies

79	Chicago Title Company	noekerm@CTT.com
----	-----------------------	-----------------

**TRANSBAY TRANSIT CENTER PROGRAM
DESIGN SERVICES FOR NEW TEMPORARY TERMINAL FACILITIES
SELECTION COMMITTEE REPORT**

ATTACHMENT B

TJPA Other

80	ttaber@fordgraphics.com
81	rmath@pacgrow.com
82	edsum@cheerful.com
83	jrock91@comcast.net
84	marty_czarnecki@urscorp.com
85	pmalone@perkinscoie.com
86	john_schardin@ml.com
87	epries@smwm.com
88	jmackey483@comcast.net
89	cktwr@yahoo.com
90	clliddel@bechtel.com
91	seboland@gmail.com
92	tinahodge@rcn.com
93	bsc1708@yahoo.com
94	mawest78@netscape.net
95	mdahteipn@yahoo.co.jp
96	rob.straley@gmail.com
97	william.delvalle@flexcar.com
98	aholiday@berkeley.edu
99	dana.beard@flexcar.com
100	qmontrie@sbcglobal.net
101	yosh.asato@som.com
102	kramraskob@yahoo.com
103	kwebster@storytellingmedia.com
104	dleichus@yahoo.com
105	ellen.lou@som.com
106	wbir@yahoo.com
107	sjwoon@aol.com
108	mathew.roush@hok.com
109	thaizerofour@aol.com
110	josvik@yahoo.com
111	erose@smwm.com
112	krissykunkle@aol.com
113	jeckstein18@aol.com
114	david_fyfe@urscorp.com
115	cec639sf@att.net
116	kahwaty@post.harvard.edu
117	Zutler@meqlaw.com
118	Erv.Koenig@hatchmott.com
119	keithspedicabs@sbcglobal.net
120	mkeever@sfbautiful.org
121	embx@rcn.com
122	gm@gassers.com
123	dodge@sfsu.edu
124	ypaydo@hancor.com
125	dwagner@gwa-arch.com
126	ferdowss@aol.com
127	cooney@jacobssf.com
128	birchbernard@hotmail.com
129	gabacho70@mac.com
130	cjacobson@pacunion.com
131	richard@rockley.us
132	jonathan.mccall@blackrock.com
133	ongtib@yahoo.com

**TRANSBAY TRANSIT CENTER PROGRAM
DESIGN SERVICES FOR NEW TEMPORARY TERMINAL FACILITIES
SELECTION COMMITTEE REPORT**

ATTACHMENT B

134	john.holtzclaw@sierraclub.org
135	ken_eichstaedt@urscorp.com
136	mark.sarkisian@som.com
137	btzjenk@webtv.net
138	arthurlloyd@webtv.net
139	menloparko@yahoo.com
140	btandler@aol.com

TJPA Website

141	Advancing Infrastructure LLC	slw@advancinginfrastructure.com
142	AEC Leads	savage@aecleads.com
143	AGS, INC.	dwong@agsinc.com
144	Altus Associates	davidnixon@mac.com
145	AMC Consulting Engineers, Inc.	mcyu@amccon.com
146	Anil Verma Associates, Inc.	kjrdufty@aol.com
147	Antoine Predock Architect P.C.	jared@predock.com
148	Armstrong Teasdale LLP	ksenn@armstrongteasdale.com
149	Arquitectonica	jtomooka@arquitectonica.com
150	Arup	sara.paul@arup.com
151	Associated Right of Way Services, Inc.	rsanchez@arws.com
152	Associated Right of Way Services, Inc.	lcastellanos@arws.com
153	Autodesk	julia.skvaril@autodesk.com
154	Bartig, Basler & Ray, CPAs	bconstantine@bbr.net
155	Bartig, Basler & Ray, CPAs	ssup@bbr.net
156	Bechtel Infrastructure Corp.	sldougla@bechtel.com
157	Bertoli Architects	abertoli@patrimerker.com
158	Boston Properties	bpester@bostonproperties.com
159	Brookfield Properties	readdy@brookfieldproperties.com
160	Carter & Burgess	mellissa.bachorek@c-b.com
161	Carter & Burgess, Inc.	Patricia.Cantley@c-b.com
162	Carter & Burgess, Inc.	dina.potter@c-b.com
163	Cary Kopezynski and Company	Melissas@ckcps.com
164	CCG Research	jon@ccgresearch.com
165	CHS Consulting Group	chshao@chsconsulting.net
166	Clark Construction	cassie.hilaski@clarkconstruction.com
167	CMA	marsha.boyette@cmaincsf.com
168	CMG Landscape Architecture	ealschuler@cmgsite.com
169	CMPRO Services, LLC	kwilson@cmproservices.net
170	Code Consultants, Inc.	joek@codeconsultants.com
171	Colin Gordon & Associates	todd.busch@colingordon.com
172	Construction Consulting Co.	ontime@ctnontime.com
173	Davis & Associates Communications	darolyn@davis-pr.com
174	Davis Langdon Adamson	tian@dladamson.com
175	DDM Consulting, LLC	ddmconsulting@msn.com
176	Degenkolb	mfield@degenkolb.com
177	Degenkolb Engineers	llumish@degenkolb.com
178	Deloitte Financial Advisory Services LLP	stdelaney@deloitte.com
179	Dinter Engineering Company	ginny@dinter.com
180	DMJM H&N	kelly.olson@aecom.com
181	DMJM+HARRIS, Inc.	alan.boone@dmjmharris.com
182	Don Todd Associates Inc.	jacevedo@dt.com
183	DR McNatty & Associates	BHebert@DRMcNatty.com
184	Dr. G. Sauer Corporation	jlaubichler@dr-sauer.com
185	Earth Tech	karl.schaarschmidt@earthtech.com

**TRANSBAY TRANSIT CENTER PROGRAM
DESIGN SERVICES FOR NEW TEMPORARY TERMINAL FACILITIES
SELECTION COMMITTEE REPORT**

ATTACHMENT B

186	EDAW, Inc.	prestons@edaw.com
187	Elgin Butler Brick Co.	ronpeace@3rivers.net
188	ESE Consulting Engineers, Inc.	Hadieh.Elias@ESEweb.com
189	Evans Appraisal Service Inc.	mike@evansappraisal.com
190	Fentress Bradburn Architects	bomar@fentressbradburn.com
191	Fentress Bradburn Architects LTD	studio@fentressbradburn.com
192	Field Paoli Architects	kcc@fieldpaoli.com
193	Finger & Moy Architects	smoy@fmgarchitects.com
194	Finger Design Associates	finger@fingerdesign.com
195	Fisher Friedman Associates	nathan@fisherfriedman.com
196	Forell/Elsesser Engineers, Inc.	irene@forell.com
197	Fortius Holdings	fortius@fortiusholdings.com
198	Gannett Fleming	kshadan@gfnet.com
199	Geosyntec Consultants, Inc.	adover@geosyntec.com
200	Golden Bay Homeland Security	goldenbayfence@yahoo.com
201	Gray-Bowen	bill@gray-bowen.com
202	Grimshaw Architects P.C.	Vincent.Chang@grimshaw-architects.com
203	Grimshaw Architects P.C.	georgia.wright@grimshaw-architects.com
204	Hamilton + Aitken Architects	lhenslee@hamiltonaitken.com
205	Harris & Associates	gow@harris-assoc.com
206	Hatchmott McDonald	Erv.Koenig@hatchmott.com
207	HDR Engineering	darlene.gee@hdrinc.com
208	Hines	gclever@hines.com
209	HKS Architects, Inc.	bdunnigan@hksinc.com
210	HMS Associates	hms@hmsassoc.com
211	HNTB Corporation	pdebeck@hntb.com
212	HNTB Corporation	skyle@hntb.com
213	HOK	pat.askew@hok.com
214	Hood & Strong	mgianotti@hoodstrong.com
215	Hornberger + Worstell	bovill@hwiarchitects.com
216	Hotson Bakker Boniface Haden Architects + Urbanistes	leanne@hotsonbakker.com
217	HQE Incorporated	ddalesio@hqeinc.net
218	Hunt Construction Group	mlynch@huntconstructiongroup.com
219	Integrated Marketing Systems	ca2@imsinfo.com
220	International Air Rail Organization	int-airrail@baa.com
221	Jones Lang LaSalle	stuart.macdonald@am.jll.com
222	Joseph J. Blake & Associates	dnowak@blakeglobal.com
223	Josephine's Personnel Services	josephine@jps-inc.com
224	KC/Future Planning, Inc.	jwimmer@futureplanning.com
225	Kenwood Investments, LLC	jwallace@kenwoodinvestments.com
226	Kiewit Pacific Co.	Angie.Behrens@kiewit.com
227	KJM & Associates, Inc.	rgutierrez@kjmassoc.com
228	Kleinfelder	dinferrera@kleinfelder.com
229	KMD	fajner@kmd-arch.com
230	Kohn Pedersen Fox	glacava@kpf.com
231	Korve Engineering, Inc.	cfrank@korve.com
232	Korve Engineering, Inc.	ggleichman@korve.com
233	KPMG	reidtucker@kpmg.com
234	KRES, Inc.	bkirksey@kresinc.com
235	Land America Commercial Services	Ssanders@LandAm.com
236	Llewelyn Davies Yeang	b.mccabe@ldavies.com
237	Logplan	A.Anderson@logplan.com

**TRANSBAY TRANSIT CENTER PROGRAM
DESIGN SERVICES FOR NEW TEMPORARY TERMINAL FACILITIES
SELECTION COMMITTEE REPORT**

ATTACHMENT B

238	LTK Engineering Services	tmatoff@ltk.com
239	Macias Gini & Company	info@mgocpa.com
240	Mactec Engineering	dwquigley@mactec.com
241	Mah & Associates	Yolanda@mahlp.com
242	MatriScope Engineering Laboratories	rtadlock@matriscope.com
243	MatriScope Engineering Laboratories	ccollins@matriscope.com
244	McGraw Hill	gerry_mccarthy@mcgraw-hill.com
245	McLeskey Group, Inc. (The)	jeff@mcleskeygroup.com
246	Michael Willis Architects	bnasio@mwaarchitects.com
247	Michael Willis Architects	ilim@mwaarchitects.com
248	Michael Willis Architects	mwillis@mwaarchitects.com
249	Michael Willis Architects	nwarren@mwaarchitects.com
250	Montgomery Strausz Development Company	kwanzaujm@aol.com
251	Montgomery-Strausz Development Company	Michael@strausz.com
252	MWH Americas, Inc.	dustin.t.smith@mwhglobal.com
253	Nancy Whelan Consulting	jennifer@nwc01.com
254	Nancy Whelan Consulting	mary@nwc01.com
255	NBA Engineering Inc.	tlease@nbaeng.com
256	Nicholas Grimshaw & Partners	rachel.harrison@grimshaw-architects.com
257	Nossaman Guthner Knox & Elliott	Mhart@nossaman.com
258	Olivia Chen Consultants, Inc.	asbjornn@oliviachen.com
259	Patson Companies	daveh@patson.com
260	Patson Companies	wmead@patson.com
261	Pickard Chilton	mhalpine@pickardchilton.com
262	PTR	projx@aol.com
263	Rafael Vinoly Architects, P.C.	fgretes@rvapc.com
264	Ray I. Juachon & Associates	raya@rijainc.com
265	RMJM	bdekleyne@rmjmasia.com
266	Robin Chiang & Company	rchiang@designbythebay.com
267	Russell New Urban Development LLC	jrussell@hjrussell.com
268	Rutherford & Chekene	lfournier@ruthchek.com
269	Samtrans	olafssone@samtrans.com
270	Sasaki Associates Inc.	ttasaki@sasaki.com
271	SB Graphics Group	sbernard@pratt.edu
272	Shenyang Yuanda Aluminum Industry Eng Co. Ltd.	ex@yuandacn.com
273	Sjoberg Evashenk Consulting	kurt@secteam.com
274	SMPS, SAME, PEMA, DBIA	ca2@imsinfo.com
275	STV Incorporated	andraow@stvinc.com
276	Suiter & Associates	garysuiter@comcast.net
277	Synergy Project Management	javad@synergypm.com
278	SYSTRA Consulting, Inc.	pgaffer@systrausa.com
279	The Robert Group	lisa@therobertgroup.com
280	Thier PR	hollithier@aol.com
281	Thompson, Cobb Bazillo & Assoc.	tkelly@tcba.com
282	Timmons Design Engineers	colleen@timmonsdesigneng.com
283	TJPA	NGonzales@Transbaycenter.org
284	Turner Construction	mkindred@tcco.com
285	Turner Construction Co.	ataboada@tcco.com
286	Universal Field Services, Inc.	jfinnegan@ufsrw.com
287	Urban Land Institute	priggs@uli.org
288	Urban Land Institute	mfahey@uli.org
289	URS Corporation	Emilio_Cruz@urscorp.com
290	URS Corporation	martha_stafford@urscorp.com
291	Vali Cooper & Associates	connie@valicooper.com
292	VIA Architecture	gmcgarva@via-architecture.com

**TRANSBAY TRANSIT CENTER PROGRAM
DESIGN SERVICES FOR NEW TEMPORARY TERMINAL FACILITIES
SELECTION COMMITTEE REPORT**

ATTACHMENT B

293	Vornado Realty Trust	dgreenbaum@vno.com
294	Wilbur Smith Associates	pmartin@wilbursmith.com
295	William Duff, Architect	taaron@wdarch.com
296	William Self Associates, Inc.	jallan@williamself.com
297	Williams, Adley & Company, LLP	rgriffin@wacclp.com
298	Willis Insurance Services	hugh.coyle@willis.com
299	WRNS Studio	mthomas@wrnsstudio.com
300	Yang Molen	markmolen.yangmolen@gmail.com
301	Yano Accountancy	Eugene.yano@young-yano.com
302		mentomento46@aol.com
303		schatterjee@smwm.com
304		sas_03@hotmail.com
305		stephenprestwood@yahoo.com
306		smperreault@earthlink.net
307		tompasco@uk-alumni.org
308		tclark@mbakercorp.com
309		vernon.phan@ucsf.edu
310		vik@vikslen.com
311		warrenhughli@yahoo.com
312		synergi@yahoo.com
313		xlinst@sbcglob al.net
314		dderemer@earthlink.net
315		ted.strand@scb.com
316		ca2ra@imsinfo.com
317		norcaldude21 @excite.com
318		rfinger@fmgarchitects.com
319		rb@ce-labs.com
320		ronlague@yahoo.com
321		rjsmcree.com
322		admin@djro.net
323		scottcmoran@sbcglobal.net
324		shawna_gilroy@yahoo.com
325		raequigley@yahoo.com
326		stoneham@agape1.biz
327		gxa@cpdb.com
328		tgregoire@gvawc.com
329		kbrown@CMAincSF.com
330		josephglowitz@ps-e.com
331		djohnson6401@sbcglobal.net
332		brucemarygin@earthlink.net
333		lightbody@yahoo.com
334		swalker@holthinshaw.com
335		will_birdsey@hines.com
336		dgrimm@peeblescorp.com
337		greyguy@earthlink.net
338		amreidtransitinfo@gmail.com
339		jimtesso@yahoo.com
340		hargrove.j@sbcglobal.net
341		EricTsujiimoto@prudentialcres.com
342		jordan.rosenstadt@am.jll.com
343		clandsdown@aol.com
344		kevin@hart-architecture.com
345		s_grabel321@yahoo.com
346		akmin2000@yahoo.com

**TRANSBAY TRANSIT CENTER PROGRAM
DESIGN SERVICES FOR NEW TEMPORARY TERMINAL FACILITIES
SELECTION COMMITTEE REPORT**

ATTACHMENT B

347	arlando_teller@dot.ca.gov
348	cloaked74@yahoo.com
349	andamorri@earthlink.net
350	aldogibson@yahoo.com
351	aklori@yahoo.com
352	alanlu@berkeley.edu
353	JHF95@aol.com
354	baglino@gmail.com
355	aiasccsf@yahoo.com
356	dgilbert@webrsg.com
357	iyuan@leaelliott.com
358	kieranboughan52@hotmail.com
359	the.ian@gmail.com
360	diane.deremer@sf.fk.com
361	lswiler@deloitte.com
362	castro@eightinc.com
363	owensj1@hotmail.com
364	dcgoldman@yahoo.com
365	usefulinfo@allstarcomputerservic es.com
366	gilbertosf@sbcglobal.net
367	kzwar@jps.net
368	don@northpointdev.com
369	jjelaw@aol.com
370	karen@karenchi.com
371	fgretes!@rvapc.com
372	DeLong007@aol.com
373	kathleen@diohep.com
374	lpadilla@cityworksdesign.com
375	david_m_cortez@dot.ca.gov
376	iamdldavidroot@excite.com
377	lori@rmpla.com
378	halwana@comcast.net
379	heb1231@hotmail.com
380	ericrescue@yahoo.com
381	Julie.Kirschbaum@sfcta.org
382	kmkoehn@gmail.com
383	gdance@earthlink.net
384	elizabeth.quinn@som.com
385	hraftiszante@yahoo.com
386	sf_ltn@yahoo.com
387	kennethharden@mindspring.com
388	Edmundjew@gmail.com
389	snowytropics@yahoo.com
390	ezmo2000@sbcglobal.net
391	david@corbell.net
392	kmjacks19@yahoo.com
393	sfedd@yahoo.com
394	hbarber@transbaycenter.org
395	jvonkerczek@hotmail.com
396	jim@noeboys.net
397	kevinc2003@gmail.com
398	ian_barrera@hotmail.com
399	jsealand@pacbell.net
400	kevinleejunious@yahoo.com
401	jonathan.schuppert@gmail.com

**TRANSBAY TRANSIT CENTER PROGRAM
DESIGN SERVICES FOR NEW TEMPORARY TERMINAL FACILITIES
SELECTION COMMITTEE REPORT**

ATTACHMENT B

402	cle@dksassociates.com
403	jhutchison@esassoc.com
404	asffasdf@asdf.com
405	ddimond@cmrfund.com
406	mattian@gmail.com
407	tharpo@tharpo.com
408	jasonwmoses@gmail.com
409	Charles.lemos@mac.com
410	transbaycenter.org@desuma.net
411	jason@tbrownarchitect.com
412	chuckles105@hotmail.com
413	michellescotland@excite.com
414	cg504@columbia.edu
415	mvinman@yahoo.com
416	bobbyutter@sbcglobal.net
417	pallobo@att.net
418	bfischer@kenwoodinvestments.com
419	groomp@sbcglobal.net
420	sfguy2005@hotmail.com
421	michael@mrpoolboy.com
422	tacuba8@hotmail.com
423	mgarber@urbanschool.org
424	chuckk@pacbell.net
425	manuela@rhaa.com
426	gmurchison@kenwoodinvestment.com
427	brucemarygin@earthlink.net
428	chrislbowman@sbcglobal.net
429	mark@askmar.com
430	j7bv@pge.com
431	jwest150@yahoo.com
432	christine.leishman@friendssfpl.org
433	jvargas@vsceinc.com

Transit Partners

434	AC Transit	fmasson@actransit.org
435	Golden Gate Transit	CPeterson@goldengate.org
436	Greyhound	jisaacs@greyhound.com
437	HOK	david.coghill@hok.com
438	SamTrans	dehartj@samtrans.com
439	SamTrans	welchb@samtrans.com
440	SamTrans	sandstroml@samtrans.com
441	SF MUNI	annette_williams@ci.sf.ca.us
442	SFMTA	paul.bignardi@sfmta.com
443	SFMTA	Peter.Straus@sfmta.com
444	SFMTA	Peter.Albert@sfmta.com
445	SFMTA	Javad.Mirabdal@sfmta.com
446	URS Corp.	Agnes_Katanics@urscorp.com
447	URS Corp.	Tom_Sweet@urscorp.com
448	American Public Transportation Association (APTA)	akouneski@apta.com
449	American Public Transportation Association (APTA)	rsheridan@apta.com
450	COMTO National	mhall@comto.org

UIA Website (Intl. Union of Architects)



**TRANSBAY TRANSIT CENTER PROGRAM
DESIGN SERVICES FOR NEW TEMPORARY TERMINAL FACILITIES
SELECTION COMMITTEE REPORT**

ATTACHMENT B

451	lorna.gemmell@inst.riba.org
452	wimpenny@rcn.com
453	pressoffice@inst.riba.org
454	melanie.mayfield@inst.riba.org
455	carole.creasey@inst.riba.org
456	emma.england@inst.riba.org
457	debbiebentley@att.net
458	ccopping@dpka.com
459	ian.rowland-hill@inst.riba.org
460	jonjo.macnamara@inst.riba.org
461	louise.todd@inst.riba.org
462	gwen.cottrell@inst.riba.org
463	linda.mills@inst.riba.org
464	belinda.irlam- mowbray@inst.riba.org
465	international@inst.riba.org
466	miranda.housden@inst.riba.org
467	helen.wren@inst.riba.org
468	dorelia.adeane@inst.riba.org
469	tc@anet.net
470	bradfordassoc@earthlink.net
471	riba-usa@anet.net

ATTACHMENT C

RFP List of Respondents Meeting All Minimum Qualifications

- a) Carter & Burgess, Inc.
300 Frank Ogawa Plaza, Suite 10
Oakland, CA 94612
510-457-0027
510-457-0037 fax
- b) DKS Associates, Inc.
1000 Broadway, Suite 450
Oakland, CA 94607
510-763-2061
510-268-1739 fax
- c) Kappe+Du Architects
801 D Street
San Rafael, CA 94901
415-457-7801
415-457-7885 fax
- d) Levy Design Partners, Inc.
90 South Park
San Francisco, CA 94107
415-777-0561
415-777-5117 fax
- e) Michael Willis Architects
246 First Street, Suite 200
San Francisco, CA 94105
415-957-2750
415-957-2780 fax
- f) Robin Chiang, Architect/Planners
381 Tehama Street
San Francisco, CA 94103
415-995-9870
415-995-9876 fax
- g) VBN Architects
560 14th Street
San Francisco, CA 94612
510-763-1313
510-465-1586 fax

**TRANSBAY TRANSIT CENTER PROGRAM
DESIGN SERVICES FOR NEW TEMPORARY TERMINAL FACILITIES
SELECTION COMMITTEE REPORT**

ATTACHMENT D

ATTACHMENT D

TPA
Transbay Transit Center Program

SCORING SHEET
RFP Design Services for New Temporary Terminal Facilities
Written Proposals

21 December 2006

Name of Panelist: _____

Signature of Panelist: _____

TOTAL SCORE

[100 points max- total of scores below]

RFP Section	Description	Score	Notes
10.0 Minimum Necessary Requirements	<p>The following are minimum necessary qualifications for Respondents to this RFP.</p> <ol style="list-style-type: none"> 1. Registered Architect in the State of California 2. Registered Professional Engineer (Civil and Structural) in the State of California 3. Prior experience with at least one project involving public transit passenger waiting and loading facilities and/or transit bus parking facilities 4. Prior experience with design and construction of at least one public parking structure 5. Prior experience with design and construction of at least one public project within the City of San Francisco requiring approvals and permits from the City 6. Prior experience with design and construction of at least one public project involving substantial community involvement 7. Prior experience with coordination with Caltrans regarding design of public improvements within the state right-of-way 	<p>Yes or No</p> <p>If no, do not evaluate any further.</p>	
11.1.1 Introduction and Executive Summary (2 pg. max.)	<p>Submit a letter of introduction and an executive summary of the Proposal package. The introductory letter must be signed by a person or persons authorized to obligate the firm.</p>	10 points max.	

**TRANSBAY TRANSIT CENTER PROGRAM
DESIGN SERVICES FOR NEW TEMPORARY TERMINAL FACILITIES
SELECTION COMMITTEE REPORT**

ATTACHMENT D



RFP Section	Description	Score	Notes
11.1.2 Qualifications and Experience of Respondent Firm (40 pg. max.) [75 point max for whole section]	A. Provide a brief description of the Respondent team and a summary of the team's capabilities and experience with transportation projects, with an emphasis on bus transportation projects.	10 points max.	
	B. Describe how the Respondent team meets the minimum requirements described in Section 10.0. Be as specific as possible. Failure to satisfy the minimum requirements will disqualify the Respondent team from consideration by the Authority.	10 points max.	
	C. Describe how the Respondent team has additional qualifications for performance of the Services. Be as specific as possible.	15 points max.	
	D. Describe the Respondent team's major design projects relevant to this assignment, limiting each project description to one page or less but clearly showing the extent and nature of the involvement of the key team members proposed for assignment to the Authority project.	15 points max.	
	E. Describe the proposed staffing plan to complete the Services. Specifically, provide the name, title, business address and phone number of key staff that would be assigned to provide the Services; qualifications and work experience of each such staff member; including brief résumés if necessary. (Note that the length of résumés must be shortened if necessary to avoid exceeding the maximum page limit established for the Proposal.) Describe the role each staff member would play in providing the Services. There is no restriction on where the Respondent firm is headquartered. However, assigned staff must work out of offices within the nine-county San Francisco Bay Area, which comprises the counties of San Francisco, Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma, and be able to reach Authority offices in a reasonable amount of time as required.	20 points max.	
	F. Include any additional information that evidences the Respondent's qualifications to perform the Services and successful completion of similar services for other public agencies.	5 points max.	

**TRANSBAY TRANSIT CENTER PROGRAM
DESIGN SERVICES FOR NEW TEMPORARY TERMINAL FACILITIES
SELECTION COMMITTEE REPORT**

ATTACHMENT D



RFP Section	Description	Score	Notes
11.1.3 References (3 pg. max.)	Provide references that may be contacted by the Authority of at least five (5) recent clients (preferably other public agencies) for the Respondent firm and/or any assigned key staff; include the reference names, position, addresses, telephone numbers and specific projects.	15 points max.	
11.2 Fee Schedule (Attachment 4)	The Proposal shall include fee schedules applicable for the entire contract period. Such fee schedule shall be provided in a separately sealed envelope together with the submittal. The fee schedules do not affect the selection process and shall remain sealed until an applicant is selected and contract negotiations begin. However, the Authority may elect to not award a contract to any firm or team whose fee schedule does not represent the best rates available to public agencies.	Submitted? Yes or No	
7.4 Other Required Documents	A. Certification Regarding Debarment, Suspension, and Other Responsibility Matters. (Attachment 4a)	Signed and submitted? Yes or No	
	B. Certification Regarding Lobbying (Attachment 4b)	Submitted? Yes or No	
	C. Disadvantaged Business Enterprise Program Requirements – Bidders/Proposers Information Request Form (Attachment 7C).	Submitted? Yes or No	

ATTACHMENT E



RFP No. 06-05: Design Services For New Temporary Terminal

Interview Questions

Team Name: _____

Interview Date/Time: _____

1. What do you see as the key issues that need to be addressed in order to make this project a success? 1 2 3 4

2. What are some of the strengths and weaknesses of the proposed conceptual Temporary Terminal plan? 1 2 3 4

3. The move to a temporary, exterior bus plaza could be viewed by commuters as a negative impact on their daily commute which might ultimately cause them to seek alternative transportation. How might your design mitigate this perception in order to maintain ridership? 1 2 3 4

4. This project is the first tangible piece in the overall Transbay Transit Center, and as such should incorporate the type of quality design principles sought throughout the Program. Discuss your approach to incorporating quality design in passenger amenities such as canopies, lighting, signage and way-finding, benches, bicycle racks, etc. 1 2 3 4

5. Because this terminal will be used for no more than 5 years, the TJPA is looking for a project that is well-designed and also efficiently designed. Please explain what measures your firm will take to ensure an efficient design that reduces overall life-cycle costs. Give examples of innovative ideas that you might have to achieve this objective. 1 2 3 4



RFP No. 06-05: Design Services For New Temporary Terminal

Interview Questions

6. How would you ensure that the project, even as a temporary facility, does not negatively affect the surrounding community or the adjoining properties? 1 2 3 4

7. Please describe your team's experience with various types of fare collection techniques necessary to facilitate bus passenger boarding. Describe your experience with the equipment involved with those various techniques. 1 2 3 4

8. The RFP indicated that this project is partially funded by the Federal Transit Administration (FTA). As such, all work is subject to the FTA's "Quality Assurance and Quality Control Guidelines." Please describe your firm's approach to assuring quality control. 1 2 3 4

9. Traffic flow is an important component of the Temporary Terminal. Please explain your understanding of the project's traffic. Explain the issues, describe some concepts that you would investigate and identify the impacts on other traffic. 1 2 3 4

10. The RFP includes a requirement to evaluate the feasibility of both traditional "stick-built" construction as well as manufactured buildings for this project. How would your team address the need for both durability and quality aesthetic design using either of these approaches. 1 2 3 4

ATTACHMENT F

Summary of Scores

	Written Proposal	Interview	Total Score
Carter & Burgess, Inc.	87	51	138
Michael Willis Architects	75.3	51.7	127
DKS Associates, Inc.	81.7	37.7	119.4
VBN Architects	78.7	38.7	117.4

AGREEMENT BETWEEN
TRANSBAY JOINT POWERS AUTHORITY
AND
CARTER & BURGESS, Inc.
TO FURNISH
ARCHITECTURAL AND ENGINEERING
DESIGN SERVICES
FOR
THE TRANSBAY TRANSIT CENTER PROGRAM
TEMPORARY TERMINAL PROJECT
(Agreement No. 06-05-ARCH-000)

CONTENTS

ARTICLE		PAGE
1	THE PROJECT	1
1.1	DESCRIPTION	1
1.2	FIXED BUDGET LIMIT OF PROJECT CONSTRUCTION COST	2
1.3	SCHEDULE OF SERVICES	3
1.4	PROGRAM	5
2	DEFINITIONS	6
2.1	ADDITIONAL SERVICES	6
2.2	ADVISE	6
2.3	APPROPRIATE AUTHORITIES	6
2.4	ARCHITECT or contractor	6
2.5	AUTHORIZATION	6
2.6	BASIC SERVICES	7
2.7	CHIEF FINANCIAL OFFICER	7
2.8	CITY	7
2.9	CONSULTANT PROJECT PRINCIPAL-IN-CHARGE	7
2.10	CONTRACT DOCUMENTS	7
2.11	CONSTRUCTION DOCUMENTS	7
2.12	CONSTRUCTION MANAGER	7
2.13	DRAWING SET	8
2.14	FIXED BUDGET LIMIT	9
2.15	PROJECT MANAGER	9
2.16	Request for PROPOSALS	9
2.17	TJPA	9
2.18	TJPA CONSULTANTS	10
3	STANDARD OF PERFORMANCE	10
4	ARCHITECT'S BASIC SERVICES / GENERAL PROVISIONS	10
4.1	CONSULTING SERVICES	10
4.2	DESIGNATION OF KEY EMPLOYEES	11
4.3	COORDINATION OF DESIGN TEAM	12
4.4	COORDINATION WITH PUBLIC agencies and public utilities	12
4.5	COORDINATION WITH TJPA	13

4.6	TJPA COST CHANGE CONTROL PROCEDURE	14
4.7	COST ESTIMATIng	15
4.8	CODE COMPLIANCE	15
4.9	MEETINGS WITH TJPA AND OTHERS	16
5	ARCHITECT'S BASIC SERVICES / DESIGN PHASE.....	16
5.1	SCHEMATIC DESIGN PHASE	17
5.2	DESIGN DEVELOPMENT PHASE	18
5.3	CONSTRUCTION DOCUMENT PHASE.....	19
6	ARCHITECT'S BASIC SERVICES / CONSTRUCTION PHASES	22
6.1	CONSTRUCTION BID PHASE	22
6.2	CONSTRUCTION ADMINISTRATION PHASE.....	23
6.3	WARRANTY PHASE.....	31
7	ADDITIONAL SERVICES.....	31
8	COMPENSATION.....	33
8.1	Basic Services	34
8.2	ADDITIONAL SERVICES.....	34
8.3	Furnishings, furniture and equipment not affixed	34
8.4	REIMBURSABLE EXPENSES	35
8.5	PAYMENT SCHEDULE AND INVOICES.....	36
8.6	WITHHOLDING OF PAYMENT.....	39
8.7	DISALLOWANCE	39
8.8	PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK.....	39
9	TJPA'S RESPONSIBILITIES	40
9.1	APPROVALS.....	40
9.2	BIDS	40
9.3	BUILDING INSPECTORS	40
9.4	DEFICIENCIES	40
9.5	FEES	40
9.6	HAZARDOUS SUBSTANCES.....	40
9.7	NONAFFIXED FURNITURE AND EQUIPMENT.....	41
9.8	PROJECT DATA	41
9.9	PROJECT MANAGER	42
9.10	RESPOND TO SUBMITTALS	42
9.11	TESTS AND INSPECTIONS	42

10	DOCUMENTS AND OWNERSHIP OF DOCUMENTS	42
11	TERMINATION OF AGREEMENT	43
11.1	BY EITHER PARTY	43
11.2	BY tjpa.....	43
11.3	CONDITIONS OF TERMINATION	44
12	INSURANCE.....	45
12.1	COVERAGES.....	45
12.2	ENDORSEMENTS	47
12.3	CERTIFICATES of insurance	47
12.4	OTHER COVERAGES	47
13	INDEMNIFICATION	48
13.1	GENERALLY	48
13.2	LIMITATIONS.....	48
13.3	COPYRIGHT INFRINGEMENT.....	48
14	MODIFICATIONS	49
15	INDEPENDENT CONTRACTOR.....	49
16	AUDIT AND INSPECTION OF RECORDS.....	49
17	SUBCONSULTANTS	50
18	TAXES	50
19	PROPRIETARY INFORMATION OF THE TJPA.....	50
20	ADMINISTRATIVE REMEDY FOR DISPUTES.....	51
21	SEVERABILITY	51
22	ENTIRE AGREEMENT	51
23	NOTICES	52
24	GUARANTEED MAXIMUM COSTS.....	52
25	LIABILITY OF THE TJPA.....	53
26	QUALIFIED PERSONNEL	53
27	RESPONSIBILITY FOR EQUIPMENT	53
28	OWNERSHIP OF EQUIPMENT.....	54
29	ASSIGNMENT	54

30	SUCCESSORS AND ASSIGNS	54
31	NON-WAIVER OF RIGHTS	54
32	COMPLIANCE WITH LAWS	54
33	COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT	55
34	AGREEMENT MADE IN CALIFORNIA; VENUE	55
35	SUBMITTING FALSE CLAIMS	55
36	INCIDENTAL AND CONSEQUENTIAL DAMAGES	56
37	OTHER AGREEMENTS BETWEEN THE TJPA AND THE ARCHITECT	56
38	WORKS FOR HIRE	56
39	CONSTRUCTION	56
40	SOLE BENEFIT	57
41	NONDISCRIMINATION IN CITY CONTRACTS AND BENEFITS ORDINANCE.....	57
	41.1 CONTRACTOR SHALL NOT DISCRIMINATE	57
	41.2 SUBCONTRACTS.....	57
	41.3 NONDISCRIMINATION IN BENEFITS.....	57
	41.4 CONDITION TO CONTRACT	58
	41.5 INCORPORATION OF ADMINISTRATIVE CODE PROVISIONS BY REFERENCE	58
42	DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS.....	58
43	REQUIRING MINIMUM COMPENSATION FOR EMPLOYEES	59
44	REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES.....	62
45	FIRST SOURCE HIRING PROGRAM	64
46	EARNED INCOME CREDIT (EIC) FORMS.....	66
47	MACBRIDE PRINCIPLES—NORTHERN IRELAND	67
48	DRUG-FREE WORKPLACE POLICY	67
49	SUNSHINE ORDINANCE	67
50	NONDISCLOSURE OF PRIVATE INFORMATION.....	67
51	LIMITATIONS ON CONTRIBUTIONS.....	68
52	PROHIBITING USE OF TJPA FUNDS FOR POLITICAL ACTIVITY.....	69

53	RESOURCE CONSERVATION	69
54	TROPICAL HARDWOOD AND VIRGIN REDWOOD BAN.....	70
55	PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC.....	70
56	GRAFFITI REMOVAL.....	70
57	FTA REQUIREMENTS	71
58	PROMPT PAYMENT TO SUBCONTRACTORS.....	71
59	CERTIFICATION OF FUNDS; BUDGET AND FISCAL PROVISIONS; TERMINATION IN THE EVENT OF NON-APPROPRIATION	72
60	EFFECTIVE DATE OF THE AGREEMENT.....	73
61	QUALITY MANAGEMENT SYSTEM.....	73
62	INTERN MENTORING PROGRAM	73

ATTACHMENTS

1. Request for Proposals No. 06-05, Design Services for New Temporary Terminal Facilities
2. Schedule of Services
3. Not Used
4. TJPA Disadvantaged Business Enterprise Requirements
5. Not Used
6. Directory of Key Employees and Subconsultants
7. Quality Management System Manual

APPENDICES

- A. Not Used
- B. Not Used
- C. FTA Requirements for Professional Services Contracts

AGREEMENT BETWEEN
THE TRANSBAY JOINT POWERS AUTHORITY
AND

CARTER & BURGESS, Inc.

THIS AGREEMENT is made and entered into by and between the Transbay Joint Powers Authority (the "TJPA"), a public entity, and **Carter & Burgess, Inc.** (the "Architect").

WHEREAS, the TJPA desires that the Architect render professional services in connection with the design and construction of **the Transbay Transit Center Program TEMPORARY TERMINAL PROJECT**; and

WHEREAS, the Architect represents that it possesses the requisite professional expertise, experience and resources to render said services in accordance with the terms of this Agreement; and

WHEREAS, TJPA and Architect intend that this Agreement comply with the regulations of the Federal Transit Administration of the United States Department of Transportation ("FTA"); and

WHEREAS, on April 19th, 2007, the TJPA Board of Directors (the "Board") adopted Resolution No. _____, which authorized the Executive Director to execute this Agreement.

NOW, THEREFORE, the TJPA and the Architect agree as follows:

1 THE PROJECT

1.1 DESCRIPTION

The TJPA does hereby engage the Architect to perform, under the terms and conditions in this Agreement, professional services for the complete design of and related construction phase services for the Transbay Transit Center Program Temporary Terminal Project (the "Project"). The Project elements and requirements are set forth in Attachment 1, Request for Proposals No. 06-05, Design Services for New Temporary Terminal Facilities, attached hereto and made a part hereof. The Project would be located on San Francisco Assessor's Block Number 3739, bounded by Folsom Street, Howard Street, Main Street and Beale Street, in the City and County of San Francisco.

Temporary Terminal facilities and improvements may also be located in public street rights-of-way and on nearby parcels.

The Project will be designed as one coordinated project, and the construction of the Project will be implemented in two stages. The Architect shall prepare one set of contract documents, clearly segregating the construction work to be implemented in each stage of the Project.

1.2 FIXED BUDGET LIMIT OF PROJECT CONSTRUCTION COST

1.2.1 The fixed budget limit of construction cost (the "Fixed Budget Limit") for the Project is \$13,681,000.00 in January 2007 dollars, per M. Lee Corp./URS – PMPC "General Plan Construction Cost Estimate", dated January 30, 2007 .

1.2.2 The Fixed Budget Limit includes the cost of basic construction, excluding construction contingencies and alternates, either additive or deductive, the cost of furniture, equipment, telephones and business networks, and the cost of artwork that is to be incorporated in the Project as an integral building or site element. The Architect is responsible for designing a comprehensive and complete Project that conforms to the Fixed Budget Limit, where the lowest responsive bid submitted by a responsible bidder is within five percent (5%) of the Fixed Budget Limit. The Architect shall cooperate with the TJPA to monitor the design and estimate the construction cost for the Project as the design is developed, according to the TJPA Cost Change Control Procedure described in Article 4.6 below, and shall modify the design as necessary to conform the design and estimated construction cost to the Fixed Budget Limit. In the event that cost estimates prior to bidding or actual bids indicate that the construction cost will exceed the Fixed Budget Limit, the Architect, at the request of the TJPA, shall revise the design and construction documents, plans and specifications and assist the TJPA with re-bidding of the Project, at no cost to the TJPA, until the construction cost is within the Fixed Budget Limit, subject to the following sections 1.2.2.1, 1.2.2.2, 1.2.2.3, and 1.2.2.4:

- 1.2.2.1 The TJPA, at its sole discretion, may modify the Fixed Budget Limit, or may apply additive or deductive alternates to the lowest responsive bid to meet the Fixed Budget Limit. The Architect and the TJPA will confer at all phases and decide on all alternates. The Architect shall design additive alternates with an estimated value of not less than five percent (5%) and deductive alternates with an estimated value of not less than five percent (5%) of the Fixed Budget Limit, with final determination by the TJPA as to the scope of such alternates, which alternates shall be a part of the bid package, and the order in which the TJPA would accept such alternates.
- 1.2.2.2 In the event that redesign services are necessary after the TJPA has received bids for construction of the Project, the TJPA shall cooperate with the Architect in allowing design changes, including, if necessary, changes which reasonably affect the size and quality of the Project. The Architect must complete any redesign within two (2) months of notification by the TJPA of its intent to redesign.
- 1.2.2.3 In the event that redesign services are performed after the Architect has received notification by the TJPA to redesign and modify the Contract Documents, preparation of modified Construction Documents and preparation of a Final Engineer's Estimate of Construction Cost, and obtaining TJPA approval of the final Construction Documents, shall be the limit of the Architect's strict responsibility arising out of the establishment of the Fixed Budget Limit. This, however, shall in no way limit the Architect's responsibility or the TJPA's remedies in the event that the reason that the Fixed Budget Limit was exceeded was the result of the Architect's negligent acts, errors or omissions.
- 1.2.2.4 Should the TJPA accept a bid which exceeds the Fixed Budget Limit, there shall be no additional compensation (i.e., no correlative proportional increase in fee) to the Architect.

1.3 SCHEDULE OF SERVICES

- 1.3.1 Time is of the essence with this Agreement with respect to the performance of all provisions of this Agreement and with respect to all

Project schedules in which a definite time for performance by the Architect and the Architect's Consultants is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace period provided for in this Agreement. The parties acknowledge that delay is one of the greatest causes of waste and increased expense in any construction project. The Architect shall act diligently in anticipating and performing its required tasks in a manner so as to not unreasonably delay the prosecution of any services or work with respect to the Project.

1.3.2 Attached to this Agreement as Attachment 2 is a preliminary schedule of services indicating the times and sequences assumed for the completion of all services required under this Agreement. Within fifteen (15) days of the Architect's receipt of a Notice to Proceed (NTP) from the TJPA, the Architect shall submit for TJPA approval a progress schedule of services. The progress schedule of services shall be in the form of a progress Gantt (schedule bar) chart indicating phases, tasks, durations and times, and sequences of key activities, TJPA, City and other required reviews and approvals as related to the services in this Agreement, but excluding detailed construction schedules. Upon approval of the progress schedule of services by the TJPA, the Architect shall adopt the schedule as a baseline schedule, and on a monthly basis submit a progress schedule indicating actual progress compared to the baseline schedule.

1.3.3 It is anticipated that the construction for the Project may be divided into two stages in order to coordinate construction with adjacent work of the Program. Construction administration phase duration for the Project is estimated to be fifteen (15) months. Should the Architect be required to perform construction administration phase services for a period beyond a total duration of fifteen (15) months, due to no fault of the Architect, the Architect is entitled to additional compensation and is obligated to provide complete and accurate documentation of all actual increased cost of performance of its services. In the event that the construction is delayed beyond the scheduled completion date due to the fault of the Architect, as determined by the TJPA in its sole discretion, then the Architect shall

continue to provide construction administration phase services in accordance with this Agreement through the actual completion of construction at no additional charge to the TJPA; Architect may submit any disputed amounts as a claim.

- 1.3.4** The Architect shall receive written authorization from the TJPA prior to proceeding with each phase described under Articles 4, 5 and 6, below.

1.4 PROGRAM

- 1.4.1** The Program elements and requirements for the Project are set forth in Attachment 1. The Project shall result in a Temporary Terminal to provide operating access for various bus transit operators and their customers during the construction of the Transbay Transit Center. The Temporary Terminal will include temporary canopied shelters for bus patrons, a temporary building for use by Greyhound Lines, a temporary customer service building to provide ticket sales, restrooms and other passenger amenities for transit passengers, and other temporary buildings or structures to support staff operations by the transit agencies.
- 1.4.2** The Temporary Terminal Project is part of the Transbay Transit Center Program. The Transbay Transit Center Program is comprised of two larger projects: (1) the Transit Center Project is comprised of the Transbay Transit Center building, Temporary Terminal, Bus Storage facilities, Bus Ramps, and auxiliary features, (2) the Caltrain Downtown Extension (DTX) Project comprises the extension of Caltrain through a tunnel from the existing station at Fourth and King streets to the Transbay Transit Center. The Transbay Transit Center Program is generally described and set forth in the Transbay Terminal/Downtown Caltrain Extension/Redevelopment Project Final Environmental Impact Statement /Environmental Impact Report dated March 2004, which is incorporated here by reference as if fully set forth. The Transbay Transit Center Program is accurately described in a series of documents prepared by the TJPA. It is the responsibility of the Architect to request, review and incorporate requirements for the Project that may be established in such referenced documents.

2 DEFINITIONS

For all purposes of this Agreement, the following definitions shall apply:

2.1 ADDITIONAL SERVICES

shall mean the services that the TJPA, in writing, authorizes the Architect to perform which are in addition to the services included within Basic Services.

2.2 ADVISE

shall mean "make recommendations to."

2.3 APPROPRIATE AUTHORITIES

shall mean any private, local, municipal, county, state, regional or federal authority or agency having jurisdiction of any kind over the Project. This term is intended to include those agencies and authorities that may require information or the filing of plans, specifications, etc., in connection with the Project on either a voluntary or non-voluntary basis. This term includes, but is not limited to, the State Fire Marshall, the San Francisco Planning Department, the San Francisco Department of Public Works, the San Francisco Municipal Transportation Agency, the San Francisco Department of Building Inspection, any of the transit agencies operating or planned to operate at the Temporary Terminal facilities, and other entities as the TJPA may direct.

2.4 ARCHITECT OR CONTRACTOR

shall mean **Carter & Burgess, Inc.** serving as the Prime Consultant under contract with the TJPA for the Project, whether providing architectural, engineering or other professional design services.

2.5 AUTHORIZATION

shall be the direction of the TJPA properly executed by the Executive Director or designee of the TJPA and certified by the Chief Financial Officer of the TJPA for the specific funding of this Agreement or any modification thereof and other written approvals by the TJPA.

2.6 BASIC SERVICES

shall mean the services described in Articles 4, 5 and 6 below that the Architect is required to provide for the Fee and Reimbursable Expense Allowance set forth in Article 8 below.

2.7 CHIEF FINANCIAL OFFICER

shall mean the Financial Manager of the TJPA.

2.8 CITY

shall mean the City and County of San Francisco, a municipal corporation, within whose jurisdiction the Project resides.

2.9 CONSULTANT PROJECT PRINCIPAL-IN-CHARGE

shall mean one prime individual, empowered by the Architect to represent and make decisions and commit the resources of the entire consultant team, whose responsibility is to direct, coordinate and control the entire team in its efforts to successfully prepare and complete the Basic Services described herein, regardless of any other key persons provided.

2.10 CONTRACT DOCUMENTS

shall include the TJPA-Contractor construction contract and all documents designated in the construction contract as part of the construction contract, including working drawings (plans), specifications, addenda, general conditions and special and/or supplementary general conditions of the contract.

2.11 CONSTRUCTION DOCUMENTS

shall include working drawings, specifications, general conditions and special and/or supplementary general conditions, information for bidders, accepted bid proposals and addenda developed to set forth in detail all aspects of the design, function and construction of the Project.

2.12 CONSTRUCTION MANAGER

shall mean the construction consultant retained directly by the TJPA for the purpose of assisting the TJPA in the areas of oversight and management of the construction contractor, estimating value engineering and negotiation of changes to the contract, bidding of contracts, field

inspection, and the like, or TJPA forces designated to provide these services.

2.13 DRAWING SET

shall mean the required submissions of design or construction documents by the Architect to the TJPA. Required Drawing Sets shall be provided in the formats noted below, for each phase of work.

2.13.1 Schematic Design Phase: ten (10) full size and ten (10) half size plotted or printed sets of drawings, and one (1) reproducible set of drawings. CADD files, reports, schedules and other written documents: ten (10) hard copies and original documents on compact disc.

2.13.2 Design Development Phase: ten (10) full size and ten (10) half size sets of drawings, and one (1) reproducible set of drawings. CADD files outline specifications, reports, schedules and other written documents: ten (10) hard copies and original documents on compact disc.

2.13.3 Construction Documents Phase: 50%, 95% and 100% submittals: one (1) full size and ten (10) half size sets of drawings, and one reproducible set of full size drawings. CADD files, outline specifications, reports, schedules and other written documents: one (1) hard copy and original documents on compact disc.

2.13.4 Construction Bid Phase: all documents on compact disc.

2.13.5 CADD drawings shall be provided in AutoCAD R2004 or more recent version, and corresponding pen files and image files, or other computer drawing and drafting software approved by the TJPA.

2.13.6 Written documents, spread sheets and cost estimates on Microsoft Office Suite 2003 (Word and Excel)

2.13.7 Schedules in Microsoft Project 2003.

2.13.8 Audiovisual presentations in Microsoft PowerPoint 2003.

2.13.9 Image files in JPG, GIF, PIC, TIF and BMP formats. These images shall be made available on any storage format selected by the TJPA.

2.13.10 Renderings in Adobe Photoshop 7.0 and 3D Studio VIZ, or other software approved by the TJPA.

2.13.11 Presentation boards, mounted on 3/8-inch or 1/4-inch Gatorboard.

2.13.12 Architectural models shall be composed of painted Plexiglas, wood or other materials as approved by the TJPA and mounted on wooden base with optically clear Plexiglas panel covering suitable for public display.

2.14 FIXED BUDGET LIMIT

as defined in Article 1.2., the Fixed Budget Limit represents the TJPA's budget for bid and award of a construction contract for the complete construction of the Project. The Fixed Budget Limit shall be final and may not be changed except by written amendment to this Agreement specifically referring to a change in the sum specified in Article 1.2. above.

2.15 PROJECT MANAGER

shall mean the TJPA personnel or consultant project manager designated by the TJPA Executive Director to represent the TJPA in all matters pertaining to the Project.

2.16 REQUEST FOR PROPOSALS

shall mean the TJPA's request for proposals (RFP) for professional design services for this Project and the Architect's proposal to provide such services. All requirements of the RFP and the representations made in the Architect's proposal that are not in conflict with provisions of this contract are hereby incorporated by reference and made an integral part of the contract as though fully set forth herein. With respect to any conflict or ambiguity between this Agreement and the RFP or the proposal, this Agreement shall control except where the RFP or the proposal refers to services not otherwise mentioned in this Agreement, in which case and to such extent the RFP or proposal shall control.

2.17 TJPA

shall mean the Transbay Joint Powers Authority.

2.18 TJPA CONSULTANTS

are consultants under direct contract with the TJPA such as program managers, architects and engineers, and financial, legal, community relations, and other consultants. Communication by the Architect with TJPA Consultants shall be through the Project Manager only, unless Architect is authorized by the TJPA to do otherwise. When authorized by the TJPA to make such direct communication, the TJPA Project Manager shall be copied promptly on all such communication. If such authorized communication is oral, then the Architect shall provide the TJPA with written confirmation of the same.

3 STANDARD OF PERFORMANCE

The Architect's obligation is to perform all of its services in accordance with generally accepted standards of professional practice in the design and construction administration of projects of similar size and complexity in the San Francisco Bay Area and with the TJPA's established Quality Management System (Article 62).

4 ARCHITECT'S BASIC SERVICES / GENERAL PROVISIONS

The Architect shall provide as its Basic Services all customary and necessary architectural, engineering and other consulting services during the design phases (Article 5) and during the construction phases (Article 6) of the Project as required to design a complete and comprehensive Project, except for services designated herein as Additional Services, as described in Article 7. Documents prepared by the Architect as part of Basic Services shall not become part of the Contract Documents until authorized by the TJPA as described more fully in Subsection 5.3.10.

Basic Services shall include, without limitation, the following:

4.1 CONSULTING SERVICES

The Architect shall provide the following consulting services as part its Basic Services under this Agreement:

- 4.1.1** Consult with authorized employees, agents and/or representatives and consultants of the TJPA relative to the programming, design, bidding, award and construction of the project.

- 4.1.2** Provide consultation and advice to the TJPA as to the necessity and manner of providing or obtaining services related to the site, such as utility surveys.
- 4.1.3** Review program requirements and site data of the proposed Project furnished to the Architect and advise the TJPA whether such data is sufficient for purposes of design and whether additional data is necessary before the Architect can proceed.
- 4.1.4** Contract for or employ, at Architect's expense within the Basic Services fee, Architect's employees and Architect's consultants as may be necessary or required including, but not limited to, mechanical, civil, electrical, plumbing and/or structural engineers; cost estimator; landscape architect; and other special designers and services as may be necessary for fire protection, life safety, acoustical, audio/visual, lighting, specifications, security, computer infrastructure, food service, parking and traffic control studies for designated impacted areas, and disabled access; and others as may be necessary for complete design of the Project; all parties shall be licensed by the State of California if so required. The Architect shall submit for approval by the TJPA any changes in the subconsultants listed in Attachment 6.

4.2 DESIGNATION OF KEY EMPLOYEES

The Architect shall submit for TJPA approval a list of designated Key Employees including Principal-in-Charge, Project Manager, Lead Project Architect, and Lead Project Engineer, whose roles shall be as defined in the proposal submitted by the Architect. The Key Employees of the Architect who shall, so long as their respective performances continue to be acceptable to the TJPA, remain in charge of the architectural services for the Project. Any changes in assignment or replacement of the Architect's Key Employees or of any other of the Architect's consultants listed in Attachment 6, whether or not as a result of death, disability, termination of employment or otherwise, may be done only with the prior written consent of the TJPA, which consent may be given or withheld in the sole, subjective (but not arbitrary) discretion of the TJPA.

4.3 COORDINATION OF DESIGN TEAM

The Architect shall coordinate its work with the work of all of its consultants to produce comprehensive, complete, coordinated and accurate drawings and specifications for all portions of the Project.

4.4 COORDINATION WITH PUBLIC AGENCIES AND PUBLIC UTILITIES

The Architect shall coordinate with the City, the State Department of Transportation (Caltrans), and other necessary public agencies and public utility providers to identify design requirements as they affect the Project, review designs, and obtain agency and utility provider approvals. Where engineering designs would be prepared by such agencies and utility providers, the Architect shall coordinate their designs with the Project, and incorporate their designs into the Construction Documents or Contract Documents.

4.4.1 San Francisco Departments: The Architect shall coordinate with and work with departments of the City necessary to determine relevant City requirements, develop designs, review and obtain required City approvals of the designs. Such departments include, but are not limited to, the Department of Planning, the Department of Public Works, the Department of Building Inspection, the Municipal Transportation Agency, and the Redevelopment Agency.

4.4.2 Artwork commissioned by the TJPA that is to be incorporated in the Project as an integral building or site element may require coordination with the design and structure of the building or site. Services by the Architect to coordinate the design and structure of the building or site to accommodate the installation of such artwork shall be a part of Basic Services. As directed by the TJPA, the Architect shall coordinate with and work with any representatives the TJPA may designate in the selection of artists for the Project to incorporate requirements for the chosen artwork into the design for the facility. Substantial changes to design documents or other like work required of the Architect to incorporate requirements for the chosen artwork into the project after the completion and acceptance by the TJPA of the design development documents shall be reviewed with and approved by the TJPA prior to incorporation into the Construction

Documents. The Architect is entitled to additional compensation as Additional Services for changes approved by the TJPA.

4.5 COORDINATION WITH TJPA

- 4.5.1** The Architect and key members of its design team shall meet regularly with the Project Manager, TJPA staff and consultants, Construction Manager, and others as directed and determined by the Project Manager at reasonable frequencies so as to keep the design on the desired track and schedule. The design team includes the Architect's Key Employees and consultants assigned to work on this Project as described in Article 4.2 of this agreement.
- 4.5.2** The Architect shall assist in establishing a means of electronic communication using the Constructware software program employed by the TJPA, and fully participate in the TJPA's effort to develop electronic files for this Project of all correspondence with related attachments. The TJPA will provide the software license and train the Architect in use of the software program.
- 4.5.3** The Architect shall assist the TJPA Project Manager in developing RFPs and requests for qualifications (RFQs) for professional services from specialized consultants that may need to be retained by the Architect or TJPA during the course of the Project.
- 4.5.4** The Architect shall cooperate and coordinate its work with the Construction Manager. The TJPA's retention of the Construction Manager is solely for the TJPA's benefit and shall not operate to reduce the Architect's responsibilities hereunder. Communication by the Architect with the Construction Manager may be direct. However, with respect to any written communication, the TJPA shall promptly be copied; with respect to any oral communication, the TJPA shall promptly receive confirmation in writing. In no event shall the Architect issue any communication directing changes that impact time, cost or quality (including, but not limited to substitutions) for the Project without express written authorization from the TJPA.

4.6 TJPA COST CHANGE CONTROL PROCEDURE

4.6.1 The Architect shall cooperate with the TJPA to control design or scope changes that would affect the cost of the Project during the design phases or the construction phase of the Project. The Architect shall comply with a cost change control procedure as may be established by the TJPA for the Project. The purposes of the procedure are:

- (a) To assure that the TJPA requirements for the Project are met,
- (b) To assure that estimated construction costs are understood as the design is developed, and remain within the TJPA Fixed Budget Limit,
- (c) To assure that all proposed changes to the design properly analyze cost effects,
- (d) To avoid unnecessary re-design work by the Architect, and
- (e) To avoid unnecessary additional costs to the TJPA.

4.6.2 The Architect shall fully inform the TJPA of any proposed changes to the design recommended by the Architect, or to the scope of the Project requested by the TJPA or other stakeholders, that would affect the estimated (added or decreased) construction cost for the Project. The Architect shall review with the TJPA the benefits as well as costs of the proposed changes, including the potential effect to TJPA operating costs for the Project. The Architect shall complete a Change Request Form provided by the TJPA providing a summary of the proposed change, and attach such other analyses as may be appropriate for TJPA consideration. Should the recommended change increase the estimated cost of the Project, the Architect shall cooperate with the TJPA to identify other changes to the Project that could reduce cost and offset the recommended increased cost, for approval by the TJPA.

4.6.3 No change shall be incorporated into the design documents unless it has been first approved by the TJPA by written approval of the Change Request Form.

4.6.4 The Architect shall maintain a Change Log of all recommended, pending, approved and incorporated changes, and submit the Change Log to the TJPA monthly throughout the design phases.

- 4.6.5** TJPA approval of any change shall not entitle the Architect to a change in Architect's compensation, unless approved in writing by the TJPA.

4.7 COST ESTIMATING

- 4.7.1** As part of the schematic design documents, the Architect shall review the TJPA program and concept for the Project and prepare an independent Probable Opinion of Construction Cost (cost estimate) for TJPA approval. The cost estimate shall be prepared following ASTM UNIFORMAT II standards, broken down to UNIFORMAT Level III, and shall reflect the estimated cost of each element of the Project. It shall contain a quantity take-off and unit pricing, consistent with the level of design completion, together with a statement of assumptions regarding design contingencies and exclusions.
- 4.7.2** During each subsequent design phase (design development, construction documents 50%, construction documents 95%), the Architect shall update the cost estimate, changing the format to the CSI/MASTERFORMAT 2004, and according to the CSI 50 Division classifications.
- 4.7.3** With each cost estimate prepared by the Architect, all changes to estimated cost shall be considered a cost trend, shall be analyzed by the Architect to determine the cause of the cost change, and shall be presented to the TJPA for approval according to the TJPA cost change control procedure.
- 4.7.4** The Architect shall prepare a new final Engineer's Estimate of Construction Cost based on the 100% complete Construction Documents issued for bidding, and considering the Fixed Budget Limit for the Project.

4.8 CODE COMPLIANCE

The Architect shall comply with requirements of all applicable codes, regulations, and current written interpretation thereof published and in effect during the Architect's services. In the event of changes in such codes, regulations or interpretations during the course of the Project that were not and could not have been reasonably anticipated by the Architect and which result in a substantive change to the construction documents, the Architect shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of

responding to such changes. The Architect shall be responsible, however, to identify, analyze and report to the TJPA pending changes to codes and regulations that would reasonably be expected to affect the design of the Project, including pending changes to the California building codes and San Francisco Building Code to adopt provisions of the International Building Code and other amendments.

4.9 MEETINGS WITH TJPA AND OTHERS

The Architect shall attend meetings concerning the Project with the TJPA Board and staff, and others as necessary, including the following:

- 4.9.1** TJPA Board and staff of the TJPA: The purpose of these meetings will be to assist the Project Manager to present design concepts, solicit comments and answer questions, and report on the progress of the Project.
- 4.9.2** Attend meetings with the TJPA or designated entity for the purposes of selecting artists to participate in the TJPA art program, and for coordination with the artists.
- 4.9.3** City Planning and Department of Building Inspection: Attend meetings to coordinate and obtain comments and approvals.
- 4.9.4** Partnering: If implemented at the discretion of the TJPA, meet as reasonably required by the partnering program developed by the TJPA through the design and construction phases.
- 4.9.5** Community Groups and Public Meetings: Attend meetings as requested by the TJPA to provide information regarding project design issues and solicit community comment.
- 4.9.6** State Authorities including, but not limited to, the State Fire Marshall: Attend meetings to review design issues, receive and respond to comments; obtain approvals as required.

5 ARCHITECT'S BASIC SERVICES / DESIGN PHASE

Upon execution of the Agreement, the TJPA will issue a separate NTP authorizing the Architect to perform design services for each design phase of the Project as set forth below in Article 5. The parties understand and agree that those services delineated below as design development phase services in Article 5.2 and construction document

phase services in Article 5.3 are optional services and are to be performed only upon the written NTP of the TJPA. While the TJPA intends to authorize the Architect to provide the Design Services in Articles 5.2, and 5.3, the TJPA shall do so only when (a) sufficient funds for such services have been appropriated in accordance with the budget and fiscal provisions of the TJPA and (b) the TJPA, in its sole discretion, without waiving any rights, has found that prior services of the Architect to date have been adequately performed.

5.1 SCHEMATIC DESIGN PHASE

Upon NTP for the schematic design phase, the Architect shall:

- 5.1.1** Review with the TJPA the established program, requirements and concept design for confirmation of Project scope, construction cost and schedule. The TJPA has available for the Architect a preliminary concept for layout and operation of the Temporary Terminal. The Architect shall review the concept, report strengths and weaknesses, develop alternative concepts, and recommend a preferred concept for layout and operation of the Temporary Terminal. The Architect shall coordinate with the TJPA, Alameda-Contra Costa Transit District, Greyhound Lines, San Francisco Municipal Railway, Western Contra Costa County Transit Authority, San Mateo County Transit District, Golden Gate Transit, and others as directed by the TJPA, to review and validate the preferred concept and confirm that it can be developed during design to meet all vehicular circulation, passenger flow and other operational requirements of the transit agencies and other users of the facilities.
- 5.1.2** Complete the schematic design studies and documents for the TJPA approved concept design for the Project. Schematic design documents shall include plans, sections, and elevation drawings, study models and perspective sketches necessary to establish the scope, relationships, forms, size and appearance of all components of the Project.
- 5.1.3** If requested by the TJPA, prepare presentation models and perspective renderings necessary to explain the design, including samples of color, finishes and materials to be used in the Project. Renderings and presentation models are a part of Basic Services.

- 5.1.4** Create a systems checklist for selection and approval of systems to be included in the Project such as utilities, mechanical, electrical, communication, and security systems, and other relevant systems and equipment.
- 5.1.5** Prepare a report with narrative description of all components and facilities in the Project, code requirements, including the general types of construction by architectural and engineering disciplines, furnishings, equipment, outline specifications and preliminary seismic, Title 24, energy, mechanical and electrical load calculations for the selected scheme, and city, state and federal disabled access features. Include a list of recommended finish materials and colors.
- 5.1.6** Prepare the cost estimate for the Project required in Article 4.7.1 above, and reconcile any differences with the TJPA's Fixed Budget Limit. Update the design schedule by tasks, personnel and milestones for the remainder of the design services.
- 5.1.7** Review drafts of all schematic design documents, estimates and schedules with the TJPA, and revise as required to incorporate TJPA comments, then issue as final documents.
- 5.1.8** Assist the TJPA to secure all approvals from all appropriate stakeholders and regulatory authorities.
- 5.1.9** Coordinate with the TJPA and the selected artists to incorporate requirements for the chosen artwork in pertinent documents of the schematic design phase.
- 5.1.10** Together with its consultants, make presentations to TJPA, City and state agencies, community groups, and others as directed by the TJPA.

5.2 DESIGN DEVELOPMENT PHASE

Upon approval by the TJPA of the schematic design phase and receipt of written NTP from the TJPA to proceed with the design development phase, the Architect shall:

- 5.2.1** Prepare design development drawings and other documents to fully illustrate and describe the refinement to the design of the Project, establishing the scope, relationships, form, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts for all buildings and site structures including passenger waiting shelters and canopies. Include enlarged plans showing manufacturers' and/or approved transit agencies' bus vehicle turning templates for models of buses planned to operate within the Project.
- 5.2.2** Update and modify the format of the cost estimate submitted during the schematic design phase, based on the design development documents at 90% level of completion. Cooperate and coordinate with the Project Manager to reconcile any differences in cost estimates that the TJPA may separately prepare based on similar level of design completion. Reconcile the estimates with the TJPA Project Fixed Budget Limit.
- 5.2.3** Coordinate with the TJPA and the selected artists to incorporate requirements for the chosen artwork in pertinent documents of the design development phase.
- 5.2.4** Provide a Drawing Set at approved drawing scale of all drawing documents to the Project Manager for review and approval.
- 5.2.5** Review all Design Development documents with the TJPA, and revise documents, estimates and schedules as required in response to TJPA comments.
- 5.2.6** Assist the TJPA to secure all approvals from all appropriate stakeholders and authorities.
- 5.2.7** Together with its consultants, make presentations to TJPA, City and state agencies, stakeholders and community groups as directed by the TJPA.

5.3 CONSTRUCTION DOCUMENT PHASE

Upon approval of the design development phase documents and receipt of written NTP from the TJPA to proceed with the construction document phase, the Architect shall:

- 5.3.1** Prepare, from approved design development phase documents, Construction Documents setting forth in detail the requirements for construction of the Project. The Construction Documents drawings shall include all plans, sections, elevations, enlarged plans, and details necessary to construct the project. Specifications shall include technical specifications conforming to CSI/MASTERFORMAT 2004 standards (50 Divisions), describing technical criteria, standards and requirements for elements of the project. Drawings and specifications shall establish in detail the quality levels of materials, systems and equipment required for the Project. Include in the Construction Documents work required for integration and installation of public art.
- 5.3.2** Prepare the 50% Construction Document submittal to incorporate value engineering comments developed on the basis of completed design development phase documents, as directed by the TJPA, whether such comments were accomplished by the Architect, Construction Manager, or outside consultants.
- 5.3.3** Prepare Construction Documents in full compliance with all applicable building codes, ordinances, other regulatory requirements, and requirements of applicable City departments and utility providers.
- 5.3.4** Assist the TJPA with modifications to the TJPA's standard Conditions of the Contract (General, Supplemental and Other Conditions) to adequately address the requirements of the Project and effectively protect the TJPA's interest; however, Architect shall not incorporate any such changes into the Construction Documents without the written approval of the TJPA.
- 5.3.5** Assist the TJPA in submitting final Construction Documents to the Department of Building Inspection (DBI) for all building permits, as agent for the TJPA (costs of permits to be borne by the TJPA); review as necessary with DBI, revise and resubmit as required for the TJPA to secure all permits.
- 5.3.6** Prepare updates to the cost estimate based on the Construction Documents at 50% and 95% levels of completion. Cooperate and coordinate with the Project Manager and Construction Manager to

reconcile any differences with the TJPA's independent estimates of construction cost based on the Construction Documents at corresponding intervals of completion of the Construction Documents.

- 5.3.7** Submit a new final Engineer's Estimate of Construction Cost with the final 100% complete Construction Documents and Bid Documents for each bid package issued by the TJPA.
- 5.3.8** The Architect shall furnish a Drawing Set of all documents to the TJPA for approval at 50%, 95% and 100% completion, and revise if required and directed by the TJPA.
- 5.3.9** The Architect and all subconsultants shall provide written certification that, to the best of their knowledge, information and belief, the Construction Documents are 100% complete and ready for bid, that they have reviewed the drawings in total and that their own work has been coordinated into the Construction Documents. At any time during the Architect's performance of design services, and upon 100% completion of the construction documents phase, the TJPA may retain architectural/engineering consultants to conduct a peer review of the Contract Documents for constructability and completeness. This peer review, if performed, shall be performed for the benefit of the TJPA and shall in no way decrease the obligation of the Architect to produce a comprehensive, complete and accurate set of construction documents including plans and specifications for the Project.
- 5.3.10** Upon written approval by the TJPA of the 95% submittal set of drawings and specifications, the Architect shall provide the TJPA with a set of final 100% complete Construction Documents ready for bidding. The Architect shall coordinate with the Construction Manager and TJPA to compile the Project Manual that includes conditions of the contract for construction and specifications and may include bidding requirements and bid forms.
- 5.3.11** Together with its consultants, the Architect shall make presentations to TJPA, City and state agencies, stakeholders and community groups as directed by the TJPA

- 5.3.12** At 50% level of completion of the Construction Documents, the Architect shall provide a final color schedule, samples of textures and finishes of all materials specified to be used in the project for review and approval of the TJPA.
- 5.3.13** The Architect shall coordinate with the TJPA and the selected artists to incorporate requirements for the chosen artwork in pertinent documents of the construction document phase.
- 5.3.14** If requested by the TJPA, the Architect shall assist in the prequalification of contractors.

6 ARCHITECT'S BASIC SERVICES / CONSTRUCTION PHASES

The parties understand and agree that those services delineated below as construction phase services are optional services and are to be performed only upon the written direction of the TJPA. While the TJPA intends to authorize the Architect to provide the construction phase services, the TJPA shall do so only when (a) sufficient funds for such services have been appropriated in accordance with the budget and fiscal provisions of the TJPA, and (b) the TJPA, in its sole discretion, without waiving any rights, has found that prior services of the Architect to date have been adequately performed. Upon authorization by the TJPA, the construction phase services become part of Basic Services. Construction phase services shall consist of the following phases of work:

6.1 CONSTRUCTION BID PHASE

Upon solicitation of bids by the TJPA, the Architect shall:

- 6.1.1** Participate in and assist the TJPA with a pre-bid conference.
- 6.1.2** Prepare responses to bidders' questions, interpret Construction Documents, evaluate requests for substitutions and prepare addenda for approved substitutions and clarifications, and assist the TJPA as required in responding to bidders' questions.
- 6.1.3** Provide the TJPA with originals of all addenda to be issued.
- 6.1.4** Assist the TJPA with review and evaluation of bids submitted, and recommendation for award of construction contract.
- 6.1.5** Perform necessary redesign services as may be required under Article 1.2.

- 6.1.6** Upon award of a construction contract consolidate a set of Construction Documents with all addenda, accepted or rejected alternates, incorporated into appropriate specification sections or drawing sheets. From this set, provide the TJPA with a conformed "for construction" Drawing Set and Project Manual including specifications.

6.2 CONSTRUCTION ADMINISTRATION PHASE

Upon award of construction contract to a general contractor ("Contractor") by the TJPA, and upon written NTP from the TJPA to the Architect to proceed with construction administration phase services, the Architect shall provide administration of the contract for construction as set forth below:

- 6.2.1** Provide an updated color schedule, samples of textures and finishes of all materials to be used in the project for review and approval of the TJPA.
- 6.2.2** Update checklists of all special inspection and testing, equipment startups, submittals, warranties, guarantees, maintenance and operation manuals, extra stock and all other close-out documents that will be required of the Construction Manager or Contractor. Determine the acceptability of each item during the course of construction and provide a final status report of all items by the end of construction.
- 6.2.3** Interpret the Contract Documents and furnish original and one copy of all documents in CADD-produced reproducible form of all clarification drawings and other documentation prepared by the Architect for issue by the TJPA.
- 6.2.4** Review requests for information (RFIs), submittals, mock-ups, substitutions, and change requests properly prepared by and received from the Contractor within the time specified in the Contract Documents, and make appropriate recommendations with supporting documentation and data to the TJPA. Any proposed substitutions or revisions shall consider priority of need to keep the construction work on schedule and minimize construction work progress delay. The construction specifications will be prepared to require the construction Contractor to prepare all necessary design documentation to support its substitutions or value engineering proposals.

- 6.2.5** If deemed appropriate by the TJPA, the Architect shall on the TJPA's behalf prepare, reproduce and distribute supplementary drawings and specifications in response to RFIs, or as otherwise required to clarify the design intent of the Construction Documents, or to document construction change directives by the TJPA.
- 6.2.6** The Architect will assist the Construction Manager with preparation of drawings, specifications and other documents that may be necessary for the Construction Manager to prepare change orders and construction change directives for TJPA approval and execution in accordance with the Contract Documents. The TJPA will prepare and effect any required contract modifications and change orders.
- 6.2.7** The Construction Manager will categorize all RFIs and change orders by cause, as follows, of the RFI or change order, and so advise the Architect. This will assist the TJPA in tracking the amount and percentage of additional costs incurred attributable to, for example, Owner requests, Architect errors, Architect omissions, hidden obstructions, unforeseen conditions, Contractor errors, other Contractor-generated conditions, and new regulatory mandates. The Architect shall indicate in writing its concurrence or objection with the Construction Manager's categorization and shall recommend for TJPA consideration any change to the category assigned.
- 6.2.8** Make all revisions and changes to the Contract Documents and prepare additional appropriate documents as directed by the TJPA to correct the Architect's errors, conflicts or omissions at no additional cost to the TJPA.
- 6.2.9** The Architect and its subconsultants shall make visits to the project site as appropriate to the stage of construction or as otherwise agreed by the TJPA and the Architect to (a) become generally familiar with and to keep the TJPA informed about the progress and quality of the portion of the Work completed; (b) to endeavor to guard the TJPA against defects and deficiencies in the Work; and, (c) to determine in general if the Work is being performed in a manner indicating that the Work when fully completed, will be in accordance with the Contract Documents. These

visits are not to be construed to require supervision or inspection, and the Architect shall not be required to make exhaustive or continuous on-site observations of the Work. The Architect shall prepare a written report of each and every site visit, and shall advise and report to the TJPA in writing of any deviations from the Contract Documents, non-conforming items or issues of concern observed during such visits.

6.2.10 The Architect shall attend project meetings throughout the construction phase as requested by the TJPA, the Project Manager or Construction Manager. The Architect shall require that its subconsultants make such visits and attend project meetings when appropriate to observe the progress of work designed or specified by them. It is understood that the TJPA Construction Manager will be responsible for providing day-to-day field inspection services and shall cooperate and coordinate with the Architect in matters pertaining to the Architect's work. The Architect and its subconsultants shall coordinate and cooperate with the Construction Manager to time its visits jointly to observe and discuss the Contractor's field work and installation to reduce duplication of work by both the Construction Manager and Architect.

6.2.11 Additionally, the Architect, as part of Basic Services, will assign at least one senior responsible member of its design team to be available to visit the site within two (2) hours of receiving notice, for the duration of construction until substantial completion, unless otherwise authorized or directed by the TJPA. This staff member shall be authorized to represent and render decisions on behalf of the Architect in all design and construction coordination matters, and shall be charged with representing the design team in responding to questions and clarifications needed on site to minimize disruption to construction. Other consultants, as defined in Article 4.1.4, representing specialty services are required to perform similar on-site services for periods agreed-to between the Architect and the TJPA, and it is the Architect's responsibility to coordinate the availability of other consultants and schedule such on-site services as necessary for the timely progress of the Work.

- 6.2.12** The Architect shall interpret the Contract Documents and advise the TJPA of all decisions rendered. Interpretations by the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form.
- 6.2.13** The Architect acknowledges that the construction contract will be awarded based on the lowest responsive bid by a responsible bidder; that there is no certainty that the successful bidder will cooperate willingly with the Contract Documents; and that the level of administrative difficulties faced by the Architect during the construction phase may vary substantially. Accordingly, the Architect agrees that it shall not seek additional compensation for administrative difficulties the Architect may encounter with the Contractor on the Project; unless the TJPA in its sole discretion determines that the Contractor's performance constitutes a substantial/cardinal breach of the construction contract that would legally permit the TJPA to terminate the construction contract for default should the TJPA so desire.
- 6.2.14** The Architect shall review and advise the TJPA when requested on claims, disputes and other matters in question between Contractor and the TJPA relating to the interpretation of the construction Contract Documents or proposed changes to the same.
- 6.2.15** Except as may otherwise be provided in the Contract Documents or when direct communications have been specifically authorized, the Architect shall only communicate with the Contractor through the TJPA including the Construction Manager or Project Manager. In no event shall the Architect make any directive or communication to the Contractor that will affect the means or methods, time, cost or quality of construction. Communications by and with the Architect's consultants shall be through the Architect.
- 6.2.16** The Architect shall review with the Construction Manager a baseline schedule of values prepared by the Contractor to seek sufficient detail, such as by specification section, floor and space segmentation, to evaluate effectively progress payment requests from the Contractor and provide recommendations to the TJPA.

6.2.17 The Architect shall review the Contractor's application for payment, and recommend to the TJPA certification of the amounts due the Contractor. The Architect's certification of completed work to authorize payment shall constitute a representation to the TJPA, based on the Architect's observations at the site as provided in Article 6.2.9 above, and on the data comprising the Contractor's application for payment, that the work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent test and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall constitute a further representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the work; (b) reviewed construction means, methods, techniques, sequences or procedures; (c) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the TJPA to substantiate the Contractor's right to payment; or (d) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

6.2.18 The Architect shall advise the TJPA to reject work that the Architect believes in good faith does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable to implement the intent of the Contract Documents, the Architect will advise the TJPA to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed.

6.2.19 The Architect shall review proposed procedures and results of testing and special inspection procedures that are required by the construction

Contract Documents, and report comments to the TJPA. Review and advise the TJPA on special testing and/or inspection that may arise due to field conditions or as requested by appropriate authorities. It is understood that separate contracts for testing and special inspection consultants, laboratories or agencies will be arranged by the Construction Manager for approval by the TJPA. Attend inspections with appropriate consultants when requested to do so by the TJPA.

- 6.2.20** The Architect shall review and advise the TJPA as to the approval of substitutions proposed by the Contractor, including advice as to whether or not acceptance of the substitutions will require substantial revision to the Contract Documents. Additional costs incurred by the Architect for substantial revision, as determined by the TJPA, of documents to accommodate the substitutions or equals shall be compensated under Additional Services, if not due to Architect errors or omissions.
- 6.2.21** The Architect shall review and advise the TJPA as to the approval of shop drawings, laboratory reports, samples, wiring and control diagrams, schedules and lists of materials and equipment, and other descriptive data pertaining to specified materials, equipment and storage thereof.
- 6.2.22** The Architect shall review documents and materials that are required by the Contract Documents to be submitted for conformance with the design intent of the Work and with the information given in or inferable from the Contract Documents. Such review shall be made by the Architect upon receipt of submittals that have been dated, signed and approved by the Contractor, except where otherwise directed by the TJPA. The Architect may note the exceptions taken or not taken, the corrections necessary, and the resubmittals required, and will return the documents or materials with such notations to the Contractor as directed by the TJPA. Review and action on an item that is a component of an assembly or system shall not necessarily apply to the entire assembly or system. In its agreement with the Contractor, the TJPA will include a provision (such as clause 4.2.7 for AIA Document A201, 1987 edition) specifying that the Architect's review of the Contractor's submittals does not alter the Contractor's responsibility for errors and omissions in such submittals; it is the Architect's responsibility

to check the Contract Documents prior to advertisement for Bids to ensure that said provision is included.

- 6.2.23** After compilation of the final punchlist by the Contractor, the Architect, in conjunction with the Construction Manager, will verify the final punchlist, recommend changes, participate in site visits to determine and track the status of the acceptability of all punchlist items, participate in the final review of the Project and advise the TJPA as to the approval of work performed by Contractor.
- 6.2.24** Assist the Construction Manager and a commissioning agent if retained by the TJPA in arranging for building commissioning, start-up and testing, adjusting and balancing and the coordination of operational testing and proper functioning of all installed equipment, and any building commissioning that may be required related to applications by the TJPA for LEED (Leadership in Energy and Environmental Design) certification. Submit a statement to the TJPA as to the proper functioning of all items of equipment prior to the release of final payment to the Contractor.
- 6.2.25** Conduct observations and review completed work to determine the date or dates of substantial completion and the date of final completion and advise the TJPA in writing as to the same. The Architect shall advise the TJPA as to the appropriateness of the issuance of a final Certificate for Payment.
- 6.2.26** The Architect shall at all times have access to the Work.
- 6.2.27** The Architect shall have authority to make interpretations and decisions in matters relating to appearance and aesthetic or artistic effects where they do not conflict with any design element previously approved by the TJPA and where such decisions are consistent with the intent of the Contract Documents; provided the TJPA shall retain the authority to make the final interpretations and decisions. Whenever interpreting or making decisions concerning an integrated artwork commissioned by the TJPA, the Architect must obtain TJPA approval prior to making any such interpretation or decision. The Architect shall be responsible for any additional construction costs arising out of any aesthetic change initiated by the Architect after the commencement of construction, unless payment

to the Contractor for and notice to the Architect to implement such changes have been specifically approved in writing by the TJPA in advance of the Architect making the changes to the construction documents.

- 6.2.28** Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, scheduling, sequences or procedures, for safety precautions and programs in connection with construction of the Project; for the acts or omissions of the Contractor, its subcontractors or any other persons performing any of the Work on the Project (unless directly employed or retained by the Architect); or for the failure of any of them to carry out the Work on the Project in accordance with the Contract Documents.
- 6.2.29** The Architect shall coordinate with all artists in the installation of artwork, either by the artists, contractors or separate installers that are to be incorporated in the Project as an integral building or site element.
- 6.2.30** The Architect shall not have the authority to stop the work unless specific authorization has been granted in writing by the TJPA.
- 6.2.31** All design-build systems recommended by the Architect and submitted by the Contractor shall be reviewed and stamped by the Architect in a timely manner for conformance with the intent of the design drawings and specifications.
- 6.2.32** The Architect shall prepare record drawings showing changes and relations in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect. The TJPA understands and acknowledges that the Architect must evaluate and verify the accuracy or completeness of information which will be furnished to the Architect by other parties and required to be incorporated into the record drawings. The Architect shall be responsible for any inaccuracies, errors, omissions, ambiguities, or conflicts which may be introduced into the record drawings to the extent due to the fault of the Architect.

6.3 WARRANTY PHASE

The Architect shall assist the TJPA's maintenance and operation personnel in conducting warranty inspections during the warranty period following Final Completion as set forth below:

- 6.3.1** Architect shall observe and review the condition of completed work, and provide assistance to the TJPA to develop a list of Corrective Warranty Work and a schedule for completion for systems, components, equipment, and finishes that have failed to meet the specified performance criteria or the terms of specific product warranties during the warranty period following Final Completion.
- 6.3.2** The Final Warranty Inspection shall take place no earlier than the eleventh (11th) month following Final Completion and no later than the twelfth (12th) month following Final Completion.
- 6.3.3** In the event that systems, components, equipment, and finishes fail to meet the specified performance criteria or the terms of specific product warranties at any time prior to the Final Warranty Inspection, Architect shall observe and review the condition of completed work, and provide assistance to the TJPA to develop a list of Corrective Warranty Work and a schedule for completion.

7 ADDITIONAL SERVICES

As defined in paragraph 2.1 above, Additional Services are services in addition to the Basic Services of this Agreement. The Architect shall not proceed with any Additional Services without the written authorization of the TJPA. The written authorization to perform Additional Services must include a statement describing the services as Additional Services. In the event the TJPA believes certain services to be part of Basic Services which the Architect contends are Additional Services, the Architect shall not perform such services until (a) the Architect provides the TJPA with written notice of the contention with factual support and (b) the TJPA then instructs the Architect in writing to proceed, in which case the issue with respect to whether the services are Additional Services shall be determined pursuant to the terms of this Agreement.

Additional Services include the following:

- 7.1** Financial feasibility studies.
- 7.2** Services for future systems and equipment that are not intended to be constructed or provided for during the construction administration phase. However, provisions for advances in computer technology (e.g., software upgrades) are to be made as part of Basic Services.
- 7.3** Services relative to detailed investigation, surveys, valuations, inventories, or appraisals of existing conditions, facilities, equipment or furnishings, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by others.
- 7.4** Detailed quantity surveys or inventories of material, equipment, furnishings and labor.
- 7.5** Services required in connection with construction performed by the TJPA that is not part of the Project Work, except as indicated in the Agreement.
- 7.6** Providing consultation concerning replacement of any Work damaged by fire or other cause during construction and furnishing services as may be required in connection with the replacement of such Work.
- 7.7** Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or otherwise caused by the Contractor or others during construction, excluding the Architect's consultants or employees.
- 7.8** Not Used.
- 7.9** Preparing design and construction documents for procurement or manufacture or creation of artwork that is to be incorporated in the Project as an integral building or site element, beyond those services necessary to coordinate the design and structure of the building or site to accommodate the installation of such artwork.
- 7.10** Providing services more than one year after Final Completion, unless such services are required as a result of the Architect's negligent error or omissions.

- 7.11** Providing services, consultants, or scope of work not stipulated as included in this Agreement, and not customarily provided as part of an Architect's Basic Services, which include but are not limited to:
- 7.11.1** Wind, shadow study, and environmental consultants.
 - 7.11.2** Archaeological or historic resources consultants.
 - 7.11.3** Hazardous materials consultants.
 - 7.11.4** Other specialized consultants requested by the TJPA that were not included on the Architect's team upon execution of this agreement.
 - 7.11.5** Structural engineering: time history analysis and/or design of shoring, excavation, bracing and underpinning systems; however, Architect shall review as part of Basic Services such design elements submitted by the Construction Contractor.
- 7.12** Additional Services made necessary by reversals of authorizations, approvals or instructions previously given by the TJPA but only such services as are in excess of what would have been required if there had not been such reversals.
- 7.13** Additional Services to incorporate substantial structural changes or other like work to integrate the artwork administered by the TJPA after the completion and acceptance of the design development phase drawings.
- 7.14** Services in connection with change in scope of the Project directed by the TJPA, but not including changes proposed and recommended by the Architect.
- 7.15** Geotechnical engineering.
- 7.16** Coordination of tenant move and relocation.
- 7.17** On-site representation beyond those services defined as Basic Services.

8 COMPENSATION

No charge shall be incurred under this Agreement nor shall any payments become due to the Architect until final reports, documents, or services as required under this Agreement have been completed and are received from the Architect and approved by

the TJPA as being in accordance with this Agreement, or until the TJPA agrees that services covered under the payment request have been satisfactorily performed.

The TJPA shall compensate the Architect as follows:

8.1 BASIC SERVICES

For all of the Architect's Basic Services, the Architect shall be paid a Fee not to exceed \$1,680,000.00 which shall include all subconsultant fees and normal costs to the Project including all phone calls, faxes, in-house and subconsultant coordination, presentation, printing, reproductions as required by this Agreement and the like, and those specific costs defined in Article 8.4.5., excluding only those costs for Additional Services and amounts for Reimbursable Expenses associated with Additional Services. Payment for Basic Services shall be made in accordance with the Fee Schedule set forth per the following:

Project Phase	Percentage of Total Contract Amount	Not-to-Exceed Fee by Project Phase
Schematic Design	20%	\$336,000.00
Design Development	20%	\$336,000.00
Construction Documents	32%	\$537,600.00
Bid & Award Support	2%	\$33,600.00
Construction Administration	25%	\$420,000.00
Warranty Period Support	1%	\$16,800.00
TOTAL CONTRACT AMOUNT	100%	\$1,680,000.00

8.2 ADDITIONAL SERVICES

As defined in Article 2.1. above, Additional Services are services not specified or required in the Agreement as Basic Services. The TJPA shall not compensate the Architect for Additional Services unless such services are authorized in writing prior to performance by the Architect. The Architect shall monitor TJPA-approved Additional Services, and aggregate billings for Additional Services shall not exceed \$450,000.00. Payment for Additional Services shall be made in accordance with the Fee Schedule set forth in Attachment 3.

8.3 FURNISHINGS, FURNITURE AND EQUIPMENT NOT AFFIXED

At the request of the TJPA, the Architect shall provide services to design and prepare documents for procurement and installation of furnishings, furniture and equipment not

affixed to the building; which services shall be Additional Services. The Architect will, however, coordinate such design, procurement or installation in the building as part of the Architect's Basic Services.

8.4 REIMBURSABLE EXPENSES

Reimbursable Expenses for Additional Services shall be invoiced by the Architect's accounting categories and shall be subject to the audit provisions of this Agreement.

8.4.1 Only the actual costs incurred by the Architect shall be allowed and invoiced as Reimbursable Expenses. The Architect shall not submit reimbursable expenses without prior written authorization from the TJPA. There shall be no mark-ups of any kind allowed on costs reimbursed under Article 8.4.

8.4.2 If requested by the TJPA, the Architect will obtain and submit to the TJPA a quote from its insurance carrier for the cost of premiums for project specific professional liability, insurance as specified in Article 12.1.5. If approved by the TJPA, the actual cost for the insurance coverage will be included in this contract as a part of the Basic Services Fee and not as a Reimbursable Expense for Additional Services. There will be no mark-ups allowed on costs reimbursed.

8.4.3 Reimbursable Expenses shall include reproduction costs beyond those required under Articles 4, 5 and 6 of this Agreement.

8.4.4 Renderings, computer-animated presentations and presentation models requested and approved in writing in advance by the TJPA required under Articles 4, 5 and 6 of this Agreement are considered a part of the Basic Services Fee. Such documents prepared by the Architect without written advance approval by the TJPA shall be considered not reimbursable.

8.4.5 The following items are considered normal project costs, a part of the Basic Services Fee, and are **not** considered Reimbursable Expenses: (a) phone calls, faxes, mail, express mail, courier delivery or overnight delivery service charges, or other communications charges between members of the Architect's Design Team, regardless of location; regional phone calls and faxes for all area codes having any geographical land area within 100 miles of San Francisco even though its outlying boundary

exceeds the 100 mile limitation; (b) Internet gateways, FTP sites or data file transfer or research services; (c) travel within 100 mile radius of San Francisco; travel outside 100 mile radius of San Francisco unless approved in writing in advance by the TJPA; (d) in-house coordination materials among the Architect's team and subconsultants, including photocopy and drawing materials, messenger services; (e) presentation material, reproductions, as required by Articles 4, 5 and 6 of this Agreement, all CADD and other computer-related time and expenses in support of those items specifically listed in Articles 4, 5 and 6 of this Agreement; and (f) food and beverage and entertainment charges of any kind unless approved in writing in advance by the TJPA.

8.5 PAYMENT SCHEDULE AND INVOICES

8.5.1 The Architect will submit invoices for work in progress no more than once each month for Basic Services, including construction administration phase services. Fees are to be charged on a percentage completed basis within the course of each phase. Fees paid will be based on the actual percentage of work completed subject to the specified maximum per phase as noted in the Payment Schedule described in Article 8.1 above. If the Architect earns fees less than the maximum allowed for any phase set forth below, the remaining amount that could have been earned on that phase may be earned during a subsequent phase.

8.5.2 All invoices submitted to the TJPA for services performed under this Agreement shall identify the percentage of completion and the amount of payment for each major work element, and shall be in accordance with the TJPA-approved Form of Invoice.

8.5.3 For both lump sum and hourly work, the Architect shall furnish copies of invoices submitted by subconsultants to substantiate reimbursement, and the invoices shall provide the same type of information requested above, together with the percentage and cost of work completed by Disadvantaged Business Enterprise (DBE) subconsultants. For hourly work, copies of certified timesheet records shall be submitted for all employees indicating the number of hours worked by period, and the approved billing rate.

- 8.5.4** The Architect shall receive compensation only for those Additional Services authorized in writing by the TJPA in advance of the Architect's performance of the work, and in accordance with the rate schedule found in Attachment 3, which includes subconsultant fee schedules.
- 8.5.5** The hourly rates on Attachment 3 shall be the best discount given to any client of the Architect under similar circumstances.
- 8.5.6** There shall be no mark-ups by the Architect for the cost of professional consultants retained by the Architect in the performance of its Basic Services. Allowable mark-ups for professional consultants retained for approved Additional Services shall be 1.02 times the subconsultants' bill to the Architect. No mark-ups of any kind shall be allowed for reimbursable expenses as defined in this Agreement invoiced by or to the Architect that were incurred for either Basic Services or Additional Services.
- 8.5.7** Alternatively, a lump sum or guaranteed maximum fee for Additional Services may be authorized by the TJPA prior to commencement of work on these services.
- 8.5.8** If during the course of construction, the TJPA determines at its sole discretion that modifications to Construction Documents or Contract Documents are required due to errors or omissions on the part of the Architect or its subconsultants in the final Construction Documents working drawings and specifications, the Architect shall not be entitled to additional compensation for the cost of developing, preparing or reproducing the necessary revised drawings and specifications to correct said errors or omissions nor shall the Architect be compensated in its fee for the cost of extra design work made necessary by errors or omissions of the Architect or its subconsultants.
- 8.5.9** No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to the Contractor or on account of the cost of changes in the work other than those for which the Architect is responsible.

- 8.5.10** Payment to the Architect during the construction phase will be made monthly in relation to the percentage of completion of the work by the Contractor in the following manner:
- 25% construction work complete, up to 35% construction phase fee
 - 50% construction work complete, up to 65% construction phase fee
 - 75% construction work complete, up to 80% construction phase fee
 - Substantial completion of construction, up to 95% construction phase fee
 - Final acceptance, up to 100% construction phase fee
- 8.5.11** The TJPA shall retain five percent (5%) of the amount on each invoice submitted by the Architect for Basic Services, pending satisfactorily completion by the Architect of all work in the phase, and approval by the TJPA; upon approval the amount retained will be released to the Architect. There shall be no retention on Reimbursable Expenses or Additional Services.
- 8.5.12** Payments of Reimbursable Expenses shall be made monthly upon presentation by the Architect of an itemized statement of actual expenses incurred with a detailed cost breakout and supporting invoices and copies of original receipts.
- 8.5.13** The Reimbursable Expense allowances set forth in Article 8.4 above provide only for costs which are defined as part of Basic Services or Additional Services Fees and are subject to the DBE participation requirements of the TJPA policy.
- 8.5.14** A maximum of eighty percent (80%) of the Reimbursable Expense Allowance (see Article 8.4.) shall be allowed through completion of the construction documents phase. The Architect shall not exceed this allowance or the total allowance without the prior written authorization of the TJPA.
- 8.5.15** Subject to the provisions of Article 11.3.1. below, if the Project is suspended for more than one hundred eighty (180) days or abandoned in whole or in part, the Architect shall be compensated for services

satisfactorily performed prior to receipt of written notice from the TJPA of such suspension or abandonment. If the Project is resumed after being suspended for more than one hundred eighty (180) days, the Architect's compensation for the remainder of the services to be provided for the Project shall be subject to renegotiation.

8.5.16 The TJPA shall make payment to the Architect at the following address: Carter & Burgess, Inc., P.O. Box 99350, Fort Worth, TX 76199-0350. The TJPA shall make a good faith effort to pay undisputed amounts within 45 days of receiving a proper invoice from the Architect. However, in no event shall the TJPA be liable for interest or late charges for any late payments.

8.6 WITHHOLDING OF PAYMENT

The TJPA may reasonably withhold payment to the Architect pending resolution, in an amount equal to questioned, disputed or disapproved amounts, or for work not satisfactorily completed or delivered as required by this Agreement or for amounts incurred by the TJPA in connection with the Architect's negligent errors or omissions. Payments for other amounts due on the same or other invoice shall not be unreasonably withheld or delayed. The TJPA shall endeavor to issue payments of undisputed amounts to the Architect within sixty (60) days following the receipt of complete and accurate invoices.

8.7 DISALLOWANCE

In the event the Architect claims or receives payment from the TJPA for a service, including progress payment, reimbursement for which is later disallowed by the TJPA, the Architect 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 the Architect.

8.8 PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The issuance of any progress payment by the TJPA, or the receipt thereof by the Architect, shall in no way lessen the liability of the Architect to correct unsatisfactory work although the unsatisfactory nature of such work may or may not have been apparent or detected at the time such payment was made.

9 TJPA'S RESPONSIBILITIES

The TJPA shall:

9.1 APPROVALS

Obtain approvals from Appropriate Authorities, as defined herein, with the assistance of the Architect, and promptly render decisions, when within its power to do so, pertaining thereto to avoid unreasonable delays in the progress of the Project.

9.2 BIDS

Advertise and receive bids for the construction of the Project.

9.3 BUILDING INSPECTORS

Provide building inspectors for the construction phase.

9.4 DEFICIENCIES

Promptly notify the Architect in writing of apparent deficiencies in materials or workmanship discovered within eleven (11) months from submission of the final punchlist.

9.5 FEES

Pay all fees required to secure building permits.

9.6 HAZARDOUS SUBSTANCES

Acknowledge that the discovery, presence, handling or removal of asbestos, asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances, which may presently exist at the job site, is outside of the Architect's expertise and is not included in the scope of work the Architect is to perform nor included in the Architect's insurance. The TJPA therefore agrees to hire one or more expert consultants in this field to deal with these problems if the Project involves such materials. Even though the Contract Documents may incorporate the work of such other consultants, the Architect shall not be responsible for the discovery, presence, handling or removal of such materials.

9.7 NONAFFIXED FURNITURE AND EQUIPMENT

Be responsible for purchase and coordination with successful vendors for delivery, assembly, storage and placement of loose furniture, furnishings and equipment not included within the Construction Documents and Contract Documents prepared by the Architect.

9.8 PROJECT DATA

Furnish the following project data to the Architect:

- (a) Civil Engineering Data: Furnish an existing Site Utilities Plan including water, gas, drainage, sewer, power, telecommunications and site drainage. Data shall be provided in hard copy and electronic (CADD) file formats.
- (b) Mapping and Surveying Data: Furnish reproducible drawings including a site plan of the Project site that are clear and legible, and accurate within accepted industry standards. Furnish relevant and necessary survey information, including the following: topographic map; utility locations (surface features), utility tunnel alignment locations (including height and width), building location, and site boundaries to be shown based on available legal description. Data shall be provided in hard copy and electronic (CADD) file formats.
- (c) Geotechnical Data: Furnish soil and geological reports and data; including test logs' allowable soil bearing pressures under dead, live and short-term lateral loading; retaining wall design criteria; soil profile type; near source factors per the applicable building codes; and other data necessary reasonably to define subsoil conditions. Furnish special testing and inspection services as required for the aforementioned items.
- (d) Electrical Engineering Data: Furnish data regarding capacity, location and routing of existing building systems: electrical power and distribution, fire-life safety, communications, and security.
- (e) Mechanical Engineering Data: Furnish data water supply, drainage, sewage collection and disposal.

- (f) The services, information, surveys, and reports required by Article 9.8 shall be furnished at the TJPA's expense, and Architect shall be entitled to rely upon their accuracy and completeness, except that Architect may not rely upon and must question in writing to the TJPA any information that appears incorrect based upon Architect's experience or knowledge of the Project.

9.9 PROJECT MANAGER

Designate a Project Manager who shall coordinate his or her duties with the Architect as provided herein.

9.10 RESPOND TO SUBMITTALS

Review and respond in writing at the following phases within ten (10) working days of submittal by the Architect to all aspects of the documents:

- (a) Schematic Design Phase
- (b) Design Development Phase
- (c) Construction Document Phase
- (d) Construction Bidding Phase
- (e) Construction Administration Phase
- (f) Warranty Phase

9.11 TESTS AND INSPECTIONS

Furnish tests and inspections as required during the construction phase for structural, mechanical, chemical and other laboratory tests, inspections, special inspections and reports specified by the Architect in the Construction Documents.

10 DOCUMENTS AND OWNERSHIP OF DOCUMENTS

- (a) All documents, electronic, written or graphic, including Drawing Sets, CADD files and other computer files prepared by the Architect shall be made and remain the property of the TJPA, including all intellectual property rights to all documents; provided, however, that the Architect shall be entitled to one reproducible copy thereof and CADD files, made at the Architect's expense. As part of Basic Services, Architect shall provide the TJPA with one licensed copy of software that will allow the TJPA to view the

electronic CADD files prepared by the Architect or its subconsultants. Additionally, the Architect shall provide technical specifications for any computer hardware required to use the provided software and files.

(b) All presentation drawings, models, films and videos, simulations or other presentation materials shall be and remain the property of the TJPA.

(c) Should the TJPA or any other person, firm or legal entity under the authority and control of the TJPA, without the Architect's participation, use, reuse, or modify the Architect's drawings, specifications or other documents prepared under this Agreement, the TJPA agrees to notify the Architect of said intended use. The Architect shall not be responsible for any loss, costs or expenses incurred by any party arising out of such use, reuse or modification of the Architect's drawings, specifications, and other documents.

(d) The TJPA acknowledges that in using magnetic media data may be lost in translation from one format to another, or that electronic data may be altered, whether inadvertently or otherwise, and that there is a risk that errors or omissions may appear in any subsequent output as a result of software/hardware failure.

11 TERMINATION OF AGREEMENT

11.1 BY EITHER PARTY

Either party may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (a) not fewer than ten (10) calendar days written notice (delivery by certified mail, return receipt requested) of its intent to terminate; and (b) an opportunity for consultation and to rectify failures of obligations within thirty (30) days of consultation with the terminating party before termination becomes effective.

11.2 BY TJPA

The TJPA may terminate this Agreement, in whole or in part, in writing, for its convenience if the termination is for good cause (such as for legal or financial reasons, major changes in the work or program requirements) and the Architect is given (a) thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of

the TJPA's intent to terminate; and (b) an opportunity for consultation with the TJPA before termination becomes effective.

11.3 CONDITIONS OF TERMINATION

11.3.1 If, after completion of the construction documents phase, the TJPA either terminates for convenience or suspends the Project in excess of one hundred eighty (180) days, and the TJPA in its sole discretion could have otherwise proceeded with the Project but for circumstances outside the control of the Architect, then the TJPA will acknowledge that the Architect will have expended time and effort in excess of that reflected in actual compensation, and, accordingly, the TJPA shall pay the Architect two and one-half percent (2.5%) of the total fee, reducing the construction bid phase fee to zero (\$0). If the Project is recommenced, the Architect will perform the construction bid phase services at no additional charge. If the TJPA terminates this Agreement for default or for convenience, an equitable adjustment in the price provided for in this Agreement shall be made, but (a) no amount shall be allowed for anticipated profit on unperformed services or other work (except as provided in Article 8.5.15 above); and (b) in the event of default by the Architect, any payment due to the Architect at the time of termination may be adjusted to the extent of any additional costs the TJPA incurs because of the default. The equitable adjustment in price shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the Architect for services rendered and expenses incurred before the termination in addition to termination settlement costs the Architect reasonably incurs relating to commitments which had become firm before the termination.

11.3.2 Upon receipt of a termination action under Article 11.1 or 11.2, the Architect shall (a) promptly discontinue all services affected (unless the notice directs otherwise); and (b) deliver or otherwise make available to the TJPA all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as the Architect and its consultants may have accumulated in performing this Agreement, whether completed or in progress.

- 11.3.3** Upon termination under Articles 11.1. or 11.2, the TJPA may take over the work and prosecute the same to completion by agreement with another party, with TJPA forces or otherwise. The TJPA may be free to engage another architect or to utilize such plans, drawings, specifications and other work prepared by the Architect for the Project. Such other architect shall expressly assume the responsibility of "Architect of Record," and shall be responsible for negligent errors and omissions on such plans, drawings, specifications and other work.
- 11.3.4** If, after termination for failure of the Architect to fulfill contractual obligations, it is determined that the Architect had not so failed, the termination shall be deemed to have been effected for the convenience of the TJPA. In such an event, an adjustment of the fee shall be made pursuant to Article 11.3.1.
- 11.3.5** If the TJPA fails to make payment when due to the Architect for services and expenses which both parties agree to have been properly rendered, the Architect may, upon sixty (60) days written notice to the TJPA, suspend performance of services under this Agreement until payment is received. In the event of said suspension, the Architect shall have no liability for delay or damage caused to the TJPA as a result of the suspension.

12 INSURANCE

12.1 COVERAGES

The Architect will maintain in force, during the full term of the Agreement, and for as long as the TJPA and City face exposure from the activities pursuant to this Agreement, insurance by an insurance company or companies admitted in the State of California with a rating of A-:VI or better or companies otherwise acceptable to the TJPA.

Coverage shall be as follows:

- 12.1.1** Workers' compensation with employers' liability not less than \$1,000,000 each accident.
- 12.1.2** Commercial general liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate, including contractual liability, and completed operations coverages.

- 12.1.3** Commercial automobile liability insurance with limits not less than \$1,000,000 per accident combined single limit bodily injury and property damage, including owned, non-owned and hired auto coverages, as applicable.
- 12.1.4** General liability and automotive liability insurance policies shall provide or be endorsed to provide the following:
- (a) Policies shall include as Additional Insureds the TJPA and City and County of San Francisco, its Officers, Employees, and Members of Commissions.
 - (b) Such policies shall be primary insurance to and shall not require contribution with any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement.
 - (c) Such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not increase the insurer's limits of liability.
- 12.1.5** Architect's professional liability insurance, as follows:
- (a) From the effective date of this Agreement, the Architect shall maintain practice insurance covering its negligent acts, errors or omissions, with limits not less than \$5,000,000 per claim and in the aggregate.
 - (b) If requested by the TJPA, within sixty-one (61) days from the effective date of this Agreement, the Architect shall obtain, retroactive to the effective date of this Agreement, a project professional liability insurance policy dedicated solely to the Project (the "Project Policy"). The Project Policy shall protect against any negligent act, error or omission arising out of the design or engineering activities with respect to the Project, including coverage for acts by subconsultants for whose work the Architect is responsible under this Agreement. The Project Policy shall be endorsed to provide the following:
 - (i) That the TJPA is the sole agent for notice and premiums;

- (ii) That there will be a joint defense coverage against third party claims; and
- (iii) That the TJPA, as the named Additional Insured-Owner, may assert claims against other Additional Insureds.

12.2 ENDORSEMENTS

All policies shall be endorsed to provide thirty (30) days advance written notice to the TJPA of cancellation, non-renewal or reduction in coverage, mailed to the following address:

Transbay Joint Powers Authority
Attention: Maria Ayerdi, Executive Director
201 Mission St., Suite 1960
San Francisco, CA 94105

12.3 CERTIFICATES OF INSURANCE

Certificates of insurance, in form and with insurers satisfactory to the TJPA, evidencing all coverages specified above, shall be furnished to the TJPA prior to award and before commencing any operations under this Agreement. Upon the written request of the TJPA, Architect shall promptly provide to TJPA copies of those portions of the policies containing information necessary for TJPA to make a claim. In the event such proof of insurance is not delivered as required or in the event such insurance is canceled at any time and no replacement coverage is provided, TJPA has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this agreement and to pay the premium. Any premium so paid by the TJPA shall be charged to and promptly paid by Architect or deducted from sums due Architect at TJPA option. Architect and TJPA agree that any actual or alleged failure of TJPA to inform Architect of noncompliance with any insurance requirement in no way imposes any additional obligations on TJPA nor does it waive any rights of TJPA in this or any other regard.

12.4 OTHER COVERAGES

Any coverages for which the Architect proposes to self-insure any portion of the risk, or any intention to operate vehicles other than automobiles (e.g., boats, aircraft) shall require prior TJPA approval of the appropriate insurance to be agreed upon.

13 INDEMNIFICATION

13.1 GENERALLY

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

13.2 LIMITATIONS

- 13.2.1** No insurance policy covering the Architect's performance under this Agreement shall operate to limit the Architect's liability under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such liability.
- 13.2.2** The Architect assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee
- 13.2.3** The Architect's indemnification obligations of claims involving "Professional Liability" (claims involving acts, errors or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Architect's negligence or other breach of duty.

13.3 COPYRIGHT INFRINGEMENT

Architect shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the TJPA, or any of its boards, commissions, officers, or employees of articles or services to be supplied in their performance of Architect's

services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, shall be considered a material breach of contract, if not the basis for indemnification under the law.

14 MODIFICATIONS

The Architect shall do no work in addition to or beyond the scope of the services set forth and contemplated by this Agreement unless and until it is authorized to do so by the issuance to it of a "Modification of Contract," duly executed and bearing the Chief Financial Officer's certification that funds are available for additional work.

15 INDEPENDENT CONTRACTOR

The Architect shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the service required of it by the terms of this Agreement. The Architect shall be liable for any act or acts of its own, of its agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee between the TJPA and the Architect or its agents and employees.

16 AUDIT AND INSPECTION OF RECORDS

The Architect agrees to maintain and make available to the TJPA accurate books and accounting records relative to its activities under this Agreement. The Architect 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 reimbursable expenses and additional services provided on an hourly basis, whether funded in whole or in part under this Agreement.

The Architect shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until after final audit has been resolved, whichever is later.

A clause similar to this shall be included in all subagreements between the Architect and subconsultants giving the TJPA the same rights against the subconsultants. Canceled checks of payments to subconsultants must be maintained by the Architect and made available to the TJPA upon request.

The TJPA may initiate an audit under this Agreement by written notice, upon not fewer than seven (7) calendar days.

17 SUBCONSULTANTS

The Architect is permitted to subcontract portions of the services to be performed under this Agreement only after the prior written approval by the TJPA. The Architect shall be responsible for its subconsultants or subcontractors throughout the course of the work to be performed under this Agreement. Execution of this Agreement shall constitute approval of the firms and individuals listed on Attachment 6 as subconsultants and/or subcontractors on this Project.

Substitutions may be made for any consultants listed on Attachment 6 for (a) failure to perform to a reasonable level of professional competence, (b) inability to provide sufficient staff to meet the Project requirements and schedules, or (c) unwillingness to negotiate reasonable contract terms or compensation.

The TJPA will reserve the right to request specific consultants with specific expertise to be added to the team to provide Basic Services or Additional Services if the TJPA determines that specific expertise is lacking in the project team or if the TJPA believes it is in the TJPA's best interest to assign a particular subconsultant to the Architect.

Substitutions of DBE firms shall be made on equal basis upon written request and recommendation by the Architect and written approval by the TJPA. The Architect shall hold harmless, indemnify and defend the TJPA from any claim that may arise out of any approval of substitutions.

18 TAXES

All taxes levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be borne by the Architect. The Architect is to provide a Business Tax Registration Certification in order to certify this contract.

19 PROPRIETARY INFORMATION OF THE TJPA

The Architect understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, the Architect may have access to private or confidential information which may be owned or controlled by the TJPA and that such information may contain proprietary details, the disclosure of which to third parties would be damaging to the TJPA. The Architect agrees that all such information disclosed by the TJPA to the Architect shall be held in confidence and used only in the performance of the Agreement. The Architect shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

20 ADMINISTRATIVE REMEDY FOR DISPUTES

The parties shall attempt in good faith to resolve by negotiating any disagreements between them concerning the interpretation of this Agreement.

For any dispute arising out of this Agreement, the aggrieved party shall furnish the other party with a notice of dispute within fifteen (15) days after the determination of the dispute. The party receiving a notice of dispute shall submit a written response within fourteen (14) days after delivery of the notice. The notice and response shall contain the following: (i) a statement of the party's position and a summary of the arguments supporting that position, and (ii) any evidence supporting the party's position, relevant documents should be attached. The TJPA's Executive Director shall issue a written decision as to all disputes under this Article. The decision of the Executive Director shall be administratively final and conclusive.

The status of any dispute notwithstanding, the Architect shall proceed diligently with the performance of its obligations under the Agreement in accordance with the written directions of the TJPA. If the dispute is resolved in the Architect's favor, the Architect shall be compensated for actual, documented extra costs incurred in complying with the TJPA's interpretation or direction.

If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party, however, shall be entitled to legal fees or costs for matters resolved under this Article.

21 SEVERABILITY

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

22 ENTIRE AGREEMENT

All of the Agreement between the parties is included herein and no warranties expressed or implied, representations, promises, or statements have been made by either party unless endorsed hereon in writing, and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this Agreement.

23 NOTICES

Any notice may be served effectively upon the TJPA or the Architect by delivering it in writing or by depositing the written notice with the United States Postal Service with postage fully prepaid and addressed to the party to receive the notice, at the respective addresses set forth below. In addition, any notice may be served effectively by delivering or mailing it, as in this paragraph provided, addressed to any other place or places at the TJPA or the Architect, by written notice served upon the other, from time to time may designate.

TJPA'S ADDRESS:

Transbay Joint Powers Authority
Attention: Maria Ayerdi, Executive Director
201 Mission St., Suite 1960
San Francisco, CA 94105

ARCHITECT'S ADDRESS:

Carter & Burgess, Inc.
Attention: Kevin Nelson, Senior Vice President
300 Frank H. Ogawa Plaza, Suite 10
Oakland, CA 94612

24 GUARANTEED MAXIMUM COSTS

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.

Except as may be provided by TJPA Board resolutions governing emergency conditions, the TJPA and its employees and officers are not authorized to request the Architect to perform services or to provide materials, equipment and supplies that would result in the Architect performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The TJPA is not required to reimburse the Architect for services, materials, equipment or supplies that are provided by the Architect which is beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which was not approved by a written amendment to the Agreement having been lawfully executed by the TJPA.

The TJPA and its employees and officers are not authorized to offer or promise to the Architect additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for the Architect's performance. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the TJPA. The TJPA is not required to honor any offered or promised additional funding for a contract which exceeds the

maximum provided in the contract unless such additional funding has received the lawful approval and certification of the Controller.

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

25 LIABILITY OF THE TJPA

The TJPA's obligations under this Agreement shall be limited to the payment of the compensation provided for in Article 8 of this Agreement. 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.

26 QUALIFIED PERSONNEL

Work under this Agreement shall be performed only by qualified and competent personnel under the supervision of and in the employment of the Architect or its subconsultants. The Architect's Key Personnel and subconsultants shall all be licensed by the State of California in their respective professional fields as architects and engineers. The Architect will conform to the TJPA's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at the TJPA's request, and shall be supervised by the Architect.

27 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 the Architect, or by any of its employees, even though such equipment be furnished, rented or loaned to the Architect by the TJPA. The acceptance or use of such equipment by the Architect or any of its employees shall be construed to mean that the Architect accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless the TJPA from and against any and all claims for any damage or injury of any type arising from the use, misuse or failure of such equipment, whether such damage be to the Architect, its employees, the TJPA employees or third parties, or to property belonging to any of the above.

28 OWNERSHIP OF EQUIPMENT

Any equipment vehicles, computer programs (software licenses and media), and the like, purchased by the Architect or its subconsultants in connection with services to be performed under this Agreement shall become property of and will be transmitted to the TJPA at the conclusion of the Architect's services under the Agreement.

29 ASSIGNMENT

The services to be performed by the Architect are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by the Architect unless approved by written instrument executed and approved in the same manner as this Agreement; the Architect, partners of any Joint Venture or Association that the Architect may establish for the project, or any of the Architect's subconsultants may incorporate or change their business names; provided such incorporation or change does not decrease their obligation or liability under this Agreement.

30 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the TJPA and the Architect and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any funds due or to become due there under may be assigned by the Architect without the prior written consent and approval of the TJPA.

31 NON-WAIVER OF RIGHTS

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

32 COMPLIANCE WITH LAWS

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

33 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

The Architect 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 Architect 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 Architect agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of the Architect, its employees, agents or assigns will constitute a material breach of this Agreement.

34 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 or as provided by Code of Civil Procedure Section 394; the venue for litigation in a county other than San Francisco pursuant to Section 394 will be Alameda County or San Mateo County.

35 SUBMITTING FALSE CLAIMS

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 that the TJPA sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the TJPA for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the TJPA for a civil penalty of up to \$10,000 for each false claim. 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; (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.

36 INCIDENTAL AND CONSEQUENTIAL DAMAGES

The Architect shall be responsible for incidental and consequential damages resulting from the Architect's negligent acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that the TJPA may have under applicable law.

37 OTHER AGREEMENTS BETWEEN THE TJPA AND THE ARCHITECT

Through its execution of this Agreement, the Architect certifies that neither it nor any of its employees has any interest, however remote, in any other Agreement with the TJPA, whether or not such Agreement is with Architect's respective firms, affiliate firms or through separate employment, except as expressly itemized below. The Architect understands and agrees that failure to disclose such information may result in termination of this Agreement for cause.

38 WORKS FOR HIRE

If, in connection with services performed under this Agreement, the Architect or its subconsultants create artwork, copy, posters, billboards, photographs, videotapes, audio tapes, 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 Architect or its subconsultants under this Agreement are not works for hire under U.S. law, the Architect hereby assigns all copyrights to such works to the TJPA. The TJPA hereby grants to the Architect a free license to use such works solely for the purpose of marketing, i.e., to document the Architect's experience and capabilities, and to use or reuse details which are not unique to the design of the Project. With respect to any other use or purpose, the Architect must obtain the prior express written permission of the TJPA.

39 CONSTRUCTION

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

40 SOLE BENEFIT

This Agreement is intended for the sole benefit of the TJPA and the Architect, and is not intended to create any third-party rights or benefits.

41 NONDISCRIMINATION IN CITY CONTRACTS AND BENEFITS ORDINANCE

41.1 CONTRACTOR SHALL NOT DISCRIMINATE

In the performance of this Agreement, Contractor agrees not to discriminate 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 or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of any City or TJPA employee working with, or applicant for employment with, Contractor in any of Contractor's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Contractor. The Architect shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT)-assisted contracts. Failure by the Architect 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.

41.2 SUBCONTRACTS

Contractor shall incorporate by reference in all subcontracts the provisions of Article 41.1 above, and Sections 12B.2 (a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

41.3 NONDISCRIMINATION IN BENEFITS

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or 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 Section 12B.2(b) of the San Francisco Administrative Code.

41.4 CONDITION TO CONTRACT

As a condition to this Agreement, Contractor shall execute the "S.F. Administrative Code Chapters 12B and 12C Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

41.5 INCORPORATION OF ADMINISTRATIVE CODE PROVISIONS BY REFERENCE

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

42 DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. 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 contract, which may result in the termination of this contract 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 Architect shall submit the TJPA's "Summary of Payment Form" and "Subcontractor Payment Declaration" with every invoice request and a "Final Expenditure Report" with the completion of the contract.

43 REQUIRING MINIMUM COMPENSATION FOR EMPLOYEES

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 City's Website at:

http://www.sfgov.org/site/olse_index.asp?id=27459. Capitalized terms used in this Article 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, 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. For the hourly gross compensation portion of the MCO, Contractor shall pay a minimum of \$10.77 an hour beginning January 1, 2006, and for the remainder of the term of this Agreement; provided, however, that Contractors that are Nonprofit Corporations or public entities shall pay a minimum of \$9 an hour for the term of this Agreement.

(b) Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the TJPA with regard to 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) Contractor understands and agrees that the failure to comply with the

requirements of the MCO shall constitute a material breach by Contractor of the terms of this Agreement. The TJPA, acting through the Contracting Department, 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, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Contractor fails to commence efforts to cure within such period, or thereafter fails to diligently pursue such cure to completion, the TJPA, acting through the Contracting Department, shall have the right to pursue the following rights or remedies and any rights or remedies available under applicable law:

(i) The right to charge 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;

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

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

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

(v) The right to bar 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) 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) 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) 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 Contractor. Random audits shall be (i) noticed in advance in writing; (ii) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO; (iii) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten (10) days of the written notice; and (iv) 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 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 Article. 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. Contractor shall notify the Department of Administrative Services when it enters into such a subcontract and shall certify to the Department of Administrative Services 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 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, TJPA may pursue any of the remedies set forth in this Article against Contractor.

(k) Each Covered Employee is a third-party beneficiary with respect to the requirements of Subsections (a) and (b) of this Article, and may pursue the following remedies in the event of a breach by 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. Contractor understands and agrees that if the Covered Employee prevails in such action, the Covered Employee may be awarded (i) 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; (ii) in the event of a breach by Contractor of Subsections (a) or (b), the right to seek reinstatement or to obtain other appropriate equitable relief; and (iii) in the event that the Covered Employee is the prevailing party in any legal action or proceeding against 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. Contractor also understands that the MCO provides that if Contractor prevails in any such action, 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 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 Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 (\$50,000 for nonprofits) in the fiscal year.

44 REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES

Unless exempt, 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 by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the City's Website at http://www.sfgov.org/site/olse_index.asp?id=27461. Capitalized terms used in this Article and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

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

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

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

(d) Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Article. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Article. If a Subcontractor fails to comply, the TJPA may pursue the remedies set forth in this Article 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) Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying TJPA with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- (f) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- (g) Contractor shall keep itself informed of the current requirements of the HCAO.
- (h) 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.
- (i) Contractor shall provide TJPA with access to records pertaining to compliance with HCAO after receiving a written request from TJPA to do so and being provided at least five (5) business days to respond.
- (j) TJPA may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with TJPA when it conducts such audits.
- (k) If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with 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 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 Article by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Article and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

(b) First Source Hiring Agreement.

- (i) 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;
- (ii) 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;
- (iii) 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 (a) its first available Entry Level Position with a job applicant referred through the First Source Program; and (b) 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.

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 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 Article.

46 EARNED INCOME CREDIT (EIC) FORMS

Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (a) within thirty (30) days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (b) promptly after any Eligible Employee is hired by Contractor; and (c) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

Failure to comply with any requirement contained in this Article shall constitute a material breach by Contractor of the terms of this Agreement. If within thirty (30) days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the TJPA may pursue any rights or remedies available under this Agreement or under applicable law.

Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this Article.

Capitalized terms used in this Article and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

47 MACBRIDE PRINCIPLES—NORTHERN IRELAND

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

48 DRUG-FREE WORKPLACE POLICY

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on TJPA premises. Contractor agrees that any violation of this prohibition by the contractor, its employees, agents or assigns shall be deemed a material breach of contract.

49 SUNSHINE ORDINANCE

In accordance with San Francisco Administrative Code Section 67.24(e), Contracts, Bids and Proposals, contractor's bids, responses to requests for proposals and all other records of communications between the department 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 benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this subdivision will be made available to the public upon request.

50 NONDISCLOSURE OF PRIVATE INFORMATION

As of March 5, 2005, 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 Article 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, Contractor agrees to all of the following:

- (a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the TJPA 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 Contracting Department 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 a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.
- (c) Private Information shall mean any information that (i) 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 (ii) the law forbids any person from disclosing.
- (d) Any failure of 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 Contractor.

51 LIMITATIONS ON CONTRIBUTIONS

Through execution of this Agreement, Contractor acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits

any person who contracts with the City for the rendition of personal services or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer of the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until the later of either (a) the termination of negotiations for such contract or (b) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

52 PROHIBITING USE OF TJPA FUNDS FOR POLITICAL ACTIVITY

No funds appropriated by the TJPA for any contract, grant agreement or loan agreement may be expended for participating in, supporting, or attempting to influence a political campaign for any candidate or measure. Recipients of TJPA funds will cooperate in audits conducted by the Controller to verify that no TJPA funds were used for political purposes.

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

53 RESOURCE CONSERVATION

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

54 TROPICAL HARDWOOD AND VIRGIN REDWOOD BAN

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

55 PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC

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

56 GRAFFITI REMOVAL

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This Article is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include (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.).

57 FTA REQUIREMENTS

The provisions contained in "FTA Requirements for Professional Services Contracts," included as Appendix C, are incorporated into this Agreement and Contractor agrees to abide by such provisions. Such provisions shall be supplementary to the provisions in this Agreement and interpreted in the broadest possible manner to avoid any conflicts. If there is an unavoidable conflict between the FTA terms and conditions and any other terms and conditions of this Agreement, the FTA terms and conditions shall take precedence.

58 PROMPT PAYMENT TO SUBCONTRACTORS

No later than ten (10) working days from the date of Contractor's receipt of progress payments by the TJPA, the Contractor shall pay any subcontractors, if any, for work that has been satisfactorily performed by said subcontractors in accordance with the provision in Section 7108.5 of the California Business and Professions Code. The ten (10) days is applicable unless a longer period is agreed 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 30 days of receipt of each payment may take place only for good cause and with the TJPA's prior written approval. Failure to provide such evidence shall be cause for the TJPA to suspend future progress payments to Contractors. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a subcontractor. Within thirty (30) days of satisfactory completion of all work required of the subcontractors, Contractor shall release any retention withheld to the subcontractors.

If the Contractor does not pay its subcontractors as required under the above paragraph, it shall pay interest to the subcontractors at the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure.

59 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 Finance Manager, and the amount of 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 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 term 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. TJPA budget decisions are subject to the discretion of the TJPA Board. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

60 EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall become effective upon full execution, following approval of this Agreement by TJPA Board by resolution, and when the Finance Manager has certified to the availability of funds for the first work order or NTP and Contractor has been notified in writing via an NTP.

61 QUALITY MANAGEMENT SYSTEM

The TJPA has established a Quality Management System (QMS) for the Program that requires that all projects within the Program are planned, designed, and constructed with the highest regard for quality, and which includes requirements established by the FTA for quality assurance and quality control applicable to the Project. The QMS Manual is attached herein as Attachment 7. Within fifteen (15) days of NTP, the Architect shall submit to the TJPA a copy of its certified ISO 9001:2000 quality management program and a specific quality assurance plan for the Project for approval by the TJPA. If the Architect does not have a certified ISO 9001:2000 quality management program, Architect shall submit its quality assurance plan for the Project that complies with the Program QMS. Upon TJPA approval, the Architect may perform its services according to its certified program and approved quality assurance plan for the Project, provided that its program and plan meet the requirements called for in the Program QMS. The Architect shall comply with all requirements of the QMS, shall maintain quality records and provide such records to the TJPA as required by the TJPA, shall submit to and cooperate in audits by the TJPA of the Architect's and its subconsultants' performance and delivery of services, and shall take corrective actions to correct deficiencies in the quality of Architect's performance and delivery of services and its design products.

62 INTERN MENTORING PROGRAM

The Architect shall cooperate with the TJPA to either expand its adopted intern mentoring program through a professional architect/engineering organization's intern mentoring program, or the Architect shall create an intern mentoring program specifically for this Project. The purpose of the intern mentoring program shall be to involve local high school youth or residents interested in exploring professional careers in architecture, engineering, construction management, or related professional services, into the professional services work of the Architect on the Project. The intern mentoring program will be designed to engage, inform, and challenge youth, and to enlighten and

motivate students toward professional careers in architecture, engineering, construction management, and related professional services. The program will include opportunities throughout the period of the Project for local high school youth or local residents to participate as a volunteer or paid intern in the conduct of substantive professional services work of the Architect on the Project. The Architect will contact and seek intern applicants from local high schools and community-based organizations. The Architect shall report to the TJPA those individuals participating in the intern mentoring program, and their activities on the Project.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in
San Francisco, California on this _____ day of _____, 20 ____.

TJPA

ARCHITECT

RECOMMENDED BY:

APPROVED:

Maria Ayerdi
Executive Director
Transbay Joint Powers Authority
201 Mission St., Suite 1960
San Francisco, CA 94105

APPROVED:

APPROVED AS TO FORM:
Dennis J. Herrera
City Attorney

By _____

Deputy City Attorney

By _____

Name: Kevin Nelson
Title: Senior Vice President
Carter & Burgess, Inc.
300 Frank H. Ogawa Plaza, Suite 10
Oakland, CA 94612

By _____

Name:
Title:

By _____

Name:
Title:



TRANSBAY JOINT POWERS AUTHORITY

Comprised of:

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT
CITY AND COUNTY OF SAN FRANCISCO, BOARD OF SUPERVISORS
CITY AND COUNTY OF SAN FRANCISCO, MAYOR'S OFFICE
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
PENINSULA CORRIDOR JOINT POWERS BOARD
CALIFORNIA DEPARTMENT OF TRANSPORTATION

Executive Director: Maria Ayerdi

ATTACHMENT 1 - REQUEST FOR PROPOSALS No. 06-05

DESIGN SERVICES FOR NEW TEMPORARY TERMINAL FACILITIES

(MARK-UPS REFLECTING FEE NEGOTIATION AGREEMENT)

Key RFP Dates

RFP Issued	Friday, November 17, 2006
Pre-Proposal Conference	Friday, December 1, 2006, 9 a.m. (1 South Van Ness, 2nd Flr. Conf. Rm.)
Deadline for Submission of Questions	Tuesday, December 5, 2006
Proposals Due	Friday, December 15, 2006, 5:00 p.m.
Notice of Interviews	Friday, December 22, 2006
Interviews	Thursday, January 4, 2007
Notification of Proposed Award	Monday, January 29, 2007
Authority Board Approves Contract	Thursday, February 15, 2007
Anticipated Notice to Proceed	Monday Friday, April 23 February 16, 2007

1.0 INTRODUCTION	1
2.0 BACKGROUND	2
3.0 FINANCING THE PROGRAM	3
4.0 AUTHORIZATION OF CONSULTANT'S WORK	4
5.0 PROJECT ELEMENTS AND PHASING	4
5.1 Greyhound Temporary Terminal Building	4
5.1.1 Greyhound Operations	4
5.1.2 Greyhound Customer Service	5
5.2 AC Transit Operations Area	6
5.2.1 AC Transit Passenger Loading/Un-Loading Area	6
5.2.2 Bus-Only Reverse Flow Lane on Folsom, Main and Beale Streets.....	7
5.2.3 AC Transit Site Office	7
5.3 Muni Loading/Unloading Area	7
5.3.1 Muni and Bureau of Light, Heat and Power Coordination	7
5.4 SamTrans Loading/Unloading Area	8
5.5 WestCAT Loading/Unloading Area	8
5.6 Golden Gate Transit Loading/Unloading Area	8
5.7 Customer Service Center	8
5.7.1 Fare Collection system	8
5.8 Paratransit Loading/Unloading Area	9
5.9 Drivers' Restroom Facilities.....	9
5.10 Signage and Way-Finding	9
5.11 Security and Information Systems.....	9
5.11.1 Systems Migration/Relocation	10
5.11.2 Greyhound CCTV/Security Systems	10
5.12 Traffic Engineering	10
5.13 Project Construction Phasing	10
5.13.1 Temporary Terminal – Phase One	11
5.13.2 Temporary Terminal – Phase Two	11
6.0 CONSULTANT SCOPE OF SERVICES.....	11
6.1 Design Phase Services	12
6.1.1 Project Meetings.....	12
6.1.2 Community Involvement Process	13
6.1.3 Coordination with Public Art Program.....	13
6.1.4 Passenger Flow, Bus Dwell and Fare Collection Analysis	13
6.1.5 Traffic Simulation Analysis	14
6.1.6 Full-Scale Demonstration Temporary Terminal.....	14
6.1.7 Permitting	14

6.2	Bidding Phase Services	14
6.3	Construction Phase Services	15
6.3.1	Construction Phase Project Representative	15
6.3.2	Construction Administration.....	15
6.3.3	Requests for Information/Substitution	15
6.3.4	Submittal Review	15
6.3.5	Site Visits.....	16
6.3.6	Project Closeout	16
7.0	REPORTS AND DELIVERABLES	16
7.1	Schematic Design Phase Reports and Deliverables.....	17
7.1.1	Design Schedule	17
7.1.2	Monthly Progress Reports	18
7.1.3	Recommended Design Narrative Report.....	18
7.1.4	Recommended Building Systems and Architectural Materials Report	18
7.1.5	Schematic Design Level Opinion of Probable Construction Cost Report.....	18
7.1.6	Schematic Design Drawings.....	19
7.1.7	Presentation Materials.....	19
7.1.8	Presentation Model	19
7.1.9	Recommended Phasing and Staging of Construction Report	19
7.2	Design Development Phase Reports and Deliverables	19
7.2.1	Monthly Progress Reports	19
7.2.2	Value Engineering Report	20
7.2.3	Design Basis Narrative Report	20
7.2.4	Outline Specifications	20
7.2.5	Sustainability Report.....	20
7.2.6	Public Art Program Opportunities Report	20
7.2.7	Design Development Drawings	20
7.2.8	Outline Specifications	20
7.2.9	Signage Design Standards.....	21
7.2.10	Engineering Design Calculations.....	21
7.2.11	Presentation Materials.....	21
7.2.12	Material Sample Boards	21
7.2.13	Recommended Phasing and Staging of Construction Report	21
7.2.14	Preliminary Fire and Life Safety Report.....	21
7.2.15	Design Development Level Opinion of Probable Construction Cost	22
7.3	Construction Documents Phase Reports and Deliverables	22
7.3.1	Monthly Progress Reports	22
7.3.2	Final ADA Compliance Report.....	22
7.3.3	Final Fire and Life Safety Report.....	22

7.3.4	Environmental Mitigation and Monitoring Compliance Report.....	22
7.3.5	Final Opinion of Probable Construction Cost	23
7.3.6	Construction Documents Drawings and Specifications	23
7.3.7	Signage Procurement Documents.....	23
7.3.8	Final Engineering Design Calculations.....	23
7.3.9	Presentation Materials.....	24
7.3.10	Material Sample Boards	24
7.4	Construction Phase Reports and Deliverables.....	24
7.4.1	Monthly Progress Reports	24
7.4.2	Field Reports	24
7.4.3	Project Closeout Documentation	25
7.5	Mitigation Monitoring and Reporting.....	25
7.6	Additional Services.....	25
7.7	Report Preparation Guidelines	26
7.7.1	UNIFORMAT II	26
7.7.2	CSI/MasterFormat 2004	26
7.7.3	CADD Guidelines	26
8.0	DATUM	26
8.1	Recommended Vertical Datum	27
8.2	Program Grid Alignments	27
9.0	BUILDING CODES AND REGULATORY REQUIREMENTS	27
10.0	REQUIRED SKILLS AND EXPERIENCE	27
11.0	PROPOSAL PACKAGE FORMAT AND CONTENT	27
11.1	Proposal	28
11.2	Fee Schedule	29
11.3	Other Required Documents.....	29
12.0	RESPONDENT EVALUATION PROCESS	30
12.1	Satisfaction of Minimum Requirements.....	30
12.2	Step 1: Proposal	30
12.3	Step 2: Interview	30
13.0	LEVINE ACT	31
14.0	DISADVANTAGED BUSINESS ENTERPRISE (DBE) / NONDISCRIMINATION	32
14.1	Policy	32
14.2	Equal Employment Opportunity.....	33
14.3	DBE Availability Advisory Percentage.....	33
14.4	Questions to DBE.....	33

15.0 SUBMITTING PROPOSALS	33
16.0 SCHEDULE AND ADDENDA	34
17.0 STANDARD CONTRACT PROVISIONS	34
18.0 PROTEST PROCEDURES	35
18.1 Protest Submittal	35
18.2 Disadvantaged Business Enterprise (DBE) Requirements	35
18.3 Issues Not Related to DBE Requirements	35
18.4 Incorporate Legal Opinion/Recommendation	36
18.5 Final Action.....	36
18.6 Protest to FTA	36

APPENDICES

Appendix A: Temporary Terminal Location and Site Plans

Appendix B: Project Design Schedule – Phase 1

Appendix C: MMRP Requirements

Appendix D: Report Preparation Guidelines

Appendix E: 3D CADD Guidelines

Appendix F: Attachments:

 Attachment 1: RFP General Conditions

 Attachment 2: Model Professional Services Agreement

 Attachment 3a: Contract Price Breakdown By Phase

 Attachment 3b: Contract Price Breakdown

 Attachment 4a: Certification Regarding Debarment, Suspension, and Other
 Responsibility Matters

 Attachment 4b: Certification Regarding Lobbying

 Attachment 7a: Disadvantaged Business Enterprise Program Requirements, Caltrans
 Exhibit 10-I

 Attachment 7b: Disadvantaged Business Enterprise Program Requirements, Caltrans
 Exhibit 10-J

 Attachment 7c: Bidders/Proposers Information Request Form

 Summary of Payment Form

 Subcontractor Payment Declaration

 Final Expenditure Report

 Attachment 8: RFP for Design Services For New Temporary Terminal Facilities
 Announcement

1.0 INTRODUCTION

The Transbay Joint Powers Authority (Authority) is issuing this Request for Proposals (RFP) for DESIGN SERVICES FOR NEW TEMPORARY TERMINAL FACILITIES (Services) for the Transbay Transit Center Program from firms or individuals with expertise in the architectural/engineering (A/E) design of similar facilities (Respondents). This RFP is intended to comply with the Authority Board of Director's (Authority Board) Policy No. 001: Procurement Policy. This RFP is supplemented by the "RFP General Conditions" incorporated as Attachment 1 in Appendix F.

Based on its evaluation of the proposals received in response to this RFP (Proposals), the Authority will select a design team (Consultant) to perform the Services. The Contract will be for a period not to exceed three (3) years, although the Authority will have the option to extend the term for two (2) additional years by mutual agreement of the parties.

Proposal packages must be received by the Authority no later than 5:00 p.m. on Friday, December 15, 2006 at the following address:

Ms. Maria Ayerdi, Executive Director
Transbay Joint Powers Authority
201 Mission Street, Suite 1960
San Francisco, CA 94105

Responses to this RFP that are not received by the time and date specified herein, do not contain all the required information and completed forms, or do not meet the minimum qualifications may be deemed non-responsive and rejected without consideration.

Prospective Respondents may obtain copies of this RFP, including the forms to be submitted in the Proposal package, by downloading the document from www.TransbayCenter.org or by contacting Nila Gonzales, Office Manager, Transbay Joint Powers Authority, 201 Mission Street, Suite 1960, San Francisco, CA 94105, at (415) 597-4620 or by email at RFPTemporaryTerminal@TransbayCenter.org.

The Consultant will work closely and cooperatively with the Authority's staff and other consultants to provide the Services, and to ensure that the Services are completed and delivered on time and within budget. A contract between the Authority and the Consultant will be based on the Services described in this RFP (Contract) and will be substantially similar to the "Model Professional Services Agreement" included in Appendix F as Attachment 2. The Contract will provide for a general agreement to perform A/E design services upon the Authority's request. The Consultant's Services shall be provided by the personnel listed in the Proposal accepted by the Authority, and any changes in key personnel will be subject to the Authority's prior review and approval.

The Authority will separately authorize the Consultant to perform services for each phase of the project. There is no guarantee that the Authority will authorize all anticipated design services once a Contract has been entered into, and the Authority may terminate a Contract at any time during the term. The Contract will be composed of individual phases with a maximum price for the design work to be performed in each phase.

To minimize potential for a conflict of interest or unfair competitive advantage, Respondents are advised and must be aware that if they enter into a contract with the Authority to provide the Services, the Authority reserves the right, in its sole discretion, to bar a Respondent from providing construction or construction management services for the new Temporary Terminal Facilities Project.

The selection of any Respondent for subsequent negotiations shall not imply the Authority's acceptance of all terms of the submittal, which may be subject to further negotiation. The Authority shall have no obligation unless and until a final agreement is entered into by the parties following all necessary approvals.

2.0 BACKGROUND

In April 2001, the City and County of San Francisco (City), the Alameda-Contra Costa Transit District (AC Transit), and the Peninsula Corridor Joint Powers Board (PCJPB) executed a Joint Exercise of Powers Agreement creating the Authority. The purpose of the Authority is to design, build, develop, operate, and maintain a new transportation terminal known as the Transbay Transit Center (the Transit Center) and associated facilities in San Francisco (collectively, the Program).

The Program will provide expanded bus and rail service in a new transportation Transit Center building on the site of the existing Transbay Terminal at First and Mission streets. Included in the Program are ramps linking the new Transit Center to the Bay Bridge and to off-site Bus Storage facilities, a below-grade extension of Caltrain to the new Transit Center building including the construction of a new subsurface station in the vicinity of Fourth and Townsend streets, modifications to the existing Fourth and King Street surface train station, a Temporary Terminal for use by buses during construction of the new Transit Center, and new permanent off-site Bus Storage facilities. It is anticipated that the new Transit Center will ultimately accommodate buses and commuter trains, as well as a California High-Speed Rail line. The new Transit Center will also preserve the option to connect to a future underwater extension of rail service across the Bay to Alameda County (see the March 2004 Final Transbay Terminal/Caltrain Downtown Extension/Redevelopment Environmental Impact Statement/Environmental Impact Report [FEIS/EIR] and the March 2003 Locally Preferred Alternative Report, available on the Documents page of the Authority website: <http://www.TransbayCenter.org>).

The Authority has been granted primary jurisdiction with respect to all matters pertaining to the financing, design, development, construction, and operation of the new Transit Center. The member agencies of the Authority have granted to the Authority most of their jointly held powers, including the authority to buy and sell property, accept and expend grants of cash and property, and enter into contracts.

The Authority's management functions include contract oversight, policy direction, financing, investment supervision, and coordination and collaboration with, among others, the following state and local entities: the City, including the San Francisco Municipal Transportation Agency (MTA) made up of the Municipal Railway Department (Muni) and the Department of Parking and Traffic; AC Transit; PCJPB; the California Department of Transportation (Caltrans); San Mateo County Transit District (includes SamTrans, Caltrain and San Mateo Transportation Authority);

Golden Gate Bridge, Highway and Transportation District (GGBHTD or, GGT); and San Francisco Redevelopment Agency. The Authority Board is composed of one director appointed by each of the following agencies:

- Alameda-Contra Costa Transit District
- City and County of San Francisco, Board of Supervisors
- City and County of San Francisco, Mayor's Office
- San Francisco's Municipal Transportation Agency
- Peninsula Corridor Joint Powers Board

In addition, Caltrans has a non-voting member on the Authority Board.

Ms. Maria Ayerdi is appointed as the Authority's Executive Director.

3.0 FINANCING THE PROGRAM

On June 2, 2006, the Authority Board unanimously approved a plan to build the \$3.4 billion Transbay Transit Center Program (TTCP) that will replace the current Transbay Terminal at First and Mission streets and bring Caltrain into the new Transit Center. The Board approved the Authority's staff recommendation to proceed and build the project in two phases: Phase One involves construction of the above ground portion of the new intermodal Transit Center building, and Phase Two extends the Caltrain rail line 1.3 miles from Fourth and King streets underground into the new downtown Transit Center.

The \$983 million cost of Phase One of the project is funded. Phase One includes design and construction of the above-ground portion of the Transit Center building, the rail foundation, Bus Ramps and Bus Storage, and design of the full below-ground rail level component of the Transit Center building. It also includes design and construction of the temporary bus terminal to serve passengers while the new Transit Center is under construction.

The Authority receives funding from federal, state, regional, and local sources. The Authority's funding partners include the following agencies that are responsible for planning, programming and allocating funds to the Authority:

- Federal Transit Administration (FTA)
- Federal Highway Administration (FHWA)
- California Transportation Commission (CTC)
- California Department of Transportation (Caltrans)
- Metropolitan Transportation Commission (MTC)
- San Francisco County Transportation Authority (SFCTA)
- San Mateo County Transportation Authority (SMCTA)

In addition, the funding plan for the Program includes revenue from Passenger Facility Charges (PFCs) from bus and rail operations.

Grants, land sales proceeds, lease income from acquired right-of-way parcels, and other one-time revenue generating opportunities available in the near term will be used for the TTCP capital costs. To supplement these sources of revenue several long-term revenue streams have

been identified in the Transbay Financial Plan. Because these funds will not be available until the Authority completes a portion of the TTCP, the Transbay Financial Plan includes a construction period loan. Long-term revenue sources that will be used to repay the construction loan include tax increment funds from the state-owned parcels in the recently adopted Transbay Redevelopment Project Area, PFCs or other commitments from transit operators using the Transit Center, and net operating income from the Transit Center building. The Authority Financial Plan Report of March 2006 more fully describes the Transbay Financial Plan. This report can be viewed at the Authority's website at <http://www.transbaycenter.org>.

4.0 AUTHORIZATION OF CONSULTANT'S WORK

The Authority's Executive Director will separately authorize each phase's services. The duration of the Contract is up to three (3) years, with the right to extend the Contract for an additional two (2) years subject to the mutual agreement of the parties.

5.0 PROJECT ELEMENTS

The Temporary Terminal provides temporary replacement bus terminal facilities in order to relocate existing bus operations from the Transbay Terminal, allow demolition of the existing terminal and the construction of the new multi-modal Transbay Transit Center. The Temporary Terminal facilities are planned to occupy Assessor's Block No. 3739 bounded by Main, Folsom, Beale, and Howard streets (see Appendix A, Drawing A163). This site will house the following key project elements:

- Greyhound Lines Temporary Terminal Building
- AC Transit Passenger Drop-Off/Pick-Up Areas
- AC Transit Site Office
- Muni/Golden Gate Transit/WestCAT/SamTrans Passenger Drop-off/Pick-up/ and Staging Areas on perimeter streets
- Customer Service Building

The Consultant will be responsible for establishing final layout and circulation for all components of the Temporary Terminal during design as part of the schematic design phase of the project.

5.1 Greyhound Temporary Terminal Building

The Greyhound Temporary Terminal will be a single-story building located on the southern end of Assessor's Block No. 3739, with a passenger pick-up/drop-off and main entrance on Folsom Street. The building space program calls for a facility measuring approximately 8,500 square feet (sf.) that will house all transportation, customer service and administration functions for Greyhound Lines while the new Transit Center is under construction.

5.1.1 Greyhound Operations

- Bus Parking Bays: a minimum of eight (8) bus parking bays with adjacent sheltered and accessible area for passenger queuing and boarding
- Bus Loading/Queuing: 200 sf. per bus loading door
- Baggage Scanning: 150 sf. in baggage room adjacent to loading doors
- Baggage Racks: space in the baggage room for ten (10) racks of 24 sf. each

- Baggage Carts: space in the baggage room for seven (7) racks of 40 sf. each
- Locked Storage and Cash-on-Delivery Racks: locked storage for office equipment, office supplies, 3 x 4 foot (ft) bag rack and 4 x 4 ft aisle space

5.1.2 Greyhound Customer Service

5.1.2.1 Ticketing/Information

A central ticketing area containing four (4) ticketing counters each composed of a 4 x 3 ft. counter, 4 x 5 ft. space behind the counter, and 4 x 2 ft. back counter for each ticket counter.

5.1.2.2 Lobby/Waiting Area

A central lobby area that is accessible to ticketed passengers only and includes the following:

- Fixed seating for approximately 120 people
- Two (2) voice response unit (VRU) kiosks of 18 sf. each
- Lobby Amenities: space and facilities for nine (9) payphones; eight (8) lockers; two (2) water coolers; one (1) ATM (automated teller machine); (1) internet kiosk
- Restrooms: the number of plumbing fixtures required by code, but no less than the following: men's room (three (3) urinals, three (3) water closets, three (3) lavatories); women's room (five (5) water closets, three (3) lavatories)
- Vending/Games Area: space and facilities for eight (8) vending machines and two (2) video game machines

5.1.2.3 Food Service

Food service facilities adjacent to the central lobby with approximate size as indicated for the following uses:

- Food Service Manager Office: 120 sf.
- Food Service: 300 sf.
- Food Preparation/Kitchen/Cooler/Freezer: 300 sf.
- Dining Area: 225 sf.
- Food service queuing for six people: 9 sf. per person
- Retail merchandising: 100 sf.

5.1.2.4 Package Express

An area with the following items for Greyhound Courier Service (GCX) and Greyhound Package Express (GPX) functions:

- GCX/GPX counters: 4 x 3 ft. counter; 4 x 5 ft. space behind counter; 4 x 2 ft. back counter at each location
- GCX/GPX queuing space: 10 people at 9 gsf. per person
- Two (2) package wells: 27 sf. each
- GPX manager's office: 120 sf.

5.1.2.5 Ancillary/Support Services

Facilities for the following functions:

Driver Operations:

- VRU Room: 8 x 10 ft. room with counter space for terminals and phones
- Driver Lounge: 10 x 12 ft. room with chairs and television
- Driver Manager/Driver Supervisor Office: 10 x 12 ft. room

Ticketing Support:

- Three (3) Bag Wells: 3 x 3 ft. bag well, 3 x 5 ft. space behind the counter, and a 3 x 2 ft. back counter at each location
- Cash Room: 50 sf. room for securing cash generated from ticket sales and food concessions

Administration:

- Terminal Manager's Office: 150 sf.
- Accounting/Reports Staff Office: 120 sf.
- Conference Room/Employee Break Room: 200 sf. with sink, coffee/tea making facilities, and refrigerator
- Phone/Data Equipment Room: 100 sf.
- Employee Lockers: secure space for 50 employee lockers

Other:

- Mechanical/Electrical Room: 150 sf.
- Janitor Room: 50 sf.

5.2 AC Transit Operations Area

The AC Transit operations will occur within the interior of Block 3739 and consist of outdoor, protected passenger loading and unloading platforms, and the AC Transit Site Office.

5.2.1 AC Transit Passenger Loading/Unloading Area

The passenger loading /unloading area should include positions for seventeen (17) AC Transit buses, with bus staging adjacent to Greyhound operations within the block, and in a staging lane located on Folsom Street for use during peak service. The loading /unloading area will comprise of outdoor passenger platforms with pedestrian canopies, connected with safe pedestrian crosswalks. Transit buses arriving off the Bay Bridge will access the site via Beale Street. All buses leaving the site will exit onto Folsom Street.

The design of this area should include accommodations for waiting passengers including signage, seating, trash receptacles, bicycle racks, telephones, security cameras, public address system, lighting, and architectural canopies to provide passenger shelter. The Consultant will also

be required to assess the feasibility and placement of ticket vending machines, consistent with the recommendations identified in Task 6.5.

Architectural canopies located along all waiting areas are envisioned to be cantilevered structures, which offer protection for waiting passengers as well as passengers boarding/alighting buses. These canopies should be capable of incorporating advertising signage and should be modeled after canopies installed along Muni's Embarcadero line. It is the Authority's desire that these canopies be designed such that they are easily salvaged for re-use after the Temporary Terminal is closed.

5.2.2 Bus-Only Reverse-Flow Lane on Folsom, Main and Beale Streets

A reverse-flow lane for bus-only traffic westbound on Folsom Street between Beale and Essex streets will provide a bus-only travel path for buses to travel between the Temporary Terminal and the Bay Bridge on-ramp at Harrison and Essex streets. The reverse-flow lane would be located along the curb lane on the north side of Folsom Street, and would be used by all bus operators to access the Bay Bridge eastbound, principally AC Transit and Greyhound Lines. All public parking along the north side of Folsom Street will need to be eliminated to accommodate the reverse-flow lane. The Consultant shall also provide a paint-striped lane on Folsom Street between Beale Street and Essex Street for weekday afternoon peak period bus staging for AC Transit and other operators. A bus-only reverse flow lane will also be established on the portion of Beale and Main streets between Howard and Folsom streets.

5.2.3 AC Transit Site Office

A 1,000 sf. single -story structure that includes:

- Break Room: 450 sf.
- Manager's Office: 150 sf.
- Drivers' Restrooms (Men's and Women's)
- Small storage room

5.3 Muni Loading/ Unloading Area

Passenger drop-off/pick-up for Muni lines 1, 5, 6, 38, 38L, and 108 will require relocation from the existing Transbay Terminal to the streets bounding Block 3739 during Phase Two of the Temporary Terminal project. Layout and configuration of these areas as well as re-configuration of the associated overhead cabling will require coordination with Muni staff.

5.3.1 Muni and City and County of San Francisco Bureau of Light, Heat and Power (BLHP) Coordination

The Consultant will be required to work closely with staff from Muni on the relocation of passenger drop-off/pick-up locations. Coordination with Muni and BLHP staff will be necessary when establishing locations of overhead cabling supports relative to locations of new street light standards. Engineering and design for and the re-routing of overhead electrical power cabling to support the new bus routes will be provided by Muni for

incorporation into the contract documents. Coordination with BLHP staff will also be necessary when establishing locations of overhead cabling supports relative to locations of new street light standards. The Consultant will work with Muni to develop final design documents for the relocation of Muni's overhead cabling for incorporation into the final Temporary Terminal design document package.

5.4 SamTrans Loading/ Unloading Area

Passenger loading/unloading for SamTrans lines serving the current Transbay Terminal plaza will require relocation to Block 3739. This work will require coordination with SamTrans staff.

5.5 WestCAT Loading/ Unloading Area

A single designated passenger loading/unloading bus position will be designated for WestCAT along Beale Street adjacent to Muni. This work will require coordination with WestCAT.

5.6 Golden Gate Transit Loading/ Unloading Area

Passenger loading/unloading for Golden Gate Transit (GGT) lines serving the current Transbay Terminal along First, Fremont, Mission, Main, and Howard streets will be retained. An existing GGT bus stop on the Main Street near-side at Howard Street will be maintained, and may require the improvement of signage as part of the Temporary Terminal project. Coordination with GGT staff and the MTA Parking and Traffic division will be required.

5.7 Customer Service Center

The Consultant will design a facility of approximately 1,200 sf. near the corner of Howard and Beale streets to serve as a new Customer Service Center (Note: the exact program may be modified based on the results of analysis in Task 5.7.1). This facility will be staffed during regular business hours and will provide pay telephones, information, and sell tickets for all transit operators. This facility is to include:

- Customer Lobby/Counter: 600 sf.
- Men's and Women's Public Restrooms
- Manager's Office: 150 sf.
- Security Office with adjacent computer server room: 150 sf.
- Cash Room: 100 sf.
- Supply Storage: 100 sf.

The Customer Service Center is to include exterior windows to facilitate visual supervision of the site, including the adjacent Paratransit loading/unloading curb near the corner of Howard and Main streets.

5.7.1 Fare Collection System

The Consultant will coordinate with the various transit agencies to analyze strategies for fare collection at the Temporary Terminal, including systems for the prepayment of passenger fares prior to boarding. Prepayment of fares may contribute to faster boarding and reduced dwell time at bus stop

positions. The Consultant will also determine the number and location of free-standing fare payment/ticket dispensing kiosk machines that may be needed to serve the various bus transit operators.

The Metropolitan Transportation Commission (MTC) and six San Francisco Bay Area transit agencies are also currently in the process of introducing the TransLink® regional fare payment system. With TransLink®, customers may use a single smart card to ride various Bay Area transit systems buses, trains, light rail lines, and ferries. In addition to ticket sales available at the Customer Service Center, the Consultant will be required to incorporate TransLink® fare vending and add fare machines as required at strategic locations throughout the Temporary Terminal site. The incorporation of TransLink® fare vending machines at the Temporary Terminal should not be considered the only fare collection strategy.

5.8 Paratransit Loading/Unloading Area

Provide a minimum curb length of 100 linear feet (lf) along Howard Street near the intersection of Main Street for Paratransit loading/unloading. This area is to include sheltered waiting, lighting, signage, and good visibility. The Customer Service Center is to be located next to the Paratransit loading/unloading area and provide easy access to restrooms and telephones as well as clear visibility of the area for staff. The layout and design of this area is to be coordinated with representatives from the Partnership Transit Coordinating Council (PTCC).

In association with the Paratransit curb area, the Consultant will provide a designated taxi stand zone; the Consultant shall coordinate with the PTCC to determine the required number of taxi positions.

5.9 Drivers' Restroom Facilities

Provide new secure men's and women's restroom kiosks for use by transit drivers only. The restroom layout should conform to Muni standard configuration. The Consultant shall confirm the required number and location of restroom kiosks.

5.10 Signage and Way-Finding

Provide a comprehensive signage and way-finding package to facilitate passenger movement in and around the Temporary Terminal. This package shall address posted notifications at the existing facilities prior to transit relocation, as well as signage and way-finding during all phases of work.

All signage and way-finding should conform to the principles and guidelines identified in the 1996 Transit Cooperative Research Program (TCRP) Report 12, *Guidelines for Transit Facility Signing and Graphics*, and the 2006 MTC Transit Connectivity Study.

5.11 Security and Information Systems

Provide planning and design of all appropriate security and information systems (e.g., keying systems, vehicle tracking systems, security cameras, digital video

recorder [DVR] system, public address systems) for the Temporary Terminal based on input from the Authority and transit operators' management and security staff.

It is anticipated that the head end of any required security and information system would be located in a secured server room located adjacent to the security office within the Customer Service Center. It is anticipated that this server room will require partitioning in order to provide secure access to each agency on an individual basis. If required, data feeds from the closed-circuit television (CCTV) server to individual transit operators operations centers will be incorporated into the design of the system.

5.11.1 Systems Migration/Relocation

The Consultant will be responsible for planning and designing the migration and relocation of all security and information systems currently in use at the existing Transbay Terminal that are scheduled for re-use. Systems scheduled for relocation include AC Transit's "next-bus" LED signage system.

5.11.2 Greyhound CCTV/Security Systems

Greyhound Lines may install its own CCTV system and other security systems in the Greyhound Temporary Terminal. The Consultant shall coordinate with Greyhound Lines to provide adequate data line service to the building, and any system connectivity required.

5.12 Traffic Engineering

Provide all traffic engineering, travel lane configuration, striping and signage, and traffic signal equipment modifications necessary to modify pedestrian and vehicular circulation in and around the Temporary Terminal facilities. The Consultant shall address traffic maintenance during phased construction. Revisions to traffic patterns are currently anticipated to include:

- A bus-only access lane between the Bay Bridge off-ramp and the new Temporary Terminal (options include access via a re-activated Harrison Street off-ramp and via the Fremont Street off-ramp)
- A dedicated bus-only westbound lane along Folsom Street between Beale and Essex streets
- A bus-only traffic lanes along Main and Beale streets between Folsom and Howard streets
- A Folsom Street overflow staging lane between Beale and Essex streets for afternoon peak buses
- Modifications to traffic signaling, signage and striping in and around work areas
- New transit bus stops, carpool loading areas and metered parking
- Bicycle lanes on Howard and Folsom streets

The Consultant will be responsible for coordination with and gaining approval from the MTA Parking and Traffic division for all required traffic modifications.

5.13 Project Construction Phasing

The Consultant shall design all program elements together as an overall coordinated design. The Consultant will work with the Authority to determine how the elements should be packaged for construction contracts, and may be required to prepare separate sets of construction documents for separate bidding and construction of program elements. The Consultant's design documents shall include detailed phasing plans indicating how the proposed design can be constructed based on these phasing requirements.

5.13.1 Temporary Terminal - Phase One:

This phase includes development of the Temporary Terminal areas outside the footprint of the existing "East Loop bus ramps" currently serving as Caltrans' construction lay-down area for the West Approach Seismic Safety Project.

Phase One completion would allow bus operators in the existing Transbay Terminal – AC Transit, Greyhound and Western Contra Costa Transit Authority (WestCat) – to relocate their operations from within the existing terminal to the new Temporary Terminal.

Existing Muni and SamTrans operations would continue to operate on the plaza in front of the existing Transbay Terminal known as the "Crescent and Hump," until Phase Two of the Temporary Terminal is complete.

Golden Gate Transit currently operates bus stops along Main, First and Fremont streets. It is expected that those stops would remain in operation while the Temporary Terminal is in use.

5.13.2 Temporary Terminal - Phase Two

At completion of Phase One of the Temporary Terminal, the existing East Loop bus ramps will be demolished by others under separate contract. Phase Two of the Temporary Terminal would then be completed incorporating the remaining site area beneath the existing bus ramps. Final transit bus stop assignments and full build-out of the AC Transit passenger loading/unloading area will be completed as part of this phase.

6.0 CONSULTANT SCOPE OF SERVICES

The Consultant scope of services shall include all architectural, engineering and other consultant services required for the complete design and preparation of construction documents for competitive bidding, and support during the bidding and construction phase for the Temporary Terminal Facilities. The Consultant services will be provided by project design phase (i.e., schematic design, design development, construction documents, bid services, and construction support services). [Site surveying, geotechnical analysis, hazardous materials removal and demolition of existing building structures on the Temporary Terminal site](#) will be completed by others under a separate contract, or as part of the construction contract for the Temporary Terminal. The Consultant will not be responsible for preparation of hazardous materials and demolition contract documents.

The Consultant shall include on its team firms or individuals qualified and licensed in the State of California to provide professional design services in the following design disciplines:

- Architecture
- Landscape Architecture
- Civil Engineering
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering

The Consultant shall also include on its team firms or individuals qualified to provide the following special consulting services:

- Bus Transit Operations Computer Simulation
- Bus Transit Fare Collection Systems Equipment
- Traffic Engineering
- Signage and Graphics
- Communications and Security Systems
- Cost Estimating

6.1 Design Phase Services

After written authorization to proceed, the Consultant shall provide the following as part of its design phase scope of services:

6.1.1 Project Meetings

This section describes the procedures for the scheduling, administration and documentation of meetings for the project. These meetings include design review meetings, cost and schedule meetings, progress meetings, and all specialty meetings.

Unless otherwise directed by the Authority, all meetings shall be chaired and administered by the Consultant's designated project manager. All meetings shall be documented with agendas and minutes prepared using the Constructware ASP (application service provider) software application in a format approved by the Authority. Agendas are to be distributed a minimum of three (3) days in advance of a meeting, and meeting minutes are to be distributed no later than three (3) days after the meeting.

6.1.1.1 Design Review Meetings

The Consultant shall schedule and coordinate regular design review meetings in accordance with the milestone dates indicated in the baseline schedule. Design documents for these meetings shall be distributed to attendees one (1) week prior to the scheduled meeting date in order to facilitate proper review. Additional design review meetings may be requested by the Authority as required. Attendees may include bus/rail operators,

TJPA client staff, City departments with jurisdictional authority, Technical Advisory Committee members, etc.

6.1.1.2 Cost and Schedule Meetings

The Consultant shall arrange cost and schedule meetings within two (2) weeks of each design review meeting. The purpose of these meetings will be to reconcile current estimated cost and schedule against the Authority's fixed budget limit and schedule for the project.

6.1.1.3 Progress Meetings

The Consultant shall schedule and conduct progress meetings throughout the duration of the work. Unless otherwise directed by the Authority, progress meetings shall be held on a regular weekly basis at the Authority's offices.

6.1.1.4 Specialty Meetings

Specialty meetings may be called by notifying all participants and the Authority five (5) days in advance and providing the agenda for the meeting. In emergency situations, special meetings may be arranged without advance notice.

During the course of work, the Consultant will also be required to participate in presentations and coordination meetings with property owners, tenants, designers, agencies, Authority staff and Board, and other entities as necessary to review the recommended design and perform its coordination responsibilities.

6.1.2 Community Involvement Process

The TJPA will be responsible for organizing the community involvement process as necessary. If community involvement meetings are necessary,

~~The Consultant shall work with the Authority to organize and conduct a community involvement process to seek community input into the design of the Temporary Terminal facilities. The process will involve a series of community meetings, individual meetings with community leaders, business owners, and residents; and other activities as may be determined to benefit the project. The Consultant shall plan, organize, coordinate, and conduct all community meetings; prepare drawings, graphics, community information hand-out materials, and other supporting documents required for the community involvement process and attend up to two meetings as needed. ; and prepare minutes documenting comments and input received at each community involvement meeting. The Consultant shall propose compatible elements in the design of the Temporary Terminal in response to and which may help ameliorate community concerns.~~

6.1.3 Coordination with Public Art Program

Because of the temporary nature of the facility, coordination with the Public Art Program will not be a part of this project. ~~The Consultant shall coordinate with the Authority, its other consultants and artists that may be selected to design and install public art as part of an art enrichment program. Coordination shall include meeting with the consultants and artists, planning for installation of specific artworks, and designing the required foundation elements or mechanical and electrical services.~~

6.1.4 Passenger Flow, Bus Dwell and Fare Collection Analysis

The number of bus spaces for AC Transit will be reduced from the current 23 inside the existing terminal to approximately 17. As a result, vehicle dwell times will be reduced to meet the same level of service as currently exists. Existing constraints include slow fare collection that increases dwell and boarding time. The Consultant will analyze fare collection (including Translink[®] system) and other boarding and dwell time constraints, and passenger flows, and provide recommendations on revised operating and fare collection procedures as necessary.

6.1.5 Traffic Simulation Analysis

The Consultant must analyze the flow of expected bus traffic in the afternoon peak hour using appropriate traffic simulation software (such as Vissim or SimTraffic) and present this information to the affected transit operators, San Francisco Department of Parking and Traffic, and the appropriate policymakers. The traffic flow analysis should include the Temporary Terminal design proposed by the Consultant, as well as access routes from the Temporary Terminal and Bus Storage facilities to the Bay Bridge and from the Bay Bridge to the Temporary Terminal and Bus Storage facilities. Vehicle staging, exclusive access lanes to and from the Bay Bridge and Bus Storage facilities, and other traffic requirements must be considered along with all other operational considerations resulting from the analysis. Based on the traffic simulation analysis, the Consultant shall modify the schematic design for the Temporary Terminal and vehicle circulation deemed necessary for the satisfactory operation of the Temporary Terminal. The Consultant shall provide a written operations plan for use by agencies using the Temporary Terminal. The plan will detail staging areas and communications, dispatching and other practices required for efficient operation.

6.1.6 Full-Scale Demonstration Temporary Terminal

A full-scale demonstration of the proposed Temporary Terminal layout will be scheduled prior to completion of design development phase. This demonstration will incorporate the full complement of transit drivers and buses operating within a designated layout area representing the drive aisles, islands, curbs, and crosswalks planned for construction.

The TJPA ~~Consultant~~ will be responsible for coordination of the site rental, which is anticipated to be at Alameda Point, scheduling the demonstration with each of the transit operators, and providing both written and video

documentation of the demonstration. The Consultant will be responsible for providing layout drawings and assistance to a survey team for layout of pavement markings prior to the demonstration, ~~scheduling the demonstration with each of the transit operators, and providing both written and video documentation of the demonstration.~~

6.1.7 Permitting

The Consultant shall be responsible for coordinating and submitting all documents required for permitting and/or approval by agencies including the San Francisco Department of Building Inspection.

6.2 Bidding Phase Services

After written authorization to proceed with the bidding phase of work, the Consultant shall provide the following services:

- Attend pre-bid conferences and site visits
- Consult with as necessary and advise the Authority as to the acceptability of subcontractors, suppliers and other persons or organizations proposed by bidders
- Consult with as necessary and advise the Authority as to the acceptability of substitute materials and equipment proposed by bidders
- Prepare written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitution of materials and equipment

6.3 Construction Phase Services

After written authorization to proceed with the construction phase of work, the Consultant shall provide the following as part of its construction phase scope of services:

6.3.1 Construction Phase Project Representative

The Consultant shall submit for the Authority approval the name and qualifications of its proposed Project Representative who will serve as the Consultant's agent or employee during the construction phase and will act only under the Consultant's supervision. This individual will be the primary point of contact during construction and will be required to attend the pre-construction conference as well as all weekly and specialty construction meetings and regular site visits.

6.3.2 Construction Administration

The Consultant shall maintain to the satisfaction of the Authority a computer-based system using Constructware ASP to record, control, and manage submittals, requests for information (RFIs), requests for substitution (RFSs), meeting minutes, and correspondence. This system will show the interrelationships between such documents and request for changes or claims.

6.3.3 Requests for Information/Substitution (RFIs/RFSs)

The Consultant shall provide timely and comprehensive written responses to all RFIs and RFSs submitted to the Consultant for review. For the purpose of performing its review obligations, the Consultant shall employ and engage only personnel who are professionally qualified to conduct meaningful reviews of RFIs and RFSs. Response to all RFIs and RFSs shall be signed by the Consultant's designated project representative.

6.3.4 Submittal Review

The Consultant shall provide timely and comprehensive review and written responses to all submittals submitted to the Consultant. Reviews, approvals or other actions taken shall not extend to means, methods, sequences or procedures of construction or to safety precautions or programs, unless these items have been expressly specified by the Consultant in the Construction Documents. For the purpose of performing its review obligations, the Consultant shall employ and engage only personnel who are sufficiently qualified to conduct a meaningful review of shop drawings and submittals. The response to all submittals shall be signed by the Consultant's designated project representative.

6.3.5 Site Visits

The Consultant shall make visits to the site at intervals appropriate to the various stages of construction in order to observe the quality and progress of work. The Consultant shall provide the Authority a written report of observations in approved format within 48 hours of each site visit.

6.3.5.1 Inspections and Testing

The Consultant shall witness factory and site testing and inspections as specified in the construction documents or as necessary to satisfy the Consultant that the design intent is faithfully executed.

6.3.5.2 Defective or Nonconforming Work

The Consultant shall advise the Authority in writing of any observations of defective work, work not in conformance with drawings or specifications, or lack of work progress. The Consultant shall also establish and maintain to the satisfaction of the Authority an electronic database of these items and shall cross reference these to the drawings and specifications sections. The database shall be available to the Authority throughout the duration of the project and shall be turned over to Authority upon completion of work or termination of Contract.

6.3.6 Project Closeout

Upon notification from the Authority, the Consultant shall prepare a comprehensive punch list itemizing any incomplete, defective or non-conforming items as part of its project closeout services. This effort shall include assisting the Authority in documenting the completion of punch-list

items and include a minimum of two follow-up site visits to document completion.

6.3.6.1 Record Documents

The Consultant shall provide a complete review of the as-built documents (drawings and specifications) and notify the Authority of any discrepancies or errors. Following final approval of the as-built documents the Consultant shall incorporate the as-built mark-ups into an electronic record set and submit these to the Authority.

7.0 REPORTS AND DELIVERABLES

The Consultant shall be required to use the Constructware ASP software application for project administration purposes including all transmittals, correspondence, meeting minutes, reports, and databases required for the project. The Authority shall provide the software and a license to access and use the software and train one individual from the Consultant in the use of the software; the Consultant shall be responsible for training its personnel in the use of the software.

Unless otherwise noted, the Consultant shall provide a minimum of ten (10) hard copies of each of the documents listed below, and all other deliverable documents submitted as part of its scope of services. Design drawings shall be in C size format (17" x 22") and all reports and deliverables are to include electronic copies of the files. Construction document drawings for bidding construction shall be at a size format approved by the Authority.

7.1 Schematic Design Reports and Deliverables

The Consultant shall provide the following documents, which may be submitted as separate reports or consolidated into combined reports, as part of its schematic design scope of services:

7.1.1 Design Schedule

The Consultant shall prepare, submit for the Authority's approval, and maintain a detailed critical path design schedule detailing Consultant's scheduled performance of services. The schedule shall conform to the milestones indicated in the Temporary Terminal portion of the Program Master Schedule (see Appendix B, Project Design Schedule—Phase 1), and shall be kept current with the Program Master Schedule as it is adjusted in the future.

Within fourteen (14) calendar days from the Consultant's notice to proceed, the Consultant shall submit for the Authority's acceptance a baseline schedule covering all services of each phase of work and indicating all tasks and subtasks. This schedule shall be in Microsoft Office Project 2003 or other scheduling software approved by the Authority, and shall include:

- Outline dates and time periods for delivery of Consultant services
- Requirements for information from the Authority for the performance of services

- Preliminary dates for meetings required to obtain any third party approvals
- Manpower-loaded chart by task
- Appropriate Authority and third party design review periods (two weeks minimum for Schematic Design (SD) and Design Development (DD) and 50% Construction Documents (CD); two weeks minimum for 95% CDs)

Upon acceptance of the Baseline Schedule, the Consultant will be required to provide weekly look ahead schedules and schedule updates compared to the Baseline Schedule [as part of the Weekly Progress Meeting](#).

7.1.2 Monthly Progress Reports

This document is a written monthly report on Consultant's progress including any problems the Consultant has encountered or anticipates in performing its services. The report should include a narrative of services performed by the Consultant, areas of concern, actions/approvals needed from the Authority, a schedule assessment and proposed ways to work around issues and problems that arise, and recommendations regarding ongoing design work.

7.1.3 Recommended Design Narrative Report

This document is a written narrative report that describes in detail the design intent, character and quality being proposed for each facility. This report should address the aesthetic design objectives for individual elements of the Temporary Terminal buildings and structures, as well as site landscaping, furnishings and public amenities.

This report shall also document the Consultant's independent investigations and review of the project requirements, Authority concept plan drawings, and existing conditions. The report shall include a narrative description of any recommended changes to the project scope or layouts, including exceptions to design criteria and standards, as well as a listing of any additional information the Consultant deems necessary to perform its scope of design services. The Consultant shall obtain written approval from the Authority of any recommended changes or exceptions before incorporating them into the Schematic Design.

7.1.4 Recommended Building Systems and Architectural Materials Report

The Consultant shall review and evaluate options for foundation, structural, mechanical and electrical systems, as well as architectural material selection, including an analysis addressing functionality, durability and maintenance requirements; initial and life cycle costs; construction schedule; and other relevant factors.

The report shall evaluate two alternatives for construction of the Greyhound Temporary Terminal, AC Transit Site Office and Customer Service Center buildings at the Temporary Terminal site. One alternative would be to construct each building on site in traditional "stick-built" fashion. The other

alternative would be to procure modular buildings or manufactured buildings for some or all of the buildings required at the Temporary Terminal. The alternatives should be compared considering quality, cost and construction schedule. The Consultant shall recommend an alternative.

This report should address construction options for site structures such as the AC Transit Site Office, Customer Service Center, and Greyhound Temporary Terminal, and opportunities for removal and adaptive re-use of these structures when the Temporary Terminal is no longer needed.

7.1.5 Schematic Design Level Opinion of Probable Construction Cost Report

The Consultant shall submit a report with an independent opinion of probable construction cost (cost estimate) of the proposed schematic design for the Temporary Terminal, following UNIFORMAT II format. The cost estimate shall be prepared by an independent cost consultant retained by the Consultant, and should address all components of the project. The Consultant shall also coordinate with the Program Management/Program Controls (PMPC) Consultant and cost consultants retained by the Authority who may prepare parallel cost estimates, and reconcile the various estimates to a single schematic design level opinion of probable construction cost.

7.1.6 Schematic Design Drawings

The Consultant shall provide schematic design level drawings that fix and describe the size and character of the project in sufficient detail to enable preparation and review of a schematic design estimate of probable construction cost. Include a site plan, floor plans, sections, and elevations prepared as CADD drawings.

7.1.7 Presentation Materials

The Consultant shall provide full size, reduced size, and JPEG-format electronic files of color renderings that illustrate the Temporary Terminal facilities in plan, section, elevation, and perspective views.

7.1.8 Presentation Model (optional)

If requested by the Authority, the Consultant shall provide scale model(s) at approved scale of the Temporary Terminal project, indicating the layout and massing of each within the context of adjacent buildings. The cost of such model(s) would be compensated as Additional Services.

7.1.9 Recommended Phasing and Staging of Construction Report

The Consultant shall prepare recommendations for the phasing of the construction work at the Temporary Terminal in order to minimize disruptions and expedite construction. This report is to clearly indicate the scope of work that would be included in both Phase One and Phase Two construction of the Temporary Terminal. If appropriate, the Consultant shall recommend adjustments to the Authority project implementation schedule necessary to accommodate the long lead time procurement of specific items. The Authority

will require that specific phasing recommendations be incorporated into the design development and construction documents.

7.2 Design Development Phase Reports and Deliverables

The Consultant shall provide the following documents, as separate or combined reports, as part of its design development scope of services. The Consultant shall provide submittals and presentations to the Authority for review and approval at the 50% and 100% progress stages of the design development phase. These documents shall consist of the following items:

7.2.1 Monthly Progress Reports

This document is a written monthly report on the Consultant's progress, including any problems the Consultant has encountered or anticipates in performing its services. The report should include a narrative of services performed by the Consultant, areas of concern, actions/approvals needed from the Authority, a schedule assessment, proposed ways to work around issues and problems that arise, and recommendations regarding ongoing design work.

7.2.2 Value Engineering Report

At the beginning of the design development phase, the Consultant shall organize and conduct with the PMPC Consultant and the Authority a value engineering effort that results in a report detailing specific recommendations on potential cost savings or reductions, considering all project components.

7.2.3 Design Basis Narrative Report

This document is a written narrative report, which describes in detail the basis for the design being proposed and recommended revisions to the design since the last submission.

7.2.4 Outline Specifications

~~The Consultant shall prepare and submit an outline specification that indicates all technical standards for the Temporary Terminal construction. The outline specifications shall be prepared according to the Construction Specifications Institute's (CSI) MasterFormat~~ [See Item 7.2.8 below.](#)

7.2.5 Sustainability Report

[While it](#) is the Authority's intent to design and build a facility that employs energy-efficient features and other sustainable building design practices, [a LEED rating will not be pursued due to the temporary nature of this facility.](#) The Consultant will be responsible to develop options, costs, and recommendations for incorporating sustainability features into the Temporary Terminal project. This effort will also include developing and maintaining a LEED (Leadership in Energy and Environmental Design) scoring matrix and all relevant documentation for the Temporary Terminal project throughout the course of design and construction, in order to support the application for LEED certification at either the Certified or Silver level.

7.2.6 Public Art Program Opportunities Report

Because of the temporary nature of this facility, coordination with the Public Art Program will not part of this project. The Consultant shall work with the Authority and San Francisco Public Art Program staff to identify opportunities for integration of public artworks into the Temporary Terminal project. Opportunities shall include both art that may be integrated into the architecture and commissioned artwork installations. The Consultant shall prepare a short report describing the identified opportunities by location within the building, type of artwork, and building system support requirements.

7.2.7 Design Development Drawings

The Consultant shall provide drawings that fix and describe the size and character of the entire project in sufficient detail to enable the preparation and review of an accurate estimate of probable construction cost and construction implementation schedule. Identify locations for public artwork installations.

7.2.8 Outline Specifications

The Consultant shall provide outline specifications that are at the design development level of completion for each technical specification section following the CSI MasterFormat standards.

7.2.9 Signage Design Standards

The Consultant shall provide comprehensive and integrated signage design drawings and specifications standards for the Temporary Terminal project. This submittal is to include signage documents standards that comply with the Americans with Disabilities Act (ADA), 1996 TCRP Report 12, *Guidelines for Transit Facility Signing and Graphics*, the 2006 MTC Transit Connectivity Study, and all other state and local regulations. These documents standards are to include all passenger way-finding, customer service and informational and regulatory signage for the project sites. This submittal is to include preliminary signage drawings and technical specifications, and a complete signage schedule for the project.

7.2.10 Engineering Design Calculations

The Consultant shall provide engineering calculations for all disciplines, including design loads, sufficiently complete for construction documents to proceed. Include a separate written report documenting compliance with applicable design codes, tabulated floor areas by building use (gross and assignable), and tabulated pavement areas. Compare the recommended design to the approved design criteria for the project, as well as design criteria (e.g., temperature, humidity, lighting levels, floor loads) for mechanical and electrical systems.

7.2.11 Presentation Materials

The Consultant shall provide full size, reduced size, and JPEG format electronic files of color renderings that fully describe the project in plan, section, elevation, and perspective view.

7.2.12 Material Sample Boards

The Consultant shall provide a minimum of two (2) color and material sample boards for the Authority's review and approval.

7.2.13 Recommended Phasing and Staging of Construction Report

The Consultant shall prepare an update to the report prepared during the schematic design phase, including any modifications to recommendations for phasing or staging of the construction work to minimize disruptions and expedite construction. The Consultant shall incorporate specific phasing requirements into the construction documents.

7.2.14 Preliminary Fire and Life Safety Report

This document will describe the fire and life safety features of the final design for each building, including exit pathways and egress calculations, in sufficient detail for submittal to the appropriate code authority having jurisdiction for review and approval. The Consultant shall meet with the authority and address any issues of concern in the subsequent design of the project, in order that the project may conform to authority requirements.

7.2.15 Design Development Level Opinion of Probable Construction Cost Report

The Consultant shall provide a new opinion of probable cost (cost estimate) based on the design development documents deliverables, following CSI MasterFormat standards. The Consultant shall compare and reconcile the cost estimate to the Authority approved fixed budget limit and the estimate presented in the previous design phase, and describe and explain the rationale for any variation. If the accepted final opinion of probable cost exceeds the fixed budget limit established for the project, the Authority reserves the right to require the Consultant to revise the design at the Consultant's own expense in order to conform to the approved fixed budget limit.

7.3 Construction Documents Phase Reports and Deliverables

The Consultant shall provide the following documents as part of its construction documents scope of services. The Consultant shall provide construction document submittals and presentations to the Authority for review and comment at the 50% and 95% construction document phase. These documents shall consist of the following items:

7.3.1 Monthly Progress Reports

This document is a written monthly report on the Consultant's progress including any problems the Consultant has encountered or anticipates in performing its services. The report should include a narrative of services performed by the Consultant, areas of concern, actions/approvals needed from the Authority, a schedule assessment and proposed ways to work around issues and problems that arise and recommendations regarding ongoing design work.

7.3.2 Final ADA Compliance Report

The consultant will be required to complete a Disabled Access Compliance Checklist as part of City and County of San Francisco's requirements for permitting. This document shall include compliance surveys and reports demonstrating that all portions of the Temporary Terminal project are accessible and comply with the provisions of the Americans with Disabilities Act and California Title 24 provisions relating to accessibility.

7.3.3 Final Fire and Life Safety Report

This document will describe the fire and life safety features of the final design for each building, including exit pathways and exit stair calculations in sufficient detail for submittal to the appropriate code authority having jurisdiction for review and approval.

7.3.4 Environmental Mitigation and Monitoring Compliance Report

The Consultant shall incorporate into the construction documents design elements and specifications needed to comply with established mitigation and monitoring requirements of the project. The Consultant shall submit a report documenting how each requirement has been addressed.

7.3.5 Final Opinion of Probable Construction Cost

The Consultant shall provide a final comprehensive opinion of probable cost (cost estimate) based on the construction documents deliverables and following CSI/MasterFormat standards. The Consultant shall compare and reconcile the cost estimate to the Authority's approved fixed budget limit, and describe and explain the rationale for any recommended variations for the Authority's approval. If the accepted final opinion of probable cost exceeds the fixed budget limit established for the project, the Authority reserves the right to require the Consultant to revise the design at the Consultant's own expense in order to conform to the approved fixed budget limit.

7.3.6 Construction Documents Drawings and Specifications

The Consultant shall provide drawings that fix and describe the size and character of the entire project in sufficient detail to enable competitive bidding and award of a construction contract(s) for the construction of all elements of the project. The Consultant shall provide technical specifications for each technical specification section following CSI/MasterFormat standards and coordinate with the PMPC Consultant and the Authority in preparation of Divisions 0 and 1 of the specifications, and incorporate. The Consultant may be required as directed by the Authority to prepare multiple bid document packages for procurement of portions of the construction work. Submit to the Authority for review at 50% completion, and again at 100% completion.

7.3.7 Signage Procurement Documents

The Consultant shall provide comprehensive and integrated signage construction documents for all phases of the Temporary Terminal project that are suitable for competitive bidding of the required manufacture and installation of all signage systems. The documents will include complete

signage standards, signage drawings and specifications, and signage schedules that comply with the ADA, 1996 TCRP Report 12, *Guidelines for Transit Facility Signing and Graphics*, the 2006 MTC (Metropolitan Transportation Commission) Transit Connectivity Study, and other state and local regulations. These signage documents are to be coordinated with the transit agencies and include all passenger way-finding, customer service, informational, and regulatory signage for the Temporary Terminal project.

7.3.8 Final Engineering Design Calculations

The Consultant shall provide final engineering design calculations for all disciplines, including design loads, sufficiently complete for code compliance review by the appropriate authority. The Consultant shall include a separate written report documenting compliance with applicable design codes, tabulated floor areas by building use (gross and assignable), and tabulated pavement areas. The Consultant shall compare the recommended design to the approved design criteria for the project, as well as design criteria (e.g., temperature, humidity, lighting levels, floor loads) for mechanical and electrical systems.

7.3.9 Presentation Materials

The Consultant shall provide full-size color renderings which fully describe the Temporary Terminal project in plan, section, elevation, and perspective views. The Consultant shall include a presentation model at approved scale as part of the 100% CD submission [if requested in writing by the TJPA](#).

7.3.10 Material Sample Boards

The Consultant shall provide at least two (2) color and material sample boards of approved colors and materials.

7.4 Construction Phase Reports and Deliverables

After written authorization to proceed with the construction phase of work, the Consultant shall provide the following as part of its construction phase scope of services. These documents shall consist of all reports and other deliverable products required in the Contract for design services between the Authority and the Consultant, including the following items:

7.4.1 Monthly Progress Reports

This document is a written monthly report on Consultant's progress including any problems encountered or anticipated in performing services. The report should include a narrative of services performed, areas of concern, actions/approvals needed, a design schedule assessment comparing actual performance to the approved baseline design schedule, proposed actions by the Consultant to work around issues and problems that arise.

7.4.2 Field Reports

The Consultant shall make visits to the site at intervals appropriate to the various stages of construction in order to observe the quality and progress of

work. The Consultant shall provide the Authority a written report of observations in approved format within 48 hours of each site visit.

7.4.2.1 Inspection and Testing Observation Reports

The Consultant shall witness factory and site testing and inspections as specified in the construction documents or as necessary to satisfy the Consultant that the design intent is faithfully executed.

7.4.2.2 Defective or Nonconforming Work

The Consultant shall advise the Authority in writing of any observations of defective work, work not in conformance with drawings or specifications, or lack of work progress. The Consultant shall also establish and maintain to the satisfaction of the Authority an electronic database of these items and shall cross reference these to the drawings and specifications sections. The database shall be available to the Authority throughout the duration of the project and shall be turned over to the Authority upon completion of work or termination of the Contract.

7.4.3 Project Closeout Documentation

Upon notification from the Authority, the Consultant shall prepare a comprehensive punch list itemizing any incomplete, defective or non-conforming items as part of its project closeout services. This effort shall include assisting the Authority in documenting the completion of punch-list items and include a minimum of two follow-up site visits to document completion.

7.4.3.1 Record Documents

Following the Consultant's review and final approval of the as-built documents the Consultant shall incorporate the as-built mark-ups into an electronic record set (drawings and specifications) and submit these to the Authority

7.5 Mitigation Monitoring and Reporting

The Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project FEIS/EIR was certified by the San Francisco Redevelopment Agency, the San Francisco Planning Commission, and the PCJPB in late April 2004. The FEIS/EIR identified mitigation measures required to minimize impacts to the existing environment with specific stipulations as described in the "Memorandum of Agreement and execution by the Federal Transit Administration, and California State Historic Preservation Officer for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project in San Francisco County, California."

The FEIS/EIR mitigation measures and a framework for their implementation were included in the project's Mitigation Monitoring and Reporting Program (MMRP),

prepared pursuant to the requirements of Section 21081.6 of the California Public Resources Code. The MMRP was adopted by the Authority Board on April 22, 2004.

Under the scope of work for this section, the Consultant shall be responsible for all coordination, documentation, and reporting requirements identified as the responsibility of the Temporary Terminal A/E under the MMRP as listed in Appendix C of this document for the Program. Reporting shall be provided ~~on a monthly basis~~ **as part of Consultant's monthly reporting**, and shall include all documentation and coordination items indicated under the "Memorandum of Agreement." Specific provisions of this document include the need for the Consultant team to include a specialist who meets the Secretary of the Interior's professional qualifications standards as indicated in 48 FR 44738-9.

Appendix C contains an extract of the Consultant's MMRP responsibilities and the Memorandum of Agreement.

7.6 Additional Services

Additional services required to be performed by the Consultant upon request of the Authority must be authorized by the Authority in writing prior to performance. The Consultant will be paid for additional services as agreed to in a written amendment to the Contract.

7.7 Report Preparation Guidelines

Reports are an essential component of the deliverables and serve as key management tools for decision-making as well as provide a permanent record of key events over the course of the project. In order to maintain uniform format and organizational standards, the Consultant shall prepare all reports are to be prepared in accordance with the format described in Appendix D, Report Preparation Guidelines.

7.7.1 UNIFORMAT II

UNIFORMAT II is a format for classifying building systems and elements and related site work. Elements are major components common to most buildings, which usually perform a given function, regardless of the design specification, construction method, or materials used. Using UNIFORMAT II ensures consistency in the economic evaluation of building projects over time and from project to project, and it enhances project management and reporting at all stages of the building life cycle.

UNIFORMAT II standards are to be followed during the early planning and schematic design phases of the project for organizing technical descriptions of building systems and elements, as well as for all associated cost estimating.

7.7.2 CSI MasterFormat 2004

MasterFormat is a product of the Construction Specifications Institute and Construction Specifications Canada and is the most widely used standard for

organizing specifications and other written information for commercial and institutional building projects in the United States and Canada.

This format provides a master list of divisions, and section numbers and titles within each division, to categorize information about a facility's construction requirements and associated activities. Standardizing the presentation of such information improves communication among all parties involved in construction projects, which in turn helps the project team deliver structures to clients in accordance with their requirements, timelines and budgets.

CSI/MasterFormat 2004 is to be used for design development and construction document phases of specifications and cost estimating.

7.7.3 CADD Guidelines

The Consultant shall submit proposed CADD guidelines and standards for TJPA approval. ~~have been established for the project in order to establish roles and responsibilities of project participants related to CADD drawings and 3-D model modeling and Building Information Modeling will not be required for this project development and use. For information related to requirements for the Consultant, please refer to Appendix E, 3D CADD Guidelines.~~

8.0 DATUM

A system of survey control has been established to guide design of all components of the Program. The two datums in use are the City/County Datum and North American Vertical Datum (NAVD) 29 datum. The City/County Datum is unique to San Francisco. On the City/County Datum, elevation 0.0 foot is equivalent to elevation 8.616 feet NGVD 29.

8.1 Recommended Vertical Datum

The NAVD of 1988 (NAVD 88) is the vertical control datum established in 1991 by the minimum-constraint adjustment of the Canadian-Mexican-U.S. leveling observations. It fixed the height of the primary tidal benchmark, referenced to the new International Great Lakes Datum of 1985 local mean sea level height value, at Father Point/Rimouski, Quebec, Canada. Additional tidal bench mark elevations were not used due to the demonstrated variations in sea surface topography, i.e., the fact that mean sea level is not the same equipotential surface at all tidal bench marks.

8.2 Program Grid Alignments

The Program will establish a project horizontal grid alignment that all projects within the Program must use in order to ensure coordination between adjacent projects.

9.0 BUILDING CODES AND REGULATORY REQUIREMENTS

Construction within the City of San Francisco currently is required to comply with the 2001 California Building Code (CBC) and the amendments included as part of the 2001 San Francisco Building Code. The current CBC is based on provisions of the 1997 Uniform Building Code (UBC), a model code that has been widely adopted by cities throughout the United States.

Based on the current design schedule as well as recent discussions with the San Francisco Department of Building Inspection (DBI), it is anticipated that this project will be required to conform to these standards.

10.0 REQUIRED SKILLS AND EXPERIENCE

The following are the minimum necessary qualifications that a Respondent team must satisfy in order to be eligible to provide the Services under a Contract with the Authority:

- Registered Architect in the State of California
- Registered Professional Engineer (Civil and Structural) in the State of California
- Prior experience with at least one project involving public transit passenger waiting and loading facilities
- Prior experience with design and construction of at least one public project within the City of San Francisco requiring approvals and permits from the City Department of Building Inspection
- Prior experience with design and construction of at least one public project involving substantial community involvement
- Prior experience with coordination with Caltrans regarding design of public improvements within the state right-of-way

11.0 PROPOSAL PACKAGE FORMAT AND CONTENT

The Proposal shall be in the order and form described in Section 11.1. The Proposal contents are to be in the order specified in this RFP. The documents required by Section 11.3 will not be subject to a page limitation. Both sides of each page may be used (each side counts against the page limit); typeface shall be no smaller than 11 point; margins shall be no less than 1 inch. Proposal packages shall be printed on 8½ x11-inch paper, using recycled paper if available. Elaborate brochures or other presentation materials are not desired and will not be considered in evaluating proposals.

The Proposal package shall be organized in the following sequence:

11.1 Proposal

11.1.1 Introduction and Executive Summary (max. 2 pages) [10 pts. total]

Submit a letter of introduction and an executive summary of the proposal package. The introductory letter must be signed by a person or persons authorized to obligate the firm (or team if a joint-venture) to honor the commitments set forth in the proposal package and to verify the accuracy of the information included in the proposal package.

Submission of the introductory letter will constitute a representation by the firm or team that it is willing and able to successfully perform the Services, and that all information contained in the proposal package is true, correct and not misleading in any material way.

11.1.2 Qualifications and Experience of Respondent Team (max. 40 pages) [75 pts. total]

Provide a brief description of the Respondent team and a summary of the team's capabilities and experience in transportation projects, with an emphasis on bus transportation projects. [10 pts.]

Describe how the Respondent team meets the minimum requirements described in Section 10.0. Be as specific as possible. Failure to satisfy the minimum requirements will disqualify the Respondent team from consideration by the Authority. [10 pts.]

Describe how the Respondent team has additional qualifications for performance of the Services. Be as specific as possible. [15 pts.]

Describe the Respondent team's major design projects relevant to this assignment, limiting each project description to one page or less but clearly showing the extent and nature of the involvement of the key team members proposed for assignment to the Authority's project. [15 pts.]

Describe the proposed staffing plan to complete the Services. Specifically, provide the name, title, agency, business address and phone number of key staff that would be assigned to provide the Services; qualifications and work experience of each such staff member; including brief résumés if necessary. (Note that the length of résumés must be shortened if necessary to avoid exceeding the maximum page limit established for the Proposal.) Describe the role each staff member would play in providing the Services. There is no restriction on where the Respondent firm is headquartered. However, assigned staff must work out of offices within the nine-county San Francisco Bay Area, which comprises the counties of San Francisco, Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano and Sonoma, and be able to reach Authority offices in a reasonable amount of time as required. [20 pts.]

Include any additional information that demonstrates the Respondent's qualifications to perform the Services and successful completion of similar services for other public agencies. [5 pts.]

11.1.3 References (max. 3 page) [15 pts. total]

Provide references that may be contacted by the Authority for at least five (5) recent clients (preferably other public agencies) for the Respondent firm and any assigned key staff; include the reference name, position, agency, address, telephone number and specific project for each reference.

11.2 Fee Schedule

The Authority intends to award this contract to the firm that it considers will provide the best overall program services. The Authority reserves the right to accept other than the lowest priced fee structure and to reject any fee structure deemed not responsive to this request.

The Proposal shall include fee schedules applicable for the entire contract period. Such fee schedules shall be provided in a separately sealed envelope together with the submittal. The fee schedules do not affect the selection process and shall remain sealed until an applicant is selected and contract negotiations begin. However, the Authority may elect to not award a contract to any firm or team whose fee schedule does not represent the best rates available to public agencies.

The Contract fee schedule shall include:

- a. A list of all staff who would charge fees to perform the Services
- b. An identification of the nature of each staff member's work (e.g., administrative, draftsman, engineer, architect, project manager)
- c. Direct hourly rates for all team members
- d. Overhead rates
- e. Maximum of 10% profit markup on direct and overhead costs
- f. Fully loaded billable hourly rates

Appendix F contains a price breakdown worksheet. See Attachment 3b, Contract Price Breakdown.

11.3 Other Required Documents

Respondents shall complete the forms described below and submit them as part of the Proposal package. Appendix F contains the following required forms.

- a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Attachment 4a)
- b. Certification Regarding Lobbying (Attachment 4b)
- c. Disadvantaged Business Enterprise Program Requirements – Bidders/Proposers Information Request Form (Attachment 7c)

Respondents shall also submit a copy of the Respondent's nondiscrimination program or EEO policy statement in the Proposal package.

In addition, if the Respondent is a non-profit entity, it must include documentation of its compliance with San Francisco Administrative Code Chapter 12L, as described more fully in Attachment 1, RFP General Conditions, Item J.

12.0 RESPONDENT EVALUATION PROCESS

12.1 Satisfaction of Minimum Requirements

The Selection Committee will evaluate Proposal packages to ensure that the Respondent has demonstrated compliance with each of the minimum requirements described in Section 10.0. Any Proposal package that does not meet the minimum requirements will be automatically rejected and the Selection Committee will not evaluate the remainder of the Proposal package.

12.2 Step 1: Proposal (maximum 100 points)

Upon satisfaction of the minimum requirements, the Selection Committee will score the Proposal packages by assigning points in the following categories:

- Quality of Executive Summary maximum **10** points
- Qualifications of Respondent Firm maximum **75** points
- Results of Reference Checks maximum **15** points

The Respondents' written proposals will be ranked according to total score. The Selection Committee will short-list those proposals that meet a minimum score, as determined by the Committee (the "Qualifying Respondents").

12.3 Step 2: Interview (maximum **60** points)

The Authority will invite the Qualifying Respondents to participate in oral interviews at a specified time, date, and location. The Authority shall impose a time limit for each oral interview. During the oral interview, the Qualifying Respondents shall not be required to deliver a technical presentation, but rather will be required to respond to technical questions. All Qualifying Respondents will be required to respond to the same set of technical questions. The Selection Committee may also question the Qualifying Respondents as to their written submittals. The proposed key individuals of the Qualifying Respondent's team will be expected to actively participate in the interviews and to respond to the Selection Committee's questions.

At the conclusion of the oral interviews, the Selection Committee will combine the written proposal and oral interview scores for each Qualifying Respondent. The highest-ranking firm will be selected to negotiate a professional services contract with the Authority. In the event that an agreement cannot be reached with the highest-ranked firm, negotiations may be entered into with other qualified firms in the order of their ranking.

Respondents whose total scores are within 3% percent of each other shall be deemed tied. The percentage difference between scores shall be based on the higher score; e.g., 3% of 195, if the scores are 195 and 190. In the event of a tie, the Authority may elect, in its absolute and sole discretion, to break the tie by conducting a tiebreaker between the tied respondents. The Authority shall provide advance written notice to the tied respondents of the tie-breaking method, as well as the evaluation criteria for any tie-breaker based on scoring.

The Executive Director will recommend the top-ranked firm to the Board of Directors of the Authority for approval. No agreement between the Respondent and the Authority shall be binding on the Authority unless and until approved by the Authority's Board of Directors, in its sole discretion.

In the event that the Board of Directors declines to approve the agreement negotiated by the Authority Staff with the highest-ranked firm as determined by the Selection Committee, then negotiations may be entered into with other qualified firms in the order of ranking.

13.0 LEVINE ACT

The Levine Act (Government Code 84308) is part of the Fair Political Practices Act that applies to elected officials and their alternates who serve on appointed Boards such as the Transbay

Joint Powers Authority Board of Directors, or who serve as appointed officers. The Levine Act prohibits any Authority officer who has, within the previous twelve months, received \$250.00 or more from an applicant for a contract with the Authority from participating in or influencing the decision on awarding that contract. The Levine Act also requires an officer of the Authority who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, Authority officers are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before the Authority and for three months following the date a final decision concerning the contract has been made.

For this RFP, the Selection Committee members are also considered Authority officers and shall also be subject to this section.

Each Respondent must disclose any contribution of \$250 or more that it made to an Authority officer or alternate within the twelve-month period preceding the submission of its Proposal. This requirement applies to the proposing firm or joint venture as well as to any member firm or individuals on the firms' team, subsidiaries, parent companies, other firms associated with the respondent, and agents of the respondent. If such a contribution has been made, the respondent must provide to the Authority's Executive Director a written statement setting forth the date and amount of said contribution(s). This information must be received by the Executive Director at the same time the Proposal is received.

Members of the Authority Board of Directors are:

Nathaniel Ford, Chair	No Alternate
Jerry Hill, Vice Chair	Art Lloyd, Alternate
Greg Harper	H.E. Christian Peebles, Alternate
Michael Cohen	No Alternate
Chris Daly	No Alternate
Tony Anziano	No Alternate
Bijan Sartipi	No Alternate

Authority Officers are:

Maria Ayerdi	Executive Director
Dennis J. Herrera	Legal Counsel
Ed Harrington	Chief Financial Officer
Roberta Boomer	Secretary

14.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) / NONDISCRIMINATION

14.1 Policy

It is the policy of the Authority to ensure nondiscrimination on the basis of race, color, sex or national origin in the award and administration of DOT-assisted contracts. It is the intention of the Authority to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to the Authority's construction, procurement, and professional services activities.

Pursuant to 49 CFR Section 26.13, the Authority is required to make the following assurance in every DOT-assisted contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. 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 contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate.

On July 20, 2006, the Authority adopted the DBE Program for fiscal year ending June 30, 2007. The Authority recommends that bidders/proposers review the DBE Program, which is available on the Authority website at the following address:
<http://www.transbaycenter.org/TransBay/content.aspx?id=311>.

On May 1, 2006, the State Department of Transportation (Caltrans) announced major changes to the statewide DBE Program. Respondents should review the policies outlined in Caltrans Exhibits 10-I, Notice to Bidders/Proposers Disadvantaged Business Enterprise Information, and 10-J, Standard Agreement for Subcontractor/Disadvantaged Business Enterprise Participation, are part of those changes. Respondents should review these policies in addition to the Authority's FY 2006-07 DBE Program. These exhibits are included in Appendix F as Attachments 7a and 7b, respectively.

Pursuant to the monitoring requirements outlined in Section XIII of the Authority's FY 2006-07 DBE Program (49 CFR 26.37), the Respondents will be required to complete and submit the Authority's "Bidders/Proposers Information Request Form" with its proposal, regardless of DBE participation. Upon award of the contract, the winning consultant/firm will be required to submit the Authority's "Summary of Payment Form" with every invoice request and a "Final Expenditure Report" with the completion of the Contract. These Forms are attached with this RFP and can also be provided electronically upon request.

14.2 Equal Employment Opportunity

The Authority encourages the prospective Consultant to actively recruit minorities and women for their respective workforces. The Authority requests copies of any non-discrimination or equal opportunity plans that the prospective Consultant has in place.

14.3 DBE Availability Advisory Percentage

The Authority has established a DBE Availability Advisory Percentage of 16% for this Agreement. The DBE availability advisory percentage is not an enforceable goal and compliance with the advisory is not a condition of contract award, however bidders/proposers are encouraged to obtain DBE participation for this Agreement.

14.4 Questions on DBE

Written questions concerning DBE/nondiscrimination requirements should be addressed to:

Mr. Edmond Sum
Transbay Joint Powers Authority
201 Mission Street, Suite 1960
San Francisco, CA 94105
(415) 597-4615 fax
Email: RFPTempTerminal@TransbayCenter.org

15.0 SUBMITTING PROPOSALS

Ten (10) copies of the Proposal (Section 11.1) and Fee Schedule (Section 11.2), and Other Required Documents (Section 11.3), must be received by the Authority no later than 5:00 p.m. on Thursday December 15, 2006, at the following address:

Ms. Maria Ayerdi, Executive Director
Transbay Joint Powers Authority
201 Mission Street, Suite 1960
San Francisco, CA 94105

Responses to this RFP that are not received by the time and date specified herein, do not contain all the required information and completed forms, or do not meet the minimum qualifications may be deemed non-responsive and rejected.

Beginning on the date this RFP is issued and made available to prospective Respondents, there will be no communications concerning this RFP between Authority Board members, Authority staff, other consultants already engaged by the Authority or members of the Selection Committee and prospective Respondents and their employees or agents, except as provided herein. Questions about the RFP may be directed in writing to the Authority's Executive Director. The Executive Director will consider all questions received by the close of business five (5) working days before the Proposal due date and, as appropriate, respond in writing. Any violations of the above restriction will result in the immediate disqualification of the Respondent making said contact from further participation in the Program. This restriction will end when contract award notification has been made.

Questions about the RFP may be directed in writing to:

Ms. Maria Ayerdi, Executive Director
Transbay Joint Powers Authority
201 Mission Street Suite 1960
San Francisco, CA 94105
415-597-4615 fax
Email: RFPTempTerminal@TransbayCenter.org

Respondents are to promptly notify the Executive Director, in writing, if the Respondent discovers any ambiguity, discrepancy, omission or other error in the RFP. (See Attachment 1, RFP General Conditions.) As set forth in Appendix F, Attachment 1, Paragraph D., Respondents may telephone the Authority at (415) 597-4620 before submitting its Proposal to determine if the Respondent has received all addenda.

16.0 SCHEDULE AND ADDENDA

See the Key RFP Dates listed on the title sheet of this RFP.

The Authority may modify the RFP, prior to the Proposal due date, by issuing written addenda. Addenda will be posted on the Authority's website (www.TransbayCenter.org). For parties who requested a hard copy of the RFP by regular mail, addenda may be sent to them via regular, first class U.S. mail. All parties, regardless of how they obtained the RFP, are solely responsible for ensuring the receipt of any and all addenda, and should therefore check the website before submitting their qualifications to ensure receipt of all addenda, and to ensure their qualifications reflect any such addenda.

17.0 STANDARD CONTRACT PROVISIONS

Following negotiations, the selected Respondents will be expected to enter into a professional services agreement substantially similar in form to Attachment 2, Model Professional Services Agreement. Failure to timely execute the agreement, or to furnish any and all insurance certificates and other materials required in the agreement, shall be deemed an abandonment of the Respondent's contract offer.

Respondents are urged to pay special attention to the requirements of the Minimum Compensation Ordinance and the Health Care Accountability Ordinance. The Minimum Compensation Ordinance (MCO), San Francisco Administrative Code Chapter 12P, requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. Note that the gross hourly compensation for covered employees for For-Profit entities is \$10.77 as of January 1, 2006. Additional information regarding the MCO is available on the Web at <http://www.sfgov.org/oca/lwlh.htm>. The Health Care Accountability Ordinance (HCAO), S.F. Administrative Code Chapter 12Q, requires contractors to provide health care coverage to certain employees or pay amounts in lieu thereof. Respondents should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the Web at <http://www.sfgov.org/oca/lwlh.htm>.

18.0 PROTEST PROCEDURES**18.1 Protest Submittal**

A protest describing the nature of the disagreement must be submitted in writing to the Authority no later than five (5) days following notification of proposed award. A post-award protest describing the nature of the disagreement must be submitted in writing to the Authority no later than five (5) days following the notification of award of the Contract.

The letter of protest shall contain the project description and shall be signed and dated. Protests shall be addressed to:

Ms. Maria Ayerdi, Executive Director
Transbay Joint Powers Authority
201 Mission Street, Suite 1960
San Francisco, CA 94105

18.2 Disadvantaged Business Enterprise (DBE) Requirements

If the protest involves meeting DBE requirements, the DBE Liaison Officer (DBELO) of the Authority shall review the protest. The DBELO shall also send a copy to the Authority's General Counsel for information. The DBELO shall review DBE requirements for the Project, examine whether the protest has merit, and forward its decision to the Executive Director. Based on the DBELO's examination, the Executive Director shall notify the protester, in writing, of the decision. The decision shall respond at least generally to each material issue raised in the protest. The letter to the protester shall state that the protester may contact the DBELO to discuss the response, and the protester has the right to address the Authority Board on the date when the matter is calendared to be heard if the DBELO denies the appeal.

Regarding the issue of whether a Respondent has met its DBE goal or demonstrated good faith efforts in reaching the contract-specific DBE goal, the DBELO's determination will be administratively final except when the DBELO has determined that an apparent successful Respondent has failed to meet its goal or make the required good faith efforts. In that situation, the procedures in the Authority's DBE Program apply to requests for reconsideration from the apparent successful Respondent. The Authority Board will not have jurisdiction to hear administrative appeals or requests for reconsideration of the DBELO's decision.

18.3 Issues Not Related to DBE Requirements

If the protest concerns complaints regarding discrepancies in the bid documents, missing or required documentation, or the selection process, and is not related to DBE requirements, the Executive Director shall prepare a memorandum to the Authority's General Counsel requesting an opinion on the protest. The Executive Director shall inform the protester in writing of the recommendation, stating the reasons for the recommendation, and responding at least generally to each material issue raised in the protest. The Executive Director's letter to the protester shall state that the protester may contact the Executive Director to discuss the response, and the protester has the right to address the Authority Board on the date when the matter is calendared to be heard if the Executive Director denies the appeal.

18.4 Incorporate Legal Opinion/Recommendation

The Executive Director shall incorporate appropriate language reflecting the outcome of the protest in the calendar item and resolution for approval of the contract by the Authority Board. However, in the event of a multi-phased bid procedure the protest may be considered by the Authority Board prior to the meeting when final award is determined.

18.5 Final Action

The protester shall be notified in writing of the Authority's decision regarding the protest and/or award of the contract.

The action of the Authority is final. Subject to the provisions of Section 18.6, the protester may seek a remedy in state or federal court, as appropriate, from the final action of the Authority.

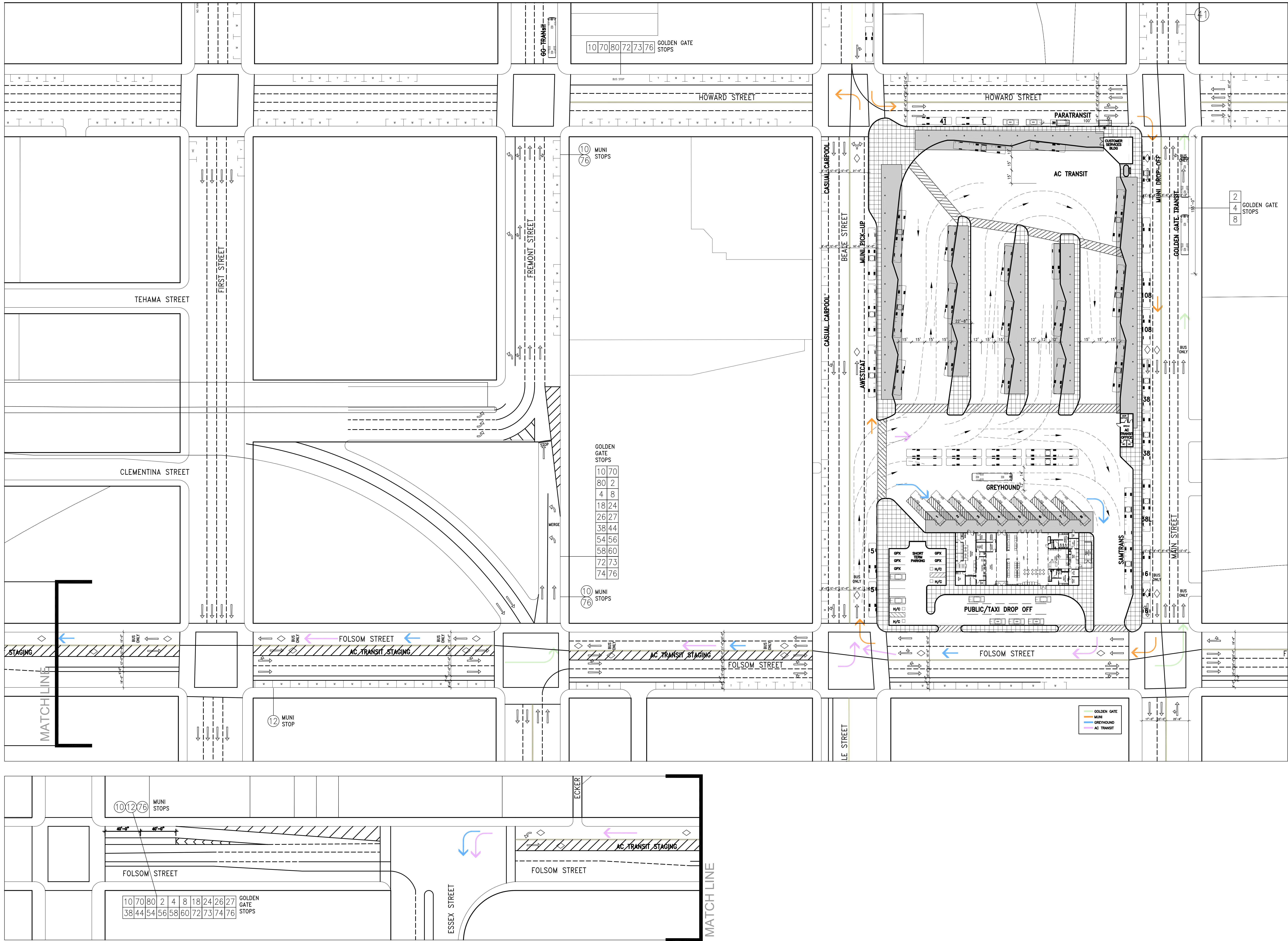
18.6 Protest to FTA

The Federal Transit Administration (FTA) may only entertain a protest that alleges that the Authority (a) failed to have written protest procedures; (b) failed to follow its written protest procedures; or (c) failed to review a complaint or protest. A protest to the FTA must be received by the cognizant FTA regional office or headquarters within five (5) working days of the date the protester knew or should have known of the violation. A protester must exhaust all administrative remedies with the Authority before pursuing a protest with FTA.

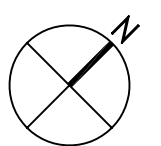
APPENDIX A

TEMPORARY TERMINAL LOCATION AND SITE PLANS


\\sl-02srv\2004\jpas\04-04046-00\E-coa\Transbay\Terminal\Temporary Bus Facilities\Sheets\AXXX - TEMPORARY BUS STATION OPTION 6.dwg Sep 16, 2006 03:57pm David Coghill



FOR INFORMATION ONLY



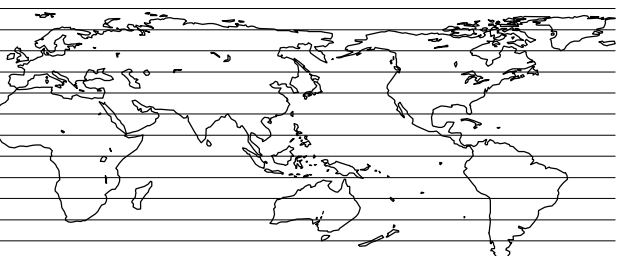
A LOCATION PLAN
1:40




Transbay Transit Center
425 Mission Street San Francisco CA 94105

Prepared for
Transbay Joint Powers Authority
201 Mission St. Ste 1960 San Francisco CA 94105

Contract No: TJPA 04-03-PMPC-000




HELLMUTH, OBATA + KASSABAUM, INC.




ARCHITECTURE, ENGINEERING, PLANNING,
INTERIORS, GRAPHICS, CONSULTING

One Bush Street, Suite 200, San Francisco, CA, 94104
Voice: | 415 | 243 - 0555
Fax: | 415 | 382 - 7763
Internet: <http://www.hok.com>

All reproduction & intellectual property rights reserved © 2005
in association with:



TRANSBAY JOINT POWERS AUTHORITY



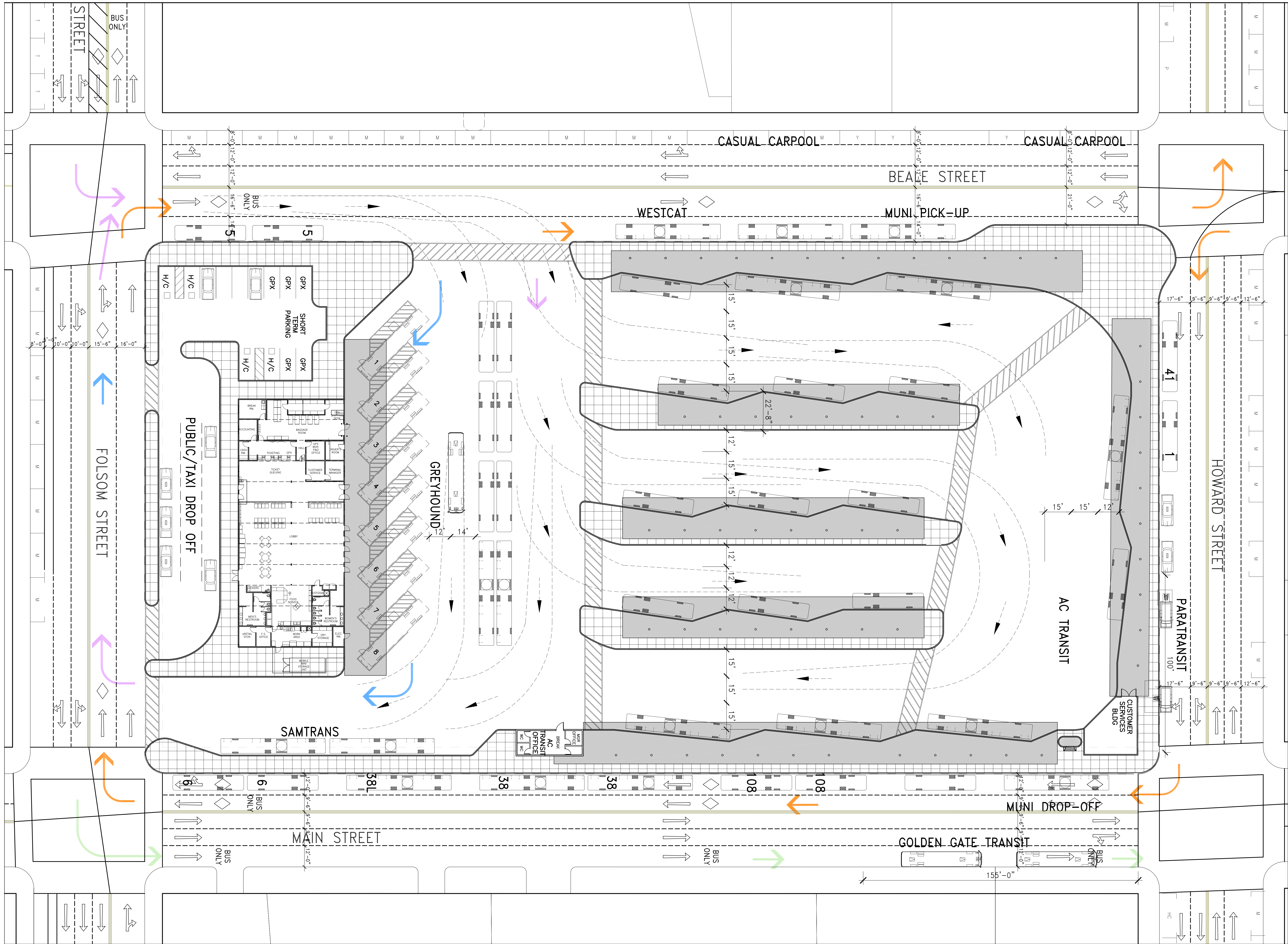
100 California Street, St. 500
San Francisco, Ca 94111
Tel: 415-777-0188
Fax: 415-777-3023

No.	Issue Description	Date
1	For Comment	07/28/06
2	Tabled at URS meeting	09/13/06

Drawn by: D.Coghill Reviewed by: D.Mulvey
Project No: 04-04046-00
AXXX - TEMPORARY BUS STATION OPTION 6.dwg

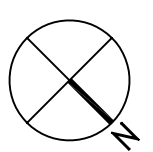
TEMPORARY TERMINAL
LOCATION PLAN

Original drawing is 30" x 42". Scale entities accordingly if reduced

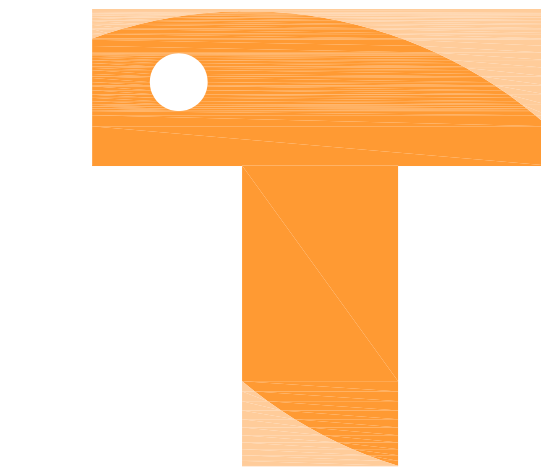


\\sl-02srv\2004\psa\04-04046-00\E-coa\Transbay\Terminal\Temporary Bus Facilities\Sheet\AXXX - TEMPORARY BUS STATION OPTION 6.dwg Sep 22, 2006 12:10pm Dand.Coghill

FOR INFORMATION ONLY



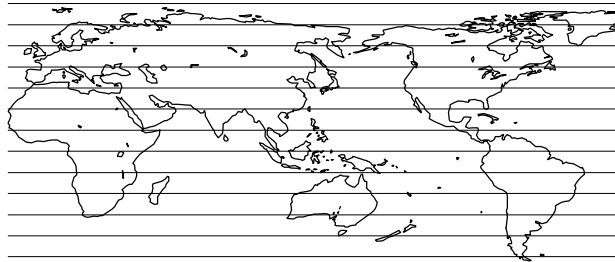
A SITE PLAN
1:20



Transbay Transit Center
425 Mission Street San Francisco CA 94105

Prepared for
Transbay Joint Powers Authority
201 Mission St. Ste 1960 San Francisco CA 94105

Contract No: TJPA 04-03-PMPC-000



HELLMUTH, OBATA + KASSABAUM, INC.



One Bush Street, Suite 200, San Francisco, CA, 94104
Voice: | 415 | 243 - 0555
Fax: | 415 | 382 - 7763
Internet: <http://www.hok.com>

All reproduction & intellectual property rights reserved © 2005
in association with:



URS
100 California Street, St. 500
San Francisco, Ca 94111
Tel: 415-777-0188
Fax: 415-777-3023

No.	Issue Description	Date
1	Issued for Comment	07/28/06
2	Amended per markup	09/05/06

Drawn by: D.Coghill Reviewed by: D.Mulvey

Project No: 04-04046-00

AXXX - TEMPORARY BUS STATION OPTION 6.dwg

TEMPORARY TERMINAL
SITE PLAN

Original drawing is 30" x 42". Scale entities accordingly if reduced

APPENDIX B

PROJECT DESIGN SCHEDULE – PHASE 1

ID	Task Name	Duration	Start	Finish	04	2005		2006		2007		2008		2009		2010		2011		2012		2013		2014		2015		2016
					2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	2
21	Temporary Terminal		6/2/06	1/28/10																								
22	Temporary Terminal Design		6/2/06	12/17/07																								
23	Temporary Terminal - Bid Package (PMPC Scope)	5 mo	6/2/06	11/17/06																								
24	Temporary Terminal A/E- Bid and Award Design	3 mo	11/20/06	2/15/07																								
25	Temp Terminal - Agency/City Coordination & Preliminary Design	5 mo	2/16/07	7/17/07																								
26	Temporary Terminal - Final Design/Bid Package/City Approvals	5 mo	7/18/07	12/17/07																								
27	Temporary Terminal Construction		6/3/08	11/23/09																								
28	Temporary Terminal - Bid and Award Construction	5 mo	6/3/08	10/30/08																								
29	Obtain Caltrans Parcels for Temporary Terminal	0 d	10/31/08	10/31/08																								
30	Temporary Terminal - Phase 1 Construction	9 mo	11/3/08	7/31/09																								
31	Temporary Terminal Phase 1 Operational	0 d	7/31/09	7/31/09																								
32	Temp Terminal - Modifications after Ramps are Demolished	3 mo	9/1/09	11/23/09																								
33	Temporary Terminal Fully Operational	0 d	11/23/09	11/23/09																								

APPENDIX C

MMRP REQUIREMENTS

MEMORANDUM OF AGREEMENT

Memorandum of Agreement

among the

**Federal Transit Administration, and
California State Historic Preservation Officer**

for the

**Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project
in San Francisco County, California**

WHEREAS, the Federal Transit Administration (FTA) has under consideration construction of a new multi-modal Terminal on the site of the present Transbay Transit Terminal, extension of the Peninsula Corridor Service (Caltrain) from its current San Francisco terminus at Fourth and Townsend Streets to a new underground terminus beneath the new Terminal, and establishment of a Redevelopment Area Plan with related development projects, including transit-oriented development on publicly-owned land in the vicinity of the new multi-modal Terminal (Undertaking) as proposed by the Transbay Joint Powers Authority (TJPA), the City and County of San Francisco (CCSF), the Peninsula Corridor Joint Powers Board (JPB), and the San Francisco Redevelopment Agency (SFRA); and

WHEREAS, on March 28, 2003, the TJPA selected a Locally Preferred Alternative (LPA) for this Undertaking that includes the West Ramp Transbay Terminal Alternative, Full Build Redevelopment Alternative; and Second-to-Main Tunneling Alternative; and

WHEREAS, FTA is the lead federal agency for this Undertaking, pursuant to the National Environmental Policy Act (NEPA) and the co-lead agencies are the CCSF, JPB, and the SFRA;

WHEREAS, the TJPA, as a Responsible Agency, intends to become the project sponsor, a grantee for federal grant receipt purposes, and the recipient to FTA assistance; and

WHEREAS, the California Department of Transportation (Department) has indicated that it will transfer title to the historic property known as the Transbay Transit Terminal, which is a component of the San Francisco – Oakland Bay Bridge (Bay Bridge), a multi-component structure that is listed on the National Register of Historic Places (NRHP), to TJPA, after receipt of satisfactory proof that FTA has issued a Record of Decision pursuant to NEPA for construction of the Undertaking, and

WHEREAS, this Undertaking will adversely affect historic properties listed or eligible for listing on the NRHP, including components of the Bay Bridge and the Second and Howard Streets Historic District, and may have effects on archaeological properties that have not yet been identified; and

WHEREAS, the Bay Bridge East Span Seismic Safety Project in San Francisco and Alameda counties is a separate undertaking from the subject Undertaking; and

WHEREAS, FTA has consulted with the California State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (ACHP) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

WHEREAS, FTA, TJPA, CCSF, JPB, SFRA have consulted with Department; the City of Oakland, the San Francisco Architectural Heritage; the San Francisco Planning & Urban Research Association (SPUR); the National Park Service (Western Regional Office); the National Trust for Historic Preservation; the American Institute of Architects Preservation Committee; San Francisco Beautiful; Transbay Citizens' Advisory Committee; the Oakland Heritage Alliance; the San Francisco Landmarks Preservation Advisory Board; and San Francisco Tomorrow, about the Undertaking and its effects on historic properties, and have taken all comments received from these parties into account; and

WHEREAS, the California Legislature has considered the importance of proceeding with the Transbay Transit Terminal project and has granted a specific exemption to State Law prohibiting the demolition of historic structures with the following language: "the Legislature hereby approves demolition of the Transbay Terminal building at First and Mission Streets in the City and County of San Francisco, including its associated ramps, for construction of a new terminal at the same location, designed to serve Caltrain in addition to local, regional, and intercity bus lines, and designed to accommodate high-speed passenger rail service." (AB 812, 2003);

NOW, THEREFORE, FTA and SHPO agree that the Undertaking will be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

I. Applicability of Stipulations

If FTA provides funding assistance or a loan guarantee for the Undertaking, FTA will ensure that the TJPA implements the following stipulations, which are applicable to the Locally Preferred Alternative (LPA).

II. Professional Standards

All activities regarding history, historic preservation, historical archaeology and prehistoric archaeology that are carried out pursuant to this Agreement will be carried out by or under the direct supervision of persons meeting, at a minimum, the Secretary of the Interior's professional qualifications standards (48 FR 44738-9) in these disciplines.

III. Mitigation of Effects on Components of the San Francisco-Oakland Bay Bridge (Bay Bridge)

A. Permanent Interpretive Exhibit at the Terminal

TJPA will direct the design and engineering team for the Undertaking to integrate into the design of the new terminal a dedicated space for a permanent interpretive exhibit. The interpretive exhibit will include at a minimum, but is not necessarily limited to: plaques or markers, a mural or other depiction of the historic terminal, and Key System, or other interpretive material.

TJPA will consult with Department regarding the availability of historical documentary materials and the potential use of salvaged items from the existing Transbay Transit Terminal for the creation of the permanent interpretive display of the history of the original Transbay Transit Terminal building and its association with the San Francisco-Oakland Bay Bridge and the potential salvaged items from the existing Terminal.

Department will assist TJPA in planning the scope and content of the proposed interpretive exhibit. In addition, TJPA will also invite the Oakland Heritage Alliance, the San Francisco Architectural Heritage, the California State Railroad Museum, and the Western Railway Museum to participate. TJPA, while retaining responsibility for the development of the exhibit, will consider, jointly with Department, the participating invitees' recommendations when finalizing the exhibit design. TJPA will produce, install, and maintain the exhibit.

TJPA will also consult with the City of Oakland about its interest in having a similar interpretive exhibit in the East Bay. If agreement is reached prior to completion of final design of the Terminal, TJPA will provide and deliver exhibit materials to a venue provided by the City of Oakland.

B. Salvage

TJPA, in consultation with Department, will identify elements of the existing Transbay Transit Terminal that are suitable for salvage and interpretive use in the exhibit in the new Terminal or in museums. Within two years of signing of this agreement, TJPA will offer these items to San Francisco Architectural Heritage, the California State Railroad Museum, Sacramento, the Western Railway Museum, the Oakland Museum, and any other interested parties. Acceptance of items by interested parties must be completed at least 90 days prior to demolition of the Transbay Transit Terminal. TJPA will remove the items selected in a manner that minimizes damage and will deliver them with legal title to the recipient. Items not accepted for salvage or interpretive use will receive no further consideration under this agreement.

C. Oakland Museum of California Exhibit

TJPA will consult with Department and the Oakland Museum about contributing to Department's exhibit at the Oakland Museum relating to the history and engineering of the major historic state bridges of the San Francisco Bay Area. TJPA will propose contributions to such an exhibit that may include an interpretive video including the history of the Transbay Transit Terminal and the Key System. Components to such an exhibit may include photographs, drawings, videotape, models, oral histories, and salvaged components from the terminal. In addition, TJPA will assist the Museum by contributing to the cost of preparing and presenting the exhibit, interpretive video, as well as the costs of an exhibit catalog or related museum publication in conjunction with the exhibit, in a manner and to the extent agreed upon by TJPA, Department, and the Oakland Museum of California if consultation results in agreement between TJPA and Oakland Museum prior to demolition of the existing Transbay Transit Terminal. TJPA has established a maximum budget of \$50,000.00 for the Oakland Museum of California exhibit and the interpretive video.

D. Documentation

Prior to the start of any work that would have an adverse effect on historic properties, TJPA will consult with the California SHPO, to ensure that the Transbay Transit Terminal has been adequately recorded by past efforts. Collectively, these past studies, which include Department's past recordation of a series of remodeling and seismic retrofit projects that have occurred since 1993, may adequately document the building, making Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) documentation unnecessary. In addition, TJPA, assisted by Department, will seek to obtain the original drawings of the Transbay Transit Terminal by the architect Timothy Pflueger. If the drawings cannot be copied and included in the documentation, then TJPA will consult with SHPO regarding recordation level and specifications for completing additional documentation. When the SHPO finds the documentation to be adequate, then TJPA will compile this documentation into a comprehensive record. All

documentation will be submitted to SHPO and Department Headquarters Library with a xerographic copy to the Department District 4 Office. TJPA will contact the following repositories to inquire if they would like to receive a xerographic copy of the documentation: History Center at the San Francisco Public Library, San Francisco Architectural Heritage, the Oakland History Room of the Oakland Public Library, the Oakland Museum of California, and the Western Railway Museum. TJPA will ensure that these records are accepted by SHPO prior to demolition of the Transbay Transit Terminal.

E. Reevaluation of the Bay Bridge

Within 180 days after FTA determines that the Undertaking has been completed, TJPA, in consultation with FTA and SHPO, will re-evaluate the Bay Bridge, a property listed on the NRHP, and determine whether the National Register nomination should be amended or whether the bridge no longer qualifies for listing and should be removed from the National Register. As appropriate, TJPA will prepare and submit to the FTA and SHPO either an amended nomination or petition for removal, to be processed according to the procedures set forth in 36 CFR Part 60(60.14 and 60.15).

IV. Mitigation of Effects on Second and Howard Streets Historic District and Protective Measures for Rincon Point/South Beach Historic Warehouse Industrial District

A. Protective Measures

TJPA, in consultation with the owners of historic properties immediately adjoining the construction sites, will develop and implement measures to protect the contributing elements of the Second and Howard Streets Historic District and the Rincon Point/South Beach Historic Warehouse Industrial District from damage by any aspect of the Undertaking. Such measures will include, but are not necessarily limited to those identified in Appendix A to this Agreement.

B. HABS/HAER Documentation

Prior to the start of any work that would have an adverse effect on historic properties, TJPA will ensure that the three historic properties that will be demolished are recorded in accordance with HABS/HAER standards, as appropriate. These buildings are:

- 191 2nd Street, (APN: 3721-022),
- 580-586 Howard Street, (APN: 3721-092 through 3721-106), and
- 165-173 2nd Street, (APN: 3721-025).

TJPA will contact the HABS/HAER branch of the NPS to obtain guidance regarding the level of recordation and specifications for completing the documentation. All documentation will be submitted to SHPO, with xerographic copies to the History Center at the San Francisco Public Library, San Francisco Architectural Heritage, and the Oakland History Room of the Oakland Public Library. TJPA will ensure that these HABS/HAER records are accepted by NPS prior to carrying out any other treatment.

C. Repair of Inadvertent Damage

TJPA will ensure that any damage to contributing elements of the Second and Howard Streets Historic District and the Rincon Point/South Beach Historic Warehouse Industrial District resulting from the Undertaking will be repaired in accordance with the Secretary of the Interior's Standards for Rehabilitation. The condition of the contributing properties will be photographed prior to the

start of the Undertaking to establish the baseline condition for assessing damage. To record these existing conditions, TJPA will consult with property owner(s) about the appropriate level of photographic documentation of building interiors and exteriors. A copy of this photographic documentation will be provided to the property owner(s), and will be retained on file by TJPA. If repair of inadvertent damage is necessary, TJPA will submit plans to the SHPO for review and comment to ensure conformance with the Secretary of the Interior's Standards for Rehabilitation.

D. Reevaluation of the Second and Howard Streets Historic District

Within 180 days after FTA determines that the Undertaking has been completed, TJPA, in consultation with FTA and SHPO, will re-evaluate the Second and Howard Streets Historic District and determine whether the National Register nomination should be amended or whether the district no longer qualifies for listing and should be removed from the National Register. As appropriate, TJPA will prepare and submit to the FTA and SHPO either an amended nomination or petition for removal, to be processed according to the procedures set forth in 36 CFR Part 60(60.14 and 60.15).

V. Mitigation of Effects on Archaeological Properties and Development and Implementation of a Treatment Plan for Archaeological Resources

TJPA or its consultants will carry out, in consultation with the JPB and CCSF, the following activities regarding mitigation of potential archaeological resource impacts.

A. Research Design/Treatment plan development

The TJPA will have a comprehensive Research Design/Treatment Plan for archeological resources prepared by a qualified consultant. The Research Design/Treatment Plan will be consistent with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 FR 44734-37) and take into account the ACHP publication, Treatment of Archaeological Properties: A Handbook (ACHP 1980), and SHPO guidelines.

B. Research Design/Treatment Plan Specifics

The Research Design/Treatment Plan will include, at a minimum:

- i An Historical Context for the Area of Potential Effects for Archaeological Resources (APEAR). The Historical Context will present prehistoric and historic-era overviews of the project area. The Historical Context should incorporate data developed in the Archaeological Research Design and Treatment Plan for SF-480 Terminal Separation Rebuild (Praetzellis and Praetzellis, 1993) and the San Francisco-Oakland Bay Bridge, West Approach Replacement: Archaeological Research Design and Treatment Plan (Ziesing, 2000) for the portions of the APEAR within the scope of these documents.
- ii A Research Context for the APEAR. The Research Context will identify expected archeological property types and develop research themes, questions, and data needs. To the extent applicable to expected property types, the Research Context will incorporate the research framework developed in the Revised Historical Archaeology Research Design for the Central Freeway Replacement Project (Thad M. Van Bueren, Mary Praetzellis, Adrian Praetzellis, Frank Lortie, Brian Ramos, Meg Scantlebury and Judy D. Tordoff).)

iii Testing/Data Recovery Plan that will specify, at minimum:

- The properties or portion of properties where evaluation and/or data recovery are to be carried out;
- The properties, if any, that will be affected by the Undertaking but for which no data recovery will be carried out;
- The manner in which inadvertent discoveries will be treated;
- The methods to be used for data recovery, with an explanation of their relevance to the research questions/themes;
- The methods to be used in cataloguing, analysis, data management, and dissemination of data;
- The proposed disposition of recovered materials and records, including discard and deaccession;
- The manner in which any human remains and associated/unassociated funerary objects, including those of Native American or Native Hawaiian origin, will be treated;
- The security procedures to be undertaken to protect the archeological testing/data recovery site from vandalism, theft, or unintended damage;
- The final report summarizing, describing and interpreting the results of testing/data recovery;
- The measures to be undertaken to ensure curation of recovered data determined to have appropriate research potential.
- Research Design/Treatment Plan Review

TJPA will submit the Research Design/Treatment Plan to all parties to this Agreement for a thirty (30) calendar day review following receipt of the Plan. If any party fails to submit their comments within thirty (30) days, TJPA may assume that party's concurrence with the Research Design/Treatment Plan. TJPA will take any review comments into account, revise the Research Design/Treatment Plan accordingly, and will notify any party whose comments were not incorporated into the Plan.

C. Notification

TJPA will promptly notify the SHPO, FTA, and Department as appropriate, if any properties are found that meet the conditions for eligibility for inclusion in the NRHP.

D. Report Standards and Dissemination

TJPA will ensure that all reports from implementation of the Research Design/Treatment Plan meet contemporary professional standards and the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 FR 44734-37). Copies of all final reports will be provided to the SHPO, the Northwest Information Center at Sonoma State University, the Federal Transit Administration, Department, and the Environmental Review Officer of the CCSF.

E. Confidentiality

The signatories to this Agreement acknowledge that historic properties covered by this Agreement are subject to the provisions of § 304 of the National Historic Preservation Act of 1966 and § 6254.10 of the California Government Code (Public Records Act), relating to the disclosure of archeological site information and, having so acknowledged, will ensure that all actions and documentation prescribed by this Agreement are consistent with § 304 of the National Historic Preservation Act of 1966 and § 6254.10 of the California Government Code.

VI. Annual Report

TJPA will prepare an annual report describing the status of its efforts to comply with the mitigation measures set forth in Stipulations III through V of this Agreement. The annual report will be prepared following the end of the each fiscal year (July 1 to June 30) and will be distributed by TJPA to all of the signatories to this Agreement by July 30 of each year, until TJPA determines that the applicable mitigation measures set forth in Stipulations III through V inclusive, of this Agreement have been completed.

VII. Amendments, Legal Compliance, Termination, and New Agreement

A. Amendments

If any signatory to this Agreement determines that an amendment to its terms should be made, the signatory will immediately consult with the other signatories to this Agreement pursuant to 36 CFR 800.6 (c)(7). This Agreement may be amended only upon written concurrence of all signatory parties.

B. Legal Compliance

All signatories to this agreement shall comply with all applicable laws and regulations of the State of California and the United States.

C. Termination

If the signatory parties to this Agreement do not reach consensus on amendment(s) as provided for in this stipulation, FTA and SHPO may terminate it. The party terminating the Agreement will in writing provide all other signatories with an explanation of the reasons for termination. If the Agreement is not amended or terminated, the Agreement will remain in effect as originally executed, and FTA will notify the other signatories that the attempt to reach consensus on amendment(s) was unsuccessful.

D. Action Following Termination

If this Agreement is terminated by FTA or SHPO for any reason, and FTA determines that the Undertaking will proceed, FTA will execute a new Memorandum of Agreement with the signatories under 36 CFR 800.6.

VIII. Dispute Resolution

Should any signatory to this Agreement object to the manner in which the terms of this Agreement are implemented, or to any documentation prepared in accordance with and subject to the terms of this Agreement, FTA will consult further with the objecting party to resolve the objection. If FTA determines within fourteen (14) days of receipt that such objection cannot be resolved, FTA will forward all documentation relevant to the dispute to the ACHP, including FTA's proposed response to the objection. Within thirty (30) days after receipt of all pertinent documentation, the ACHP will:

- Advise FTA that it concurs in FTA's proposed response, whereupon FTA will respond to the objection accordingly; or
- Provide FTA with recommendations which FTA will take into account in reaching a final decision regarding the dispute.

Any ACHP comment provided in response to FTA's request will be taken into account by FTA with reference only to the subject of the dispute. The signatories' responsibilities to carry out all actions under this Agreement that are not the subject of the dispute will remain unchanged. FTA may authorize TJPA to implement that portion of the Agreement which is subject to dispute after receiving and taking into account, any ACHP comments issued in accordance with this stipulation. FTA's decision regarding resolution of the dispute will be final.

If the ACHP fails to comment within the time period specified in this stipulation, FTA may authorize TJPA to implement that portion of the Agreement which is subject to dispute in accordance with FTA's proposed response to the objection as submitted to the ACHP, and after taking into account any SHPO or ACHP comments. FTA's decision regarding resolution of the dispute will be final.

IX. Public Objections

If any member of the public objects to the manner in which the provisions of this Agreement are implemented, FTA shall immediately notify the other parties in writing of the objection and take the objection into account. FTA shall consult with the objecting party and, if the objecting party so requests, with any or all of the other signatories, for no more than thirty (30) calendar days. Within fourteen (14) calendar days following closure of the consultation period, FTA will render a decision regarding the objection and notify all parties of this decision in writing. In reaching a decision, FTA will take comments from all parties into account. No provision of this stipulation will preclude FTA from continuing to implement any provision of the Agreement that is subject to public objection.

X. Duration

A. Reconsideration

If FTA determines that construction of the Undertaking has not been initiated within ten years following execution of this Agreement, the signatories shall consult to reconsider its terms. Reconsideration may include continuation of the Agreement as originally executed, amendment, or termination in accordance with Stipulation VII.

B. Terms Fulfilled

This Agreement will be in effect through FTA's implementation of the Undertaking, and will terminate and have no further force or effect when FTA, in consultation with the other signatories, determines that the terms of this Agreement have been fulfilled in a satisfactory manner. FTA will provide that other signatories with written notice of its determination and of termination of this Agreement.

Execution and implementation of this Agreement is evidence that FTA has afforded the ACHP a reasonable opportunity to comment on the Undertaking and the effect of the Undertaking on historic properties, and have themselves taken into account the effect of the Undertaking on historic properties.

1
2
3 **Federal Transit Administration**
4

5
6 By: _____ Date: _____
7 Title: _____
8
9

10
11 **California State Historic Preservation Officer**
12

13
14 By: _____ Date: _____
15 Title: _____
16
17

18 **Invited Concurring Parties:**
19

20
21 **Transbay Joint Powers Authority**
22

23
24 By: _____ Date: _____
25 Title: _____
26
27

28
29 **City and County of San Francisco**
30

31
32 By: _____ Date: _____
33 Title: _____
34
35

36
37 **Peninsula Corridor Joint Powers Board**
38

39
40 By: _____ Date: _____
41 Title: _____
42
43

44
45 **California Department of Transportation**
46

47
48 By: _____ Date: _____
49 Title: _____
50
51
52
53

Appendix A: Protective Measures:

Following are mitigation measures to be implemented to protect properties eligible for on in the National Register of Historic Places. The measures described would be implemented by a combination of construction contract specifications, drawings, and provisions, as well as public affairs programs. TJPA and JPB staff would be assigned to work directly with the public to provide project information and to resolve construction-related problems. The TJPA and JPB will work with community residents, elected officials, local businesses, and community organizations to tailor the mitigation program to best meet community needs. Contractors will be monitored to assure that mitigation measures are met.

I. Preconstruction Activities

- **Undertake building data survey.** A pre-construction structural survey would be completed to determine the integrity of existing buildings adjacent to and over the proposed extension. This survey would be used to finalize detailed construction techniques along the alignment and as the baseline for monitoring construction impacts during and following construction. During construction, the TJPA and JPB would monitor adjacent buildings for movement and, if movement is detected, take immediate action to control the movement.
- **Complete detailed geotechnical investigation.** During final design, additional sampling (drilling and core samples) and analyses of subsurface soil/rock conditions would be used to detail and finalize the excavation and its support system to be used in the retained cut, cut-and-cover and tunnel portions of the extension. Current data, including subsurface sampling conducted in 1995 and 1996 for the 1997 Caltrain DEIS/DEIR have been used to identify the proposed construction techniques presented in the following sections, which form the basis for the impact analysis that follows in Section 5.21.

II. General Construction Measures

- **Provide signage.** The TJPA and JPB would work with establishments affected by construction activities. Appropriate signage would be developed and displayed to direct both pedestrian and vehicular traffic to businesses via alternate routes.
- **Install level deck.** Decking at the under-street cut-and-cover sections would be installed flush with the existing street or sidewalk levels.
- **Provide for efficient sidewalk design and maintenance.** Wherever feasible, sidewalks would be maintained at the existing width during construction. Where a sidewalk must be temporarily narrowed during construction (e.g., deck installation), it would be restored to its original width during the majority of construction period. In some places this may require placing the temporary sidewalk actually on the deck. Each sidewalk design should be of good quality and approved by the Resident Engineer prior to construction. Handicapped access would be maintained during construction where feasible.

III. Soils/Geology

- **Underpin existing buildings, where deemed necessary, to protect existing structures from potential damage that could result from excessive ground movements during construction.** The design of the tunneling and the excavation procedures (and construction sequence), and the design of the temporary support system will be developed with the objective of controlling ground deformations within small enough levels to avoid damage to adjacent structures.

1 Where the risk of damage to adjacent structures is too great, special measures may be implemented
2 such as: (1) underpinning, (2) ground improvement, and/or (3) strengthening of existing structures
3 to mitigate the risks.
4

5 The cut-and-cover alignment passes near settlement-sensitive structures in the vicinity of the
6 intersection of Second and Townsend streets, including buildings in the Rincon Point / South Beach
7 Historic Warehouse – Industrial District (i.e., 166-178, 180, , and 350-360 Townsend Street).
8

9 The tunnel alignment passes under a number of old and settlement-sensitive structures in the
10 vicinity of the intersection of Second and Townsend streets, including buildings in the Rincon Point /
11 South Beach Historic Warehouse – Industrial District (i.e., 130, 136, 144-146, 148-154, and 162-164
12 “Townsend Street; 634, 640, 650, and 670-680 Second Street; and 301-321 Brannan Street).
13

14 Even though the tunnel will be excavated using the stacked drift method, and even though the
15 tunnel will be excavated in the Franciscan Rock formation, the risk of potential adverse impacts of
16 tunneling on the existing buildings must be assessed, because the rock cover over the tunnel is
17 rather shallow.
18

19 As part of the initial studies performed in 1996, preliminary plans were developed to
20 protect/strengthen existing structures to mitigate the risk of adverse impacts of tunneling on existing
21 structures. Underpinning, if it is deemed necessary, is one of the options for mitigating adverse
22 effects of tunneling on the existing buildings. Underpinning involves modification of the foundations
23 of the building so that the superstructure loads can be transferred beyond the zone of influence of
24 tunneling. Underpinning may include internal strengthening of the superstructure, bracing,
25 reinforcing the existing foundations, or replacing the existing foundations with deep foundations that
26 are embedded outside the zone of influence of tunneling.
27

28 Other alternatives, in lieu of underpinning, involve strengthening of the rock between the building
29 and the crown of the tunnel. Grouting in combination with inclined pin piles can be used not only to
30 strengthen the rock but to make the rock mass over the tunnel act as a rigid beam, which would
31 allow construction of the tunnels with no adverse effects on the buildings that are supported on
32 shallow foundations over the tunnel.
33

34 Preliminary plans for underpinning have been developed that allow cost estimates to be made for
35 underpinning. During the detailed design phase of the Project, underpinning plans will be developed
36 specific to each of the buildings that may require it. It is not necessary at this stage of the Project
37 to develop detailed underpinning plans.
38

39 These issues will be addressed on a case by case basis, along the alignment, during the detailed
40 design phase of the Project. The methodology that is proposed for the Caltrain Downtown
41 Extension, i.e. to design the support system to control ground deformations within tolerances, and
42 selectivity strengthen structures that may be too weak to resist even small deformations, was
43 successfully used for the Muni Metro Turnback project, and should be effective for the Caltrain
44 Downtown Extension Project as well.
45

- 46 • Assure proper design and construction of pile supported foundations for structures to control
47 potential settlement of the surface. Stability of excavations resultant impacts on adjacent structures
48 can be controlled within tolerable limits by proper design and implementation of the excavation
49 shoring systems.
50

1 **IV. Air Emissions**

- 2
- 3 • Upon completion of the construction phase, buildings with visible signs of dirt and debris from the
- 4 construction site shall be power washed and/or painted (given that permission is obtained from the
- 5 property owner to gain access to and wash the property with no fee charged by the owner).
- 6

7 **V. Vibration**

- 8
- 9 • **Limit or prohibit use of construction techniques that create high vibration levels.** At a
- 10 minimum, processes such as pile driving would be prohibited at distances less than 250 feet from
- 11 residences.
- 12
- 13 • **Restrict procedures that contractors can use in vibration sensitive areas.** It is often
- 14 possible to employ alternative techniques that create lower vibration levels. For example,
- 15 unrestricted pile driving is one activity that has considerable potential for causing annoying vibration.
- 16 Using the cast-in-drilled-hole piling method instead will eliminate most potential for vibration impact
- 17 from the piling.
- 18
- 19 • Require vibration monitoring during vibration intensive activities.
- 20
- 21 • Restrict the hours of vibration intensive activities such as pile driving to weekdays during daytime
- 22 hours.
- 23
- 24 • Investigate alternative construction methods and practices to reduce the impacts in coordination
- 25 with the construction contractor if resident annoyance from vibration becomes a problem.
- 26
- 27 • Include specific limits, practices and monitoring and reporting procedures for the use of controlled
- 28 detonation. Controlled detonation may be required during tunnel construction through rock for both
- 29 the cut-and-cover and stacked-drift construction methods, subject to additional geotechnical
- 30 investigations and other considerations that would be determined during the final design and
- 31 construction phases of the project. Any use of controlled detonation would be closely controlled and
- 32 monitored to avoid damage to existing structures. Specific limits, practices, and monitoring and
- 33 reporting procedures would be included within the contract documents to ensure that such
- 34 construction methods, if used, would not exceed safety criteria.
- 35
- 36 • **Use high-resilience track fasteners or a resiliently supported tie system** for the Caltrain
- 37 downtown extension for areas projected to exceed vibration criteria.
- 38
- 39

TEMPORARY TERMINAL

Item Number	Mitigation Measure Code	Mitigation Measure Description	Mitigation Schedule	Responsibility	Action	MonitoringAction
1	AC 01	Assure that, as part of the contract provisions, the project contractor is required to implement the measures below at all project construction sites.	During development of contract documents Include requirement in contract documents [Note: Not identified in MMRP]	Temporary Terminal A/E	Include mitigation measure requirements AC 2 through AC 15 in specs	Confirm info included in specs
2	AC 16	The following diesel construction equipment mitigation measures shall be included in all Project construction contracts: Equipment: 1 Use of ultra-low sulfur fuel (ULSF) (£15 ppm) unless the incremental cost exceeds \$0.20 per gallon; 2. An idling time of 5 minutes per hour; 3. Tuning all equipment to manufacturers' specifications at the manufacturers' recommended frequency; 4. Prohibition of any tampering with engines and continuing adherence to manufacturers' recommendations. Work Limitations: 1 Use of no more than two major pieces of diesel equipment simultaneously near or upwind of sensitive receptors such as residences and schools; 2. Notification to all schools within 1,000 feet of construction sites regarding outdoor activities during the construction period and recommending use of air conditioners to minimize indoor air pollution. Administrative: 1. Retention of receipts of ULSF purchase and equipment tuning and repair and making these available to FTA or its designee upon request. 2. The TJPAS Supervising Engineer shall conduct spot checks for compliance with these measures.	Include requirements in contract documents and monitor construction activities to ensure compliance During construction	Temporary Terminal A/E	(1 of 2) Require documentation of implementation of Equipment #1, #3, and #4; Work Limitations #2; Administrative #1	Confirm documentation is in place and adequate Monitor construction activities to ensure compliance
3	AC 16	The following diesel construction equipment mitigation measures shall be included in all Project construction contracts: Equipment 1 Use of ultra-low sulfur fuel (ULSF) (£15 ppm) unless the incremental cost exceeds \$0.20 per gallon; 2. An idling time of 5 minutes per hour; 3. Tuning all equipment to manufacturers' specifications at the manufacturers' recommended frequency; 4. Prohibition of any tampering with engines and continuing adherence to manufacturers' recommendations. Work Limitations 1 Use of no more than two major pieces of diesel equipment simultaneously near or upwind of sensitive receptors such as residences and schools; 2. Notification to all schools within 1,000 feet of construction sites regarding outdoor activities during the construction period and recommending use of air conditioners to minimize indoor air pollution. Administrative 1. Retention of receipts of ULSF purchase and equipment tuning and repair and making these available to FTA or its designee upon request. 2. The TJPAS Supervising Engineer shall conduct spot checks for compliance with these measures.	Include requirements in contract documents and monitor construction activities to ensure compliance During construction	Temporary Terminal A/E	(2 of 2) Perform spot checks during construction for Equipment #2; Work Limitation #1	Confirm documentation is in place and adequate Monitor construction activities to ensure compliance
4	AC 16	The following diesel construction equipment mitigation measures shall be included in all Project construction contracts: Equipment 1 Use of ultra-low sulfur fuel (ULSF) (£15 ppm) unless the incremental cost exceeds \$0.20 per gallon; 2. An idling time of 5 minutes per hour; 3. Tuning all equipment to manufacturers' specifications at the manufacturers' recommended frequency; 4. Prohibition of any tampering with engines and continuing adherence to manufacturers' recommendations. Work Limitations 1 Use of no more than two major pieces of diesel equipment simultaneously near or upwind of sensitive receptors such as residences and schools; 2. Notification to all schools within 1,000 feet of construction sites regarding outdoor activities during the construction period and recommending use of air conditioners to minimize indoor air pollution. Administrative 1. Retention of receipts of ULSF purchase and equipment tuning and repair and making these available to FTA or its designee upon request. 2. The TJPAS Supervising Engineer shall conduct spot checks for compliance with these measures.	Include requirements in contract documents and monitor construction activities to ensure compliance During construction	Temporary Terminal A/E	Include specified mitigation in specifications	Confirm info in specs

Item Number	Mitigation Measure Code	Mitigation Measure Description	Mitigation Schedule	Responsibility	Action	MonitoringAction
5	CH 01	Comply with the provision of the signed Memorandum of Agreement (MOA) between the Federal Transit Administration, the State Historic Preservation Officer, and the TJPA.	During preliminary engineering, final design and construction TJPA will assure compliance with MOA provisions during preliminary engineering, final design and construction, as described below.	Temporary Terminal A/E, in coordination w/ PMPC	Incorporate requirements of MOA and MMRR into design and specs	Confirm Temporary Terminal A/E has provided MOA and MMRR requirements to relevant contractors Confirm required info included in specs
6	CH 01	Comply with the provision of the signed Memorandum of Agreement (MOA) between the Federal Transit Administration, the State Historic Preservation Officer, and the TJPA.	During preliminary engineering, final design and construction TJPA will assure compliance with MOA provisions during preliminary engineering, final design and construction, as described below.	Temporary Terminal A/E, in coordination w/ PMPC	Incorporate requirements of MOA and MMRR into design and specs	Confirm Temporary Terminal A/E has provided MOA and MMRR requirements to relevant contractors Confirm required info included in specs
7	CH 01	Comply with the provision of the signed Memorandum of Agreement (MOA) between the Federal Transit Administration, the State Historic Preservation Officer, and the TJPA.	During preliminary engineering, final design and construction TJPA will assure compliance with MOA provisions during preliminary engineering, final design and construction, as described below.	Temporary Terminal A/E, in coordination w/ PMPC	Incorporate requirements of MOA and MMRR into design and specs	Confirm Temporary Terminal A/E has provided MOA and MMRR requirements to relevant contractors Confirm required info included in specs
8	CH 02	Assure supervision of all activities regarding historic preservation, historical archaeology and prehistoric archaeology is carried out by professionals meeting Secretary of the Interior's professional qualifications standards (48 FR 44738-9).	During preliminary engineering, final design and construction Prior to initiation of design and construction activities, TJPA will require submission of and review qualifications of professionals performing the MOA activities to assure that Secretary of Interior standards are met	Temporary Terminal A/E in coordination w/DTX Engineering Consultant	Require relevant contractors to submit, and review, qualification of professionals performing the MOA activities to assure that Secretary of Interior standards (48 FR 44738-9) are met	Confirm Temporary Terminal A/E has obtained résumés or other written documentation from relevant contractors confirming that personnel responsible for carrying out all activities regarding historic preservation, historical, and prehistoric archaeology meet the Secretary of the Interior's professional qualifications standards (48 FR 44738-9) Confirm info included in specs or contract
9	CH 02	Assure supervision of all activities regarding historic preservation, historical archaeology and prehistoric archaeology is carried out by professionals meeting Secretary of the Interior's professional qualifications standards (48 FR 44738-9).	During preliminary engineering, final design and construction Prior to initiation of design and construction activities, TJPA will require submission of and review qualifications of professionals performing the MOA activities to assure that Secretary of Interior standards are met.	Temporary Terminal A/E in coordination w/DTX Engineering Consultant	Require relevant contractors to submit, and review, qualification of professionals performing the MOA activities to assure that Secretary of Interior standards (48 FR 44738-9) are met	Confirm Temporary Terminal A/E has obtained résumés or other written documentation from relevant contractors confirming that personnel responsible for carrying out all activities regarding historic preservation, historical, and prehistoric archaeology meet the Secretary of the Interior's professional qualifications standards (48 FR 44738-9) Confirm info included in specs or contract
10	CH 02	Assure supervision of all activities regarding historic preservation, historical archaeology and prehistoric archaeology is carried out by professionals meeting Secretary of the Interior's professional qualifications standards (48 FR 44738-9).	During preliminary engineering, final design and construction Prior to initiation of design and construction activities, TJPA will require submission of and review qualifications of professionals performing the MOA activities to assure that Secretary of Interior standards are met.	Temporary Terminal A/E in coordination w/DTX Engineering Consultant	Require relevant contractors to submit, and review, qualification of professionals performing the MOA activities to assure that Secretary of Interior standards (48 FR 44738-9) are met	Confirm Temporary Terminal A/E has obtained résumés or other written documentation from relevant contractors confirming that personnel responsible for carrying out all activities regarding historic preservation, historical, and prehistoric archaeology meet the Secretary of the Interior's professional qualifications standards (48 FR 44738-9) Confirm info included in specs or contract
11	CH 02	Assure supervision of all activities regarding historic preservation, historical archaeology and prehistoric archaeology is carried out by professionals meeting Secretary of the Interior's professional qualifications standards (48 FR 44738-9).	During preliminary engineering, final design and construction Prior to initiation of design and construction activities, TJPA will require submission of and review qualifications of professionals performing the MOA activities to assure that Secretary of Interior standards are met.	Temporary Terminal A/E in coordination w/DTX Engineering Consultant	Require relevant contractors to submit, and review, qualification of professionals performing the MOA activities to assure that Secretary of Interior standards (48 FR 44738-9) are met	Confirm Temporary Terminal A/E has obtained résumés or other written documentation from relevant contractors confirming that personnel responsible for carrying out all activities regarding historic preservation, historical, and prehistoric archaeology meet the Secretary of the Interior's professional qualifications standards (48 FR 44738-9) Confirm info included in specs or contract
12	CH 02	Assure supervision of all activities regarding historic preservation, historical archaeology and prehistoric archaeology is carried out by professionals meeting Secretary of the Interior's professional qualifications standards (48 FR 44738-9).	During preliminary engineering, final design and construction Prior to initiation of design and construction activities, TJPA will require submission of and review qualifications of professionals performing the MOA activities to assure that Secretary of Interior standards are met.	Temporary Terminal A/E in coordination w/DTX Engineering Consultant	Require relevant contractors to submit, and review, qualification of professionals performing the MOA activities to assure that Secretary of Interior standards (48 FR 44738-9) are met	Confirm Temporary Terminal A/E has obtained résumés or other written documentation from relevant contractors confirming that personnel responsible for carrying out all activities regarding historic preservation, historical, and prehistoric archaeology meet the Secretary of the Interior's professional qualifications standards (48 FR 44738-9) Confirm info included in specs or contract

Item Number	Mitigation Measure Code	Mitigation Measure Description	Mitigation Schedule	Responsibility	Action	MonitoringAction
13	CH 02	Assure supervision of all activities regarding historic preservation, historical archaeology and prehistoric archaeology is carried out by professionals meeting Secretary of the Interior's professional qualifications standards (48 FR 44738-9).	During preliminary engineering, final design and construction Prior to initiation of design and construction activities, TJPA will require submission of and review qualifications of professionals performing the MOA activities to assure that Secretary of Interior standards are met.	Temporary Terminal A/E in coordination w/DTX Engineering Consultant	Require relevant contractors to submit, and review, qualification of professionals performing the MOA activities to assure that Secretary of Interior standards (48 FR 44738-9) are met	Confirm Temporary Terminal A/E has obtained résumés or other written documentation from relevant contractors confirming that personnel responsible for carrying out all activities regarding historic preservation, historical, and prehistoric archaeology meet the Secretary of the Interior's professional qualifications standards (48 FR 44738-9) Confirm info included in specs or contract
14	CH 02	Assure supervision of all activities regarding historic preservation, historical archaeology and prehistoric archaeology is carried out by professionals meeting Secretary of the Interior's professional qualifications standards (48 FR 44738-9).	During preliminary engineering, final design and construction Prior to initiation of design and construction activities, TJPA will require submission of and review qualifications of professionals performing the MOA activities to assure that Secretary of Interior standards are met	Temporary Terminal A/E in coordination w/DTX Engineering Consultant	Require relevant contractors to submit, and review, qualification of professionals performing the MOA activities to assure that Secretary of Interior standards (48 FR 44738-9) are met.	Confirm Temporary Terminal A/E has obtained résumés or other written documentation from relevant contractors confirming that personnel responsible for carrying out all activities regarding historic preservation, historical, and prehistoric archaeology meet the Secretary of the Interior's professional qualifications standards (48 FR 44738-9) Confirm info included in specs or contract
15	GC 03	Install level deck. Install decking at the cut-and-cover sections to be flush with the existing street or sidewalk levels.	During construction TJPA to design flush decking during preliminary and final design, include in construction documents and insure installation during construction.	Temporary Terminal A/E	Design level deck at cut and cover sections	Confirm level deck included in design
16	GC 03	Install level deck. Install decking at the cut-and-cover sections to be flush with the existing street or sidewalk levels.	During construction TJPA to design flush decking during preliminary and final design, include in construction documents and insure installation during construction.	Temporary Terminal A/E	Include requirements in specs	Confirm info included in specs
17	GC 04	Provide for efficient sidewalk design and maintenance. Wherever feasible, maintain sidewalks at the existing width during construction. Where a sidewalk must be temporarily narrowed during construction (e.g., deck installation), restore it to its original width during the majority of construction period. (In some places this may require placing the temporary sidewalk on the deck.) Each sidewalk design should be of good quality and approved by the Resident Engineer prior to construction. Handicapped access will be maintained during construction where feasible.	During preliminary engineering and construction TJPA to work with CCSF DPW on design of sidewalk plans during preliminary and final design and insure installation during construction.	Temporary Terminal A/E	(1 of 2) Design sidewalk plans as specified in scope documents	Confirm info in design Confirm coordination/approval CCSF DPW
18	GC 04	Provide for efficient sidewalk design and maintenance. Wherever feasible, maintain sidewalks at the existing width during construction. Where a sidewalk must be temporarily narrowed during construction (e.g., deck installation), restore it to its original width during the majority of construction period. (In some places this may require placing the temporary sidewalk on the deck.) Each sidewalk design should be of good quality and approved by the Resident Engineer prior to construction. Handicapped access will be maintained during construction where feasible.	During preliminary engineering and construction TJPA to work with CCSF DPW on design of sidewalk plans during preliminary and final design and insure installation during construction.	Temporary Terminal A/E	(2 of 2) Obtain SF Planning Dept. approval	Confirm info in design Confirm coordination/approval CCSF DPW
19	GC 04	Provide for efficient sidewalk design and maintenance. Wherever feasible, maintain sidewalks at the existing width during construction. Where a sidewalk must be temporarily narrowed during construction (e.g., deck installation), restore it to its original width during the majority of construction period. (In some places this may require placing the temporary sidewalk on the deck.) Each sidewalk design should be of good quality and approved by the Resident Engineer prior to construction. Handicapped access will be maintained during construction where feasible.	During preliminary engineering and construction TJPA to work with CCSF DPW on design of sidewalk plans during preliminary and final design and insure installation during construction.	Temporary Terminal A/E	Include info in specs	Confirm info in specs
20	GC 05	Provide construction site fencing of good quality, capable of supporting the accidental application of the weight of an adult without collapse or major deformation. Where covered walkways or other solid surface fencing is installed, establish a program to allow for art work (e.g., by local students) on the surface(s).	During design and construction TJPA to work with CCSF DPW, incorporate requirements in construction documents and inspect installation during construction.	Temporary Terminal A/E	Include requirements for fencing in specs, as specified	Confirm info in specs
21	HMC 01	Follow California OSHA and local standards for fire protection and prevention. Handling and storage of fuels and other flammable materials during construction will conform to these requirements, which include appropriate storage of flammable liquids and prohibition of open flames within 50 feet of flammable storage areas.	During construction Review design and contract documents to insure compliance with all applicable regulations. Obtain all applicable permits. Inspect construction to insure compliance with contract documents and regulations	Temporary Terminal A/E	Include Cal-OSHA and local fire protection/prevention standards for handling/storage of fuels/flammable materials during construction in specs	Confirm info included in specs

Item Number	Mitigation Measure Code	Mitigation Measure Description	Mitigation Schedule	Responsibility	Action	MonitoringAction
22	HMC 02	Perform detailed investigations of the potential presence of contaminants in soil and groundwater prior to construction, using conventional drilling, sampling, and chemical testing methods. Based on the chemical test results, a mitigation plan will be developed to establish guidelines for the disposal of contaminated soil and discharge of contaminated dewatering effluent, and to generate data to address potential human health and safety issues that may arise as a result of contact with contaminated soil or groundwater during construction. The investigation and mitigation plan will follow the requirements of the City and County of San Francisco's Article 22A in the appropriate areas along the alignment. With construction projects of this nature and magnitude, there are typically two different management strategies that can be employed to address contaminated soil handling and disposal issues. Contaminated soil can be excavated and stockpiled at a centralized location and subsequently sampled and analyzed for disposal profiling purposes in accordance with the requirements of the candidate dis	During construction Review design and contract documents to insure compliance with all applicable regulations. Obtain all applicable permits. Inspect construction to insure compliance with contract documents and regulations. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH and DPW	Temporary Terminal A/E	(1 of 3) Prepare Site History Report	Review work plan; review report; confirm report complete
23	HMC 02	Perform detailed investigations of the potential presence of contaminants in soil and groundwater prior to construction, using conventional drilling, sampling, and chemical testing methods. Based on the chemical test results, a mitigation plan will be developed to establish guidelines for the disposal of contaminated soil and discharge of contaminated dewatering effluent, and to generate data to address potential human health and safety issues that may arise as a result of contact with contaminated soil or groundwater during construction. The investigation and mitigation plan will follow the requirements of the City and County of San Francisco's Article 22A in the appropriate areas along the alignment. With construction projects of this nature and magnitude, there are typically two different management strategies that can be employed to address contaminated soil handling and disposal issues. Contaminated soil can be excavated and stockpiled at a centralized location and subsequently sampled and analyzed for disposal profiling purposes in accordance with the requirements of the candidate dis	During construction Review design and contract documents to insure compliance with all applicable regulations. Obtain all applicable permits. Inspect construction to insure compliance with contract documents and regulations. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH and DPW	Temporary Terminal A/E	(1 of 3) Prepare Site History Report	Review work plan; review report; confirm report complete
24	HMC 02	Perform detailed investigations of the potential presence of contaminants in soil and groundwater prior to construction, using conventional drilling, sampling, and chemical testing methods. Based on the chemical test results, a mitigation plan will be developed to establish guidelines for the disposal of contaminated soil and discharge of contaminated dewatering effluent, and to generate data to address potential human health and safety issues that may arise as a result of contact with contaminated soil or groundwater during construction. The investigation and mitigation plan will follow the requirements of the City and County of San Francisco's Article 22A in the appropriate areas along the alignment. With construction projects of this nature and magnitude, there are typically two different management strategies that can be employed to address contaminated soil handling and disposal issues. Contaminated soil can be excavated and stockpiled at a centralized location and subsequently sampled and analyzed for disposal profiling purposes in accordance with the requirements of the candidate dis	During construction Review design and contract documents to insure compliance with all applicable regulations. Obtain all applicable permits. Inspect construction to insure compliance with contract documents and regulations. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH and DPW	Temporary Terminal A/E	(2 of 3) Prepare Sampling and Analysis Work Plan	Review work plan; review report; confirm report complete
25	HMC 02	Perform detailed investigations of the potential presence of contaminants in soil and groundwater prior to construction, using conventional drilling, sampling, and chemical testing methods. Based on the chemical test results, a mitigation plan will be developed to establish guidelines for the disposal of contaminated soil and discharge of contaminated dewatering effluent, and to generate data to address potential human health and safety issues that may arise as a result of contact with contaminated soil or groundwater during construction. The investigation and mitigation plan will follow the requirements of the City and County of San Francisco's Article 22A in the appropriate areas along the alignment. With construction projects of this nature and magnitude, there are typically two different management strategies that can be employed to address contaminated soil handling and disposal issues. Contaminated soil can be excavated and stockpiled at a centralized location and subsequently sampled and analyzed for disposal profiling purposes in accordance with the requirements of the candidate dis	During construction Review design and contract documents to insure compliance with all applicable regulations. Obtain all applicable permits. Inspect construction to insure compliance with contract documents and regulations. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH and DPW	Temporary Terminal A/E	(2 of 3) Prepare Sampling and Analysis Work Plan	Review work plan; review report; confirm report complete

Item Number	Mitigation Measure Code	Mitigation Measure Description	Mitigation Schedule	Responsibility	Action	MonitoringAction
26	HMC 02	Perform detailed investigations of the potential presence of contaminants in soil and groundwater prior to construction, using conventional drilling, sampling, and chemical testing methods. Based on the chemical test results, a mitigation plan will be developed to establish guidelines for the disposal of contaminated soil and discharge of contaminated dewatering effluent, and to generate data to address potential human health and safety issues that may arise as a result of contact with contaminated soil or groundwater during construction. The investigation and mitigation plan will follow the requirements of the City and County of San Francisco's Article 22A in the appropriate areas along the alignment. With construction projects of this nature and magnitude, there are typically two different management strategies that can be employed to address contaminated soil handling and disposal issues. Contaminated soil can be excavated and stockpiled at a centralized location and subsequently sampled and analyzed for disposal profiling purposes in accordance with the requirements of the candidate dis	During construction Review design and contract documents to insure compliance with all applicable regulations. Obtain all applicable permits. Inspect construction to insure compliance with contract documents and regulations. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH and DPW	Temporary Terminal A/E	(3 of 3) Conduct Field Investigation and prepare report	Review work plan; review report; confirm report complete
27	HMC 02	Perform detailed investigations of the potential presence of contaminants in soil and groundwater prior to construction, using conventional drilling, sampling, and chemical testing methods. Based on the chemical test results, a mitigation plan will be developed to establish guidelines for the disposal of contaminated soil and discharge of contaminated dewatering effluent, and to generate data to address potential human health and safety issues that may arise as a result of contact with contaminated soil or groundwater during construction. The investigation and mitigation plan will follow the requirements of the City and County of San Francisco's Article 22A in the appropriate areas along the alignment. With construction projects of this nature and magnitude, there are typically two different management strategies that can be employed to address contaminated soil handling and disposal issues. Contaminated soil can be excavated and stockpiled at a centralized location and subsequently sampled and analyzed for disposal profiling purposes in accordance with the requirements of the candidate dis	During construction Review design and contract documents to insure compliance with all applicable regulations. Obtain all applicable permits. Inspect construction to insure compliance with contract documents and regulations. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH and DPW	Temporary Terminal A/E	(3 of 3) Conduct Field Investigation and prepare report	Review work plan; review report; confirm report complete
28	HMC 02	Perform detailed investigations of the potential presence of contaminants in soil and groundwater prior to construction, using conventional drilling, sampling, and chemical testing methods. Based on the chemical test results, a mitigation plan will be developed to establish guidelines for the disposal of contaminated soil and discharge of contaminated dewatering effluent, and to generate data to address potential human health and safety issues that may arise as a result of contact with contaminated soil or groundwater during construction. The investigation and mitigation plan will follow the requirements of the City and County of San Francisco's Article 22A in the appropriate areas along the alignment. With construction projects of this nature and magnitude, there are typically two different management strategies that can be employed to address contaminated soil handling and disposal issues. Contaminated soil can be excavated and stockpiled at a centralized location and subsequently sampled and analyzed for disposal profiling purposes in accordance with the requirements of the candidate dis	During construction Review design and contract documents to insure compliance with all applicable regulations. Obtain all applicable permits. Inspect construction to insure compliance with contract documents and regulations. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH and DPW	Temporary Terminal A/E	Include requirements in specs	Confirm info included in specs
29	HMC 03	Cover with plastic sheeting soils removed during excavation and grading activities that remain at a centralized location for an extended period of time to prevent the generation of fugitive dust emissions that migrate offsite.	During construction Review design and contract documents to insure compliance. Obtain all applicable permits. Inspect construction to insure compliance with contract documents and regulations	Temporary Terminal A/E	Include requirements to cover with plastic sheeting soils removed during excavation and grading that remain at a centralized location for an extended period of time in specs	Confirm info included in specs
30	HMC 04	Use a licensed waste hauler, applying appropriate manifests or bill of lading procedures, as required to haul soil for disposal at a landfill or recycling facility.	During construction Review design and contract documents to insure compliance. Obtain all applicable permits. Inspect construction to insure compliance with contract documents and regulations	Temporary Terminal A/E	Include requirement to use licenses waste hauler and appropriate procedures re manifests/bills of lading in specs	Confirm info included in specs
31	HMC 05	Use chemical test results for groundwater samples along the alignment to obtain a Batch Discharge Permit under Article 4.1 of the San Francisco Department of Public Works as well as to evaluate requirements for pretreatment prior to discharge to the sanitary sewer. Effluent produced during the dewatering of excavations will be collected in onsite storage tanks and periodically tested, as required under discharge permit requirements, for potential contamination to confirm the need for any treatment prior to discharge. If required, treatment may include: Settling to allow particulate matter (total suspended solids) to settle out of the effluent in order to reduce the sediment load as well as reduce elevated metal and other contaminant concentrations that may be associated with suspended sediments; and/or Construction of a small-scale batch waste water treatment system to remove dissolved contaminants (mainly organic constituents such as petroleum hydrocarbons (gas, diesel, and oils), BTEX, and VOCs) from the dewatering effluent prior to discharge to the sanitary sewer. A treatment system would also like	During construction Review design and contract documents to insure compliance. Obtain all applicable permits. Inspect construction to insure compliance with contract documents and regulations. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH and DPW	Temporary Terminal A/E	(1 of 3) Obtain chemical tests to determine groundwater constituents	Confirm info included in specs

Item Number	Mitigation Measure Code	Mitigation Measure Description	Mitigation Schedule	Responsibility	Action	MonitoringAction
32	HMC 05	Use chemical test results for groundwater samples along the alignment to obtain a Batch Discharge Permit under Article 4.1 of the San Francisco Department of Public Works as well as to evaluate requirements for pretreatment prior to discharge to the sanitary sewer. Effluent produced during the dewatering of excavations will be collected in onsite storage tanks and periodically tested, as required under discharge permit requirements, for potential contamination to confirm the need for any treatment prior to discharge. If required, treatment may include: Settling to allow particulate matter (total suspended solids) to settle out of the effluent in order to reduce the sediment load as well as reduce elevated metal and other contaminant concentrations that may be associated with suspended sediments; and/or Construction of a small-scale batch waste water treatment system to remove dissolved contaminants (mainly organic constituents such as petroleum hydrocarbons (gas, diesel, and oils), BTEX, and VOCs) from the dewatering effluent prior to discharge to the sanitary sewer. A treatment system would also like	During construction Review design and contract documents to insure compliance. Obtain all applicable permits. Inspect construction to insure compliance with contract documents and regulations. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH and DPW	Temporary Terminal A/E	(2 of 3) Evaluate pre-treatment options for construction effluent discharge to sanitary sewer	Confirm info included in specs
33	HMC 05	Use chemical test results for groundwater samples along the alignment to obtain a Batch Discharge Permit under Article 4.1 of the San Francisco Department of Public Works as well as to evaluate requirements for pretreatment prior to discharge to the sanitary sewer. Effluent produced during the dewatering of excavations will be collected in onsite storage tanks and periodically tested, as required under discharge permit requirements, for potential contamination to confirm the need for any treatment prior to discharge. If required, treatment may include: Settling to allow particulate matter (total suspended solids) to settle out of the effluent in order to reduce the sediment load as well as reduce elevated metal and other contaminant concentrations that may be associated with suspended sediments; and/or Construction of a small-scale batch waste water treatment system to remove dissolved contaminants (mainly organic constituents such as petroleum hydrocarbons (gas, diesel, and oils), BTEX, and VOCs) from the dewatering effluent prior to discharge to the sanitary sewer. A treatment system would also like	During construction Review design and contract documents to insure compliance. Obtain all applicable permits. Inspect construction to insure compliance with contract documents and regulations. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH and DPW	Temporary Terminal A/E	(3 of 3) Include in specs: requirement to collect dewatering effluent in on site storage tanks, periodically test stored effluent; confirm need for treatment prior to discharge	Confirm info included in specs
34	HMC 06	Develop a detailed mitigation plan for the handling of potentially contaminated soil and groundwater prior to starting project construction.	During final design Review detailed mitigation plan, include provisions in contract documents and inspect construction to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH and DPW. Obtain all applicable permits	Temporary Terminal A/E	Include detailed mitigation plan requirements in specs	Confirm info in specs
35	HMC 07	Design dewatering systems to minimize downward migration of contaminants that can result from lowering the water table if necessary based on environmental conditions. As necessary, shallow soils with detected contamination would be dewatered first using wells screened only in those soils. Dewatering of deeper soils would then be performed using wells screened only in the zone to be dewatered. Dewatering wells would be installed using drilling methods that prohibit shallow contaminated soils from being carried deeper into the boreholes.	During final design and construction Include requirements in contract documents and monitor construction activities to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH and DPW	Temporary Terminal A/E	Design dewatering systems to minimize downward migration of contaminants: - Dewater shallow soils first - Use wells screened only in zone to be dewatered	Confirm info in specs
36	HMC 07	Design dewatering systems to minimize downward migration of contaminants that can result from lowering the water table if necessary based on environmental conditions. As necessary, shallow soils with detected contamination would be dewatered first using wells screened only in those soils. Dewatering of deeper soils would then be performed using wells screened only in the zone to be dewatered. Dewatering wells would be installed using drilling methods that prohibit shallow contaminated soils from being carried deeper into the boreholes.	During final design and construction Include requirements in contract documents and monitor construction activities to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH and DPW	Temporary Terminal A/E	Design dewatering systems to minimize downward migration of contaminants: - Dewater shallow soils first - Use wells screened only in zone to be dewatered	Confirm info in specs
37	HMC 09	Review existing asbestos surveys, abatement reports, and supplemental asbestos surveys, as warranted. Perform an asbestos survey for buildings to be demolished, as required. Asbestos-containing building materials (ACM) will require abatement prior to building demolition. Removal and disposal of ACM will be performed in accordance with applicable local, state, and federal regulations.	During preliminary engineering, final design and construction phases Determine extent of ACM throughout project site. Perform abatement work prior to demolition. Include all regulatory requirements in contract documents and inspect construction to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH. Obtain all applicable permits	Temporary Terminal A/E	Include abatement, removal, and disposal requirements in specs	Confirm info in specs
38	HMC 10	Perform a lead-based paint survey for buildings to be demolished to determine areas where lead-based paint is present and the possible need for abatement prior to demolition.	During preliminary engineering prior to building demolitions Determine extent of lead contamination throughout project site. Perform abatement work prior to demolition if necessary. Include all regulatory requirements in contract documents and inspect construction to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH. Obtain all applicable permits	Temporary Terminal A/E	Include info in specs	Confirm info in specs

Item Number	Mitigation Measure Code	Mitigation Measure Description	Mitigation Schedule	Responsibility	Action	MonitoringAction
39	HWO 02	Equip diesel fuel pumps with emergency shut-off valves and, in compliance with U.S. EPA requirements, fuel Underground Storage Tanks (USTs) would be equipped with leak detection and monitoring systems.	During operation Review design and contract documents to insure compliance with all applicable regulations. Obtain all applicable permits. Inspect construction to insure compliance with contract documents and regulations. Inspect operations, and comply with all permitting and reporting requirements	Temporary Terminal A/E	(1 of 2) Design and equip diesel engine fuel pumps and USTs in compliance with U.S. EPA requirements, including leak detection and monitoring	Confirm info included in specs
40	HWO 02	Equip diesel fuel pumps with emergency shut-off valves and, in compliance with U.S. EPA requirements, fuel Underground Storage Tanks (USTs) would be equipped with leak detection and monitoring systems.	During operation Review design and contract documents to insure compliance with all applicable regulations. Obtain all applicable permits. Inspect construction to insure compliance with contract documents and regulations. Inspect operations, and comply with all permitting and reporting requirements	Temporary Terminal A/E	(2 of 2) Include U.S. EPA requirements in CD/specs	Confirm info included in specs
41	HWO 03	Employ the use of secondary containment systems for any aboveground storage tanks.	During operations Secondary containment to be included in facility design and construction and maintained during operations	Temporary Terminal A/E	(1 of 2) Design any above-ground storage tanks with secondary containment	Confirm information in specs
42	HWO 03	Employ the use of secondary containment systems for any aboveground storage tanks.	During operations Secondary containment to be included in facility design and construction and maintained during operations	Temporary Terminal A/E	(1 of 2) Design any above-ground storage tanks with secondary containment	Confirm information in specs
43	HWO 03	Employ the use of secondary containment systems for any aboveground storage tanks.	During operations Secondary containment to be included in facility design and construction and maintained during operations	Temporary Terminal A/E	(1 of 2) Design any above-ground storage tanks with secondary containment	Confirm information in specs
44	HWO 03	Employ the use of secondary containment systems for any aboveground storage tanks.	During operations Secondary containment to be included in facility design and construction and maintained during operations	Temporary Terminal A/E	(2 of 2) Include info in plans and specs	Confirm information in specs
45	HWO 03	Employ the use of secondary containment systems for any aboveground storage tanks.	During operations Secondary containment to be included in facility design and construction and maintained during operations	Temporary Terminal A/E	(2 of 2) Include info in plans and specs	Confirm information in specs
46	HWO 03	Employ the use of secondary containment systems for any aboveground storage tanks.	During operations Secondary containment to be included in facility design and construction and maintained during operations	Temporary Terminal A/E	(2 of 2) Include info in plans and specs	Confirm information in specs
47	HWO 04	Store cleaning solvents in 55-gallon drums, or other appropriate containers, within a bermed area to provide secondary containment.	During operations Inspect operations, and comply with all permitting and reporting requirements	Temporary Terminal A/E	(1 of 2) Provide secondary containment for storage of solvents	Confirm information included in specs
48	HWO 04	Store cleaning solvents in 55-gallon drums, or other appropriate containers, within a bermed area to provide secondary containment.	During operations Inspect operations, and comply with all permitting and reporting requirements	Temporary Terminal A/E	(1 of 2) Provide secondary containment for storage of solvents	Confirm information included in specs
49	HWO 04	Store cleaning solvents in 55-gallon drums, or other appropriate containers, within a bermed area to provide secondary containment.	During operations Inspect operations, and comply with all permitting and reporting requirements	Temporary Terminal A/E	(1 of 2) Provide secondary containment for storage of solvents	Confirm information included in specs
50	HWO 04	Store cleaning solvents in 55-gallon drums, or other appropriate containers, within a bermed area to provide secondary containment.	During operations Inspect operations, and comply with all permitting and reporting requirements	Temporary Terminal A/E	(2 of 2) Include info in plans and specs	Confirm information included in specs
51	HWO 04	Store cleaning solvents in 55-gallon drums, or other appropriate containers, within a bermed area to provide secondary containment.	During operations Inspect operations, and comply with all permitting and reporting requirements	Temporary Terminal A/E	(2 of 2) Include info in plans and specs	Confirm information included in specs
52	HWO 04	Store cleaning solvents in 55-gallon drums, or other appropriate containers, within a bermed area to provide secondary containment.	During operations Inspect operations, and comply with all permitting and reporting requirements	Temporary Terminal A/E	(2 of 2) Include info in plans and specs	Confirm information included in specs
53	HWO 05	Slope paved surfaces within the fueling facility and the solvent storage area to a sump where any spilled liquids could be recovered for proper disposal.	During construction and operations Sloped paved surfaces and sump to be included in facility design	Temporary Terminal A/E	(1 of 2) Design paved surface within fueling facility to slope to sump	Confirm Operations Plan includes routine recovery of spilled liquid, and disposal in accordance w/ regs
54	HWO 05	Slope paved surfaces within the fueling facility and the solvent storage area to a sump where any spilled liquids could be recovered for proper disposal.	During construction and operations Sloped paved surfaces and sump to be included in facility design	Temporary Terminal A/E	(1 of 2) Design paved surface within fueling facility to slope to sump	Confirm Operations Plan includes routine recovery of spilled liquid, and disposal in accordance w/ regs
55	HWO 05	Slope paved surfaces within the fueling facility and the solvent storage area to a sump where any spilled liquids could be recovered for proper disposal.	During construction and operations Sloped paved surfaces and sump to be included in facility design	Temporary Terminal A/E	(1 of 2) Design paved surface within fueling facility to slope to sump	Confirm Operations Plan includes routine recovery of spilled liquid, and disposal in accordance w/ regs
56	HWO 05	Slope paved surfaces within the fueling facility and the solvent storage area to a sump where any spilled liquids could be recovered for proper disposal.	During construction and operations Sloped paved surfaces and sump to be included in facility design	Temporary Terminal A/E	(2 of 2) Include info in plans and specs	Confirm Operations Plan includes routine recovery of spilled liquid, and disposal in accordance w/ regs
57	HWO 05	Slope paved surfaces within the fueling facility and the solvent storage area to a sump where any spilled liquids could be recovered for proper disposal.	During construction and operations Sloped paved surfaces and sump to be included in facility design	Temporary Terminal A/E	(2 of 2) Include info in plans and specs	Confirm Operations Plan includes routine recovery of spilled liquid, and disposal in accordance w/ regs
58	HWO 05	Slope paved surfaces within the fueling facility and the solvent storage area to a sump where any spilled liquids could be recovered for proper disposal.	During construction and operations Sloped paved surfaces and sump to be included in facility design	Temporary Terminal A/E	(2 of 2) Include info in plans and specs	Confirm Operations Plan includes routine recovery of spilled liquid, and disposal in accordance w/ regs

Item Number	Mitigation Measure Code	Mitigation Measure Description	Mitigation Schedule	Responsibility	Action	MonitoringAction
59	HWO 06	Follow California OSHA and local standards for fire protection and prevention for the handling and storage of fuels and solvents.	During operation Review design and contract documents to insure compliance with all applicable regulations. Obtain all applicable permits. Inspect construction to insure compliance with contract documents and regulations. Inspect operations, and comply with all permitting and reporting requirements	Temporary Terminal A/E	Design and specs to conform to all applicable standards for fire protection/prevention for handling/storage of fuels and solvents	Confirm info included in specs
60	HWO 06	Follow California OSHA and local standards for fire protection and prevention for the handling and storage of fuels and solvents.	During operation Review design and contract documents to insure compliance with all applicable regulations. Obtain all applicable permits. Inspect construction to insure compliance with contract documents and regulations. Inspect operations, and comply with all permitting and reporting requirements	Temporary Terminal A/E	Design and specs to conform to all applicable standards for fire protection/prevention for handling/storage of fuels and solvents	Confirm info included in specs
61	NoiC 01	Comply with San Francisco noise ordinance. The noise ordinance includes specific limits on noise from construction. The basic requirements are: Maximum noise level from any piece of powered construction equipment is limited to 80 dBA at 100 feet. This translates to 86 dBA at 50 feet. Impact tools are exempted, although such equipment must be equipped with effective mufflers and shields. The noise control equipment on impact tools must be as recommended by the manufacturer and approved by the Director of Public Works. Construction activity is prohibited between 8 p.m. and 7 a.m. if it causes noise that exceeds the ambient noise plus 5 dBA The noise ordinance is enforced by the San Francisco DPW, which may waive some of the noise requirements to expedite the project or minimize traffic impacts. For example, along Townsend Street where much of the land use is commercial, business owners may prefer nighttime construction since it would reduce disruption during normal business hours. The DPW waivers usually allow most construction processes to continue until 2 a.m., although construction processes that involve imp	During preparation of construction contract documents and construction TJPA to work with CCSF Department of Public Works (DPW) regarding construction noise mitigation program	Temporary Terminal A/E	Noise abatement requirements to be included in technical specs	Confirm noise ordinance requirements included in specs
62	NoiC 05	Minimize use of vehicle backup alarms. Because backup alarms are designed to get people's attention, the sound can be very noticeable even when their sound level does not exceed the ambient, and it is common for backup alarms at construction sites to be major sources of noise complaints. A common approach to minimizing the use of backup alarms is to design the construction site with a circular flow pattern that minimizes backing up of trucks and other heavy equipment. Another approach to reducing the intrusion of backup alarms is to require all equipment on the site to be equipped with ambient sensitive alarms. With this type of alarm, the alarm sound is automatically adjusted based on the ambient noise. In nighttime hours when ambient noise is low, the backup alarm is adjusted down.	During construction document preparation and construction Review contract specifications during final design and inspect construction	Temporary Terminal A/E	Include noise abatement requirement in technical specs	Confirm info in specs
63	NoiC 06	Include noise control requirements in construction specifications. These should require the contractor to Perform all construction in a manner to minimize noise. The contractor should be required to select construction processes and techniques that create the lowest noise levels. Examples are using predrilled piles instead of impact pile driving, mixing concrete offsite instead of onsite, and using hydraulic tools instead of pneumatic impact tools. Use equipment with effective mufflers. Diesel motors are often the major noise source on construction sites. Contractors should be required to employ equipment fitted with the most effective commercially available mufflers. Perform construction in a manner to maintain noise levels at noise sensitive land uses below specific limits. Perform noise monitoring to demonstrate compliance with the noise limits. Independent noise monitoring should be performed to check compliance in particularly sensitive areas. Minimize construction activities during evening, nighttime, weekend and holiday periods. Permits would be required before construction can be performed in noise s	Final design and construction TJPA to develop detailed noise control requirements during preliminary engineering and final design. Insure contractor obtains permits if necessary. Inspect construction activities for compliance and monitor noise levels. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such	Temporary Terminal A/E	Noise abatement requirements to be included in technical specs	Provide constructability review Confirm info in specs
64	PC 07	Develop traffic management plans. Traffic management plans to maintain access to all businesses will be prepared for areas affected by surface or cut-and-cover construction. In addition, daily cleaning of work areas would be performed by contractors for the duration of the construction period. Provisions would be contained in construction contracts to require the maintenance of driveway access to businesses to the extent feasible.	During preliminary engineering, final design and construction TJPA to forward traffic management plans to CCSF DPT for review and approval. Include all requirements in construction documents and inspect implementation during construction	Temporary Terminal A/E	(1 of 2) Require daily cleaning of work areas	Confirm info in specs
65	PC 07	Develop traffic management plans. Traffic management plans to maintain access to all businesses will be prepared for areas affected by surface or cut-and-cover construction. In addition, daily cleaning of work areas would be performed by contractors for the duration of the construction period. Provisions would be contained in construction contracts to require the maintenance of driveway access to businesses to the extent feasible.	During preliminary engineering, final design and construction TJPA to forward traffic management plans to CCSF DPT for review and approval. Include all requirements in construction documents and inspect implementation during construction	Temporary Terminal A/E	(2 of 2) Include requirements in specs	Confirm info in specs

Item Number	Mitigation Measure Code	Mitigation Measure Description	Mitigation Schedule	Responsibility	Action	MonitoringAction
66	PC 07	Develop traffic management plans. Traffic management plans to maintain access to all businesses will be prepared for areas affected by surface or cut-and-cover construction. In addition, daily cleaning of work areas would be performed by contractors for the duration of the construction period. Provisions would be contained in construction contracts to require the maintenance of driveway access to businesses to the extent feasible.	During preliminary engineering, final design and construction TJPA to forward traffic management plans to CCSF DPT for review and approval. Include all requirements in construction documents and inspect implementation during construction	Temporary Terminal A/E	Prepare traffic management plans as specified, to include access provisions	Review traffic management plan
67	Prop 01	Apply federal Uniform Relocation Act (Public Law 91 646) and California Relocation Act (Chapter 16, Section 7260 et seq., of the Government Code) and related laws and regulations governing both land acquisition and relocation. All real property to be acquired will be appraised to determine its fair market value before an offer is made to each property owner. (Minimum relocation payments are detailed in the laws, and include moving and search payments for businesses.) Provide information, assistance, and payments to all displaced businesses in accordance with these laws and regulations.	Prior to and during property acquisition and relocation activities TJPA to report to Board on compliance during acquisition and relocation activities	Temporary Terminal A/E	(1 of 2) Provide ROW Plans	Confirm list of affected properties consistent with design
68	Prop 01	Apply federal Uniform Relocation Act (Public Law 91 646) and California Relocation Act (Chapter 16, Section 7260 et seq., of the Government Code) and related laws and regulations governing both land acquisition and relocation. All real property to be acquired will be appraised to determine its fair market value before an offer is made to each property owner. (Minimum relocation payments are detailed in the laws, and include moving and search payments for businesses.) Provide information, assistance, and payments to all displaced businesses in accordance with these laws and regulations.	Prior to and during property acquisition and relocation activities TJPA to report to Board on compliance during acquisition and relocation activities	Temporary Terminal A/E	(1 of 2) Provide ROW Plans	Confirm list of affected properties consistent with design
69	Prop 01	Apply federal Uniform Relocation Act (Public Law 91 646) and California Relocation Act (Chapter 16, Section 7260 et seq., of the Government Code) and related laws and regulations governing both land acquisition and relocation. All real property to be acquired will be appraised to determine its fair market value before an offer is made to each property owner. (Minimum relocation payments are detailed in the laws, and include moving and search payments for businesses.) Provide information, assistance, and payments to all displaced businesses in accordance with these laws and regulations.	Prior to and during property acquisition and relocation activities TJPA to report to Board on compliance during acquisition and relocation activities	Temporary Terminal A/E	(1 of 2) Provide ROW Plans	Confirm list of affected properties consistent with design
70	Prop 01	Apply federal Uniform Relocation Act (Public Law 91 646) and California Relocation Act (Chapter 16, Section 7260 et seq., of the Government Code) and related laws and regulations governing both land acquisition and relocation. All real property to be acquired will be appraised to determine its fair market value before an offer is made to each property owner. (Minimum relocation payments are detailed in the laws, and include moving and search payments for businesses.) Provide information, assistance, and payments to all displaced businesses in accordance with these laws and regulations.	Prior to and during property acquisition and relocation activities TJPA to report to Board on compliance during acquisition and relocation activities	Temporary Terminal A/E	(2 of 2) Confirm any ROW encroachments	Confirm list of affected properties consistent with design
71	Prop 01	Apply federal Uniform Relocation Act (Public Law 91 646) and California Relocation Act (Chapter 16, Section 7260 et seq., of the Government Code) and related laws and regulations governing both land acquisition and relocation. All real property to be acquired will be appraised to determine its fair market value before an offer is made to each property owner. (Minimum relocation payments are detailed in the laws, and include moving and search payments for businesses.) Provide information, assistance, and payments to all displaced businesses in accordance with these laws and regulations.	Prior to and during property acquisition and relocation activities TJPA to report to Board on compliance during acquisition and relocation activities	Temporary Terminal A/E	(2 of 2) Confirm any ROW encroachments	Confirm list of affected properties consistent with design
72	Prop 01	Apply federal Uniform Relocation Act (Public Law 91 646) and California Relocation Act (Chapter 16, Section 7260 et seq., of the Government Code) and related laws and regulations governing both land acquisition and relocation. All real property to be acquired will be appraised to determine its fair market value before an offer is made to each property owner. (Minimum relocation payments are detailed in the laws, and include moving and search payments for businesses.) Provide information, assistance, and payments to all displaced businesses in accordance with these laws and regulations.	Prior to and during property acquisition and relocation activities TJPA to report to Board on compliance during acquisition and relocation activities	Temporary Terminal A/E	(2 of 2) Confirm any ROW encroachments	Confirm list of affected properties consistent with design
73	Prop 01	Apply federal Uniform Relocation Act (Public Law 91 646) and California Relocation Act (Chapter 16, Section 7260 et seq., of the Government Code) and related laws and regulations governing both land acquisition and relocation. All real property to be acquired will be appraised to determine its fair market value before an offer is made to each property owner. (Minimum relocation payments are detailed in the laws, and include moving and search payments for businesses.) Provide information, assistance, and payments to all displaced businesses in accordance with these laws and regulations.	Prior to and during property acquisition and relocation activities TJPA to report to Board on compliance during acquisition and relocation activities	Temporary Terminal A/E or PMPC	Develop optimum schedule for appraisal and acquisition, based on recommended workplan	Confirm schedule is optimum lead time re construction

Item Number	Mitigation Measure Code	Mitigation Measure Description	Mitigation Schedule	Responsibility	Action	MonitoringAction
74	Prop 01	Apply federal Uniform Relocation Act (Public Law 91 646) and California Relocation Act (Chapter 16, Section 7260 et seq., of the Government Code) and related laws and regulations governing both land acquisition and relocation. All real property to be acquired will be appraised to determine its fair market value before an offer is made to each property owner. (Minimum relocation payments are detailed in the laws, and include moving and search payments for businesses.) Provide information, assistance, and payments to all displaced businesses in accordance with these laws and regulations.	Prior to and during property acquisition and relocation activities TJPA to report to Board on compliance during acquisition and relocation activities	Temporary Terminal A/E or PMPC	Develop optimum schedule for appraisal and acquisition, based on recommended workplan	Confirm schedule is optimum lead time re construction
75	Prop 01	Apply federal Uniform Relocation Act (Public Law 91 646) and California Relocation Act (Chapter 16, Section 7260 et seq., of the Government Code) and related laws and regulations governing both land acquisition and relocation. All real property to be acquired will be appraised to determine its fair market value before an offer is made to each property owner. (Minimum relocation payments are detailed in the laws, and include moving and search payments for businesses.) Provide information, assistance, and payments to all displaced businesses in accordance with these laws and regulations.	Prior to and during property acquisition and relocation activities TJPA to report to Board on compliance during acquisition and relocation activities	Temporary Terminal A/E or PMPC	Develop optimum schedule for appraisal and acquisition, based on recommended workplan	Confirm schedule is optimum lead time re construction
76	Prop 01	Apply federal Uniform Relocation Act (Public Law 91 646) and California Relocation Act (Chapter 16, Section 7260 et seq., of the Government Code) and related laws and regulations governing both land acquisition and relocation. All real property to be acquired will be appraised to determine its fair market value before an offer is made to each property owner. (Minimum relocation payments are detailed in the laws, and include moving and search payments for businesses.) Provide information, assistance, and payments to all displaced businesses in accordance with these laws and regulations.	Prior to and during property acquisition and relocation activities TJPA to report to Board on compliance during acquisition and relocation activities	Temporary Terminal A/E or PMPC	Develop optimum schedule for appraisal and acquisition, based on recommended workplan	Confirm schedule is optimum lead time re construction
77	Prop 01	Apply federal Uniform Relocation Act (Public Law 91 646) and California Relocation Act (Chapter 16, Section 7260 et seq., of the Government Code) and related laws and regulations governing both land acquisition and relocation. All real property to be acquired will be appraised to determine its fair market value before an offer is made to each property owner. (Minimum relocation payments are detailed in the laws, and include moving and search payments for businesses.) Provide information, assistance, and payments to all displaced businesses in accordance with these laws and regulations.	Prior to and during property acquisition and relocation activities TJPA to report to Board on compliance during acquisition and relocation activities	Temporary Terminal A/E or PMPC	Develop optimum schedule for appraisal and acquisition, based on recommended workplan	Confirm schedule is optimum lead time re construction
78	Saf 01	Provide project plans to the San Francisco Fire Department for its review to ensure that adequate life safety measures and emergency access are incorporated into the design and construction of Project facilities.	Prior to project facility permitting and during construction Project facility plans to be forwarded to CCSF Fire Department prior to permit issuance. Inspect installation during construction	Temporary Terminal A/E	Include requirements in design and specs	Confirm info in specs
79	Saf 01	Provide project plans to the San Francisco Fire Department for its review to ensure that adequate life safety measures and emergency access are incorporated into the design and construction of Project facilities.	Prior to project facility permitting and during construction Project facility plans to be forwarded to CCSF Fire Department prior to permit issuance. Inspect installation during construction	Temporary Terminal A/E	Initiate discussions with Fire Department	Confirm Fire Department approval of Basis of Design
80	Saf 01	Provide project plans to the San Francisco Fire Department for its review to ensure that adequate life safety measures and emergency access are incorporated into the design and construction of Project facilities.	Prior to project facility permitting and during construction Project facility plans to be forwarded to CCSF Fire Department prior to permit issuance. Inspect installation during construction	Temporary Terminal A/E	Initiate discussions with Fire Department	Confirm Fire Department approval of Basis of Design
81	Saf 01	Provide project plans to the San Francisco Fire Department for its review to ensure that adequate life safety measures and emergency access are incorporated into the design and construction of Project facilities.	Prior to project facility permitting and during construction Project facility plans to be forwarded to CCSF Fire Department prior to permit issuance. Inspect installation during construction	Temporary Terminal A/E	Initiate discussions with Fire Dept	Confirm Fire Dept. approval of Basis of Design
82	Saf 01	Provide project plans to the San Francisco Fire Department for its review to ensure that adequate life safety measures and emergency access are incorporated into the design and construction of Project facilities.	Prior to project facility permitting and during construction Project facility plans to be forwarded to CCSF Fire Department prior to permit issuance. Inspect installation during construction	Temporary Terminal A/E	Obtain Fire Dept. approval of Basis of Design	Confirm info in design submittals
83	Saf 01	Provide project plans to the San Francisco Fire Department for its review to ensure that adequate life safety measures and emergency access are incorporated into the design and construction of Project facilities.	Prior to project facility permitting and during construction Project facility plans to be forwarded to CCSF Fire Department prior to permit issuance. Inspect installation during construction	Temporary Terminal A/E	Obtain Fire Dept. approval of Basis of Design	Confirm info in design submittals
84	Saf 02	Prepare a life safety plan including the provision of on-site measures such as a fire command post at the Terminal, the Fire Department's 800-megahertz radio system and all necessary fire suppression equipment.	Prior to project facility permitting TJPA to develop life safety plan during facility design phases and implement during testing and startup up phase	Temporary Terminal A/E	Define parameters for temporary terminal program	Review Life Safety Plan with SFFD
85	Saf 02	Prepare a life safety plan including the provision of on-site measures such as a fire command post at the Terminal, the Fire Department's 800-megahertz radio system and all necessary fire suppression equipment.	Prior to project facility permitting TJPA to develop life safety plan during facility design phases and implement during testing and startup up phase	Temporary Terminal A/E	Include requirements in design and specs	Confirm design in design submittals Confirm info in specs

Item Number	Mitigation Measure Code	Mitigation Measure Description	Mitigation Schedule	Responsibility	Action	MonitoringAction
86	Saf 02	Prepare a life safety plan including the provision of on-site measures such as a fire command post at the Terminal, the Fire Department's 800-megahertz radio system and all necessary fire suppression equipment.	Prior to project facility permitting TJPA to develop life safety plan during facility design phases and implement during testing and startup up phase	Temporary Terminal A/E	Prepare Life Safety Plan	Confirm and obtain Fire Dept. approval
87	Saf 03	Prepare a risk analysis to accurately determine the number of personnel necessary to maintain an acceptable level of service at Project facilities.	Prior to project facility permitting TJPA to develop risk analysis during facility design phases	Temporary Terminal A/E	Confirm design conforms to risk assessment	Confirm plans conform to requirements in risk analysis
88	Saf 03	Prepare a risk analysis to accurately determine the number of personnel necessary to maintain an acceptable level of service at Project facilities.	Prior to project facility permitting TJPA to develop risk analysis during facility design phases	Temporary Terminal A/E	Confirm design conforms to risk assessment	Confirm plans conform to requirements in risk analysis
89	Saf 03	Prepare a risk analysis to accurately determine the number of personnel necessary to maintain an acceptable level of service at Project facilities.	Prior to project facility permitting TJPA to develop risk analysis during facility design phases	Temporary Terminal A/E	Define parameters for terminal program	Review risk analysis
90	Saf 03	Prepare a risk analysis to accurately determine the number of personnel necessary to maintain an acceptable level of service at Project facilities.	Prior to project facility permitting TJPA to develop risk analysis during facility design phases	Temporary Terminal A/E	Define parameters for Transit Center program	Review risk analysis
91	Saf 03	Prepare a risk analysis to accurately determine the number of personnel necessary to maintain an acceptable level of service at Project facilities.	Prior to project facility permitting TJPA to develop risk analysis during facility design phases	Temporary Terminal A/E	Define parameters for Transit Center program	Review risk analysis
92	Saf 03	Prepare a risk analysis to accurately determine the number of personnel necessary to maintain an acceptable level of service at Project facilities.	Prior to project facility permitting TJPA to develop risk analysis during facility design phases	Temporary Terminal A/E	Prepare risk analysis	Review risk analysis
93	SG 01	Monitor adjacent buildings for movement and, if movement is detected, take immediate action to control the movement.	During construction TJPA to include provisions in contract documents requiring such monitoring and corrective measures and inspect contractors' activities to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(1 of 3) Provide existing building elevations and photo-record prior to construction	Confirm info included in specs
94	SG 01	Monitor adjacent buildings for movement and, if movement is detected, take immediate action to control the movement.	During construction TJPA to include provisions in contract documents requiring such monitoring and corrective measures and inspect contractors' activities to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(2 of 3) Install required instrumentation	Confirm info included in specs
95	SG 01	Monitor adjacent buildings for movement and, if movement is detected, take immediate action to control the movement.	During construction TJPA to include provisions in contract documents requiring such monitoring and corrective measures and inspect contractors' activities to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(3 of 3) Include requirements in technical specs	Confirm info included in specs
96	SG 03	Design and construct structural components of the project to resist strong ground motions approximating the maximum anticipated earthquake (0.5 g). The cut-and-cover portions will require pile supports to minimize non-seismic settlement in soft compressible sediments (Bay Mud). The underground Caltrain station at Fourth and Townsend will require pile-supported foundations due to the presence of underlying soft sediments.	During preliminary engineering, final design and construction TJPA to design structural components to meet seismic standards during preliminary engineering and final design. Review design, contract documents and construction activities to insure implementation. Where applicable, coordinate with JPB and CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(1 of 3) Include requirements in Seismic Evaluation Report	Perform geotechnical and structural review
97	SG 03	Design and construct structural components of the project to resist strong ground motions approximating the maximum anticipated earthquake (0.5 g). The cut-and-cover portions will require pile supports to minimize non-seismic settlement in soft compressible sediments (Bay Mud). The underground Caltrain station at Fourth and Townsend will require pile-supported foundations due to the presence of underlying soft sediments.	During preliminary engineering, final design and construction TJPA to design structural components to meet seismic standards during preliminary engineering and final design. Review design, contract documents and construction activities to insure implementation. Where applicable, coordinate with JPB and CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(1 of 3) Include requirements in Seismic Evaluation Report	Perform geotechnical and structural review
98	SG 03	Design and construct structural components of the project to resist strong ground motions approximating the maximum anticipated earthquake (0.5 g). The cut-and-cover portions will require pile supports to minimize non-seismic settlement in soft compressible sediments (Bay Mud). The underground Caltrain station at Fourth and Townsend will require pile-supported foundations due to the presence of underlying soft sediments.	During preliminary engineering, final design and construction TJPA to design structural components to meet seismic standards during preliminary engineering and final design. Review design, contract documents and construction activities to insure implementation. Where applicable, coordinate with JPB and CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(1 of 3) Include requirements in Seismic Evaluation Report	Perform geotechnical and structural review

Item Number	Mitigation Measure Code	Mitigation Measure Description	Mitigation Schedule	Responsibility	Action	MonitoringAction
99	SG 03	Design and construct structural components of the project to resist strong ground motions approximating the maximum anticipated earthquake (0.5 g). The cut-and-cover portions will require pile supports to minimize non-seismic settlement in soft compressible sediments (Bay Mud). The underground Caltrain station at Fourth and Townsend will require pile-supported foundations due to the presence of underlying soft sediments.	During preliminary engineering, final design and construction TJPA to design structural components to meet seismic standards during preliminary engineering and final design. Review design, contract documents and construction activities to insure implementation. Where applicable, coordinate with JPB and CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(2 of 3) Include requirements in Geotechnical Engineering Recommendations Report	Perform geotechnical and structural review
100	SG 03	Design and construct structural components of the project to resist strong ground motions approximating the maximum anticipated earthquake (0.5 g). The cut-and-cover portions will require pile supports to minimize non-seismic settlement in soft compressible sediments (Bay Mud). The underground Caltrain station at Fourth and Townsend will require pile-supported foundations due to the presence of underlying soft sediments.	During preliminary engineering, final design and construction TJPA to design structural components to meet seismic standards during preliminary engineering and final design. Review design, contract documents and construction activities to insure implementation. Where applicable, coordinate with JPB and CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(2 of 3) Include requirements in Geotechnical Engineering Recommendations Report	Perform geotechnical and structural review
101	SG 03	Design and construct structural components of the project to resist strong ground motions approximating the maximum anticipated earthquake (0.5 g). The cut-and-cover portions will require pile supports to minimize non-seismic settlement in soft compressible sediments (Bay Mud). The underground Caltrain station at Fourth and Townsend will require pile-supported foundations due to the presence of underlying soft sediments.	During preliminary engineering, final design and construction TJPA to design structural components to meet seismic standards during preliminary engineering and final design. Review design, contract documents and construction activities to insure implementation. Where applicable, coordinate with JPB and CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(2 of 3) Include requirements in Geotechnical Engineering Recommendations Report	Perform geotechnical and structural review
102	SG 03	Design and construct structural components of the project to resist strong ground motions approximating the maximum anticipated earthquake (0.5 g). The cut-and-cover portions will require pile supports to minimize non-seismic settlement in soft compressible sediments (Bay Mud). The underground Caltrain station at Fourth and Townsend will require pile-supported foundations due to the presence of underlying soft sediments.	During preliminary engineering, final design and construction TJPA to design structural components to meet seismic standards during preliminary engineering and final design. Review design, contract documents and construction activities to insure implementation. Where applicable, coordinate with JPB and CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(3 of 3) Include requirements in Preliminary and Final Design Drawings	Perform geotechnical and structural review
103	SG 03	Design and construct structural components of the project to resist strong ground motions approximating the maximum anticipated earthquake (0.5 g). The cut-and-cover portions will require pile supports to minimize non-seismic settlement in soft compressible sediments (Bay Mud). The underground Caltrain station at Fourth and Townsend will require pile-supported foundations due to the presence of underlying soft sediments.	During preliminary engineering, final design and construction TJPA to design structural components to meet seismic standards during preliminary engineering and final design. Review design, contract documents and construction activities to insure implementation. Where applicable, coordinate with JPB and CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(3 of 3) Include requirements in Preliminary and Final Design Drawings	Perform geotechnical and structural review
104	SG 03	Design and construct structural components of the project to resist strong ground motions approximating the maximum anticipated earthquake (0.5 g). The cut-and-cover portions will require pile supports to minimize non-seismic settlement in soft compressible sediments (Bay Mud). The underground Caltrain station at Fourth and Townsend will require pile-supported foundations due to the presence of underlying soft sediments.	During preliminary engineering, final design and construction TJPA to design structural components to meet seismic standards during preliminary engineering and final design. Review design, contract documents and construction activities to insure implementation. Where applicable, coordinate with JPB and CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(3 of 3) Include requirements in Preliminary and Final Design Drawings	Perform geotechnical and structural review
105	Util 01	Coordinate with utility providers during preliminary engineering, continuing through final design and construction. Utilities would be avoided, relocated, and/or supported as necessary during construction activities to prevent damage to utility systems and to minimize disruption and degradation of utility service to local customers.	During preliminary engineering, final design and construction TJPA to identify utilities; design relocations or protection measures where required; and include requirements in contract documents. Monitor construction activities to insure implementation of all required measures	Temporary Terminal A/E	(1 of 2) Coordinate with utility companies	Confirm coordination with utility providers Confirm protective measures identified
106	Util 01	Coordinate with utility providers during preliminary engineering, continuing through final design and construction. Utilities would be avoided, relocated, and/or supported as necessary during construction activities to prevent damage to utility systems and to minimize disruption and degradation of utility service to local customers.	During preliminary engineering, final design and construction TJPA to identify utilities; design relocations or protection measures where required; and include requirements in contract documents. Monitor construction activities to insure implementation of all required measures	Temporary Terminal A/E	(2 of 2) Include requirements in plans and specs	Confirm info included in specs
107	Util 01	Coordinate with utility providers during preliminary engineering, continuing through final design and construction. Utilities would be avoided, relocated, and/or supported as necessary during construction activities to prevent damage to utility systems and to minimize disruption and degradation of utility service to local customers.	During preliminary engineering, final design and construction TJPA to identify utilities; design relocations or protection measures where required; and include requirements in contract documents. Monitor construction activities to insure implementation of all required measures	Temporary Terminal A/E	Coordinate with utility companies	Confirm coordination with utility providers Confirm protective measures identified

Item Number	Mitigation Measure Code	Mitigation Measure Description	Mitigation Schedule	Responsibility	Action	MonitoringAction
108	Util 01	Coordinate with utility providers during preliminary engineering, continuing through final design and construction. Utilities would be avoided, relocated, and/or supported as necessary during construction activities to prevent damage to utility systems and to minimize disruption and degradation of utility service to local customers.	During preliminary engineering, final design and construction TJPA to identify utilities; design relocations or protection measures where required; and include requirements in contract documents. Monitor construction activities to insure implementation of all required measures	Temporary Terminal A/E	Coordinate with utility companies	Confirm coordination with utility providers Confirm protective measures identified
109	VA 01	Assure that construction crews working at night direct any artificial lighting onto the work site in order to minimize "spill over" light or glare effects on adjacent areas.	During construction Include requirements in contract documents and monitor construction activities to insure compliance	Temporary Terminal A/E	Include in specs requirement that construction crews working at night direct any artificial lighting onto the work site in order to minimize "spill over" light or glare effects on adjacent areas	Confirm info in specs
110	VA 02	Assure that contractors make all efforts possible to minimize specific aesthetic and visual effects of construction identified by neighborhood businesses and residents.	During construction Include requirements in contract documents and monitor construction activities to insure compliance	Temporary Terminal A/E	Include in specs requirement that contractors make all efforts possible to minimize specific aesthetic and visual effects of construction identified by neighborhood businesses and residents	Confirm info in specs
111	VibC 01	Limit or prohibit use of construction techniques that create high vibration levels. At a minimum, processes such as pile driving would be prohibited at distances less than 250 feet from residences.	During preliminary engineering, final design and construction TJPA to ensure preliminary design, final design and contract documents preclude use of pile driving equipment within 250 feet of residences. Construction management and inspection will monitor contractors' activities to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW.	Temporary Terminal A/E	Vibration abatement requirements to be included in technical specs	Confirm info included in specs
112	VibC 02	Restrict procedures that contractors can use in vibration sensitive areas. (It is often possible to employ alternative techniques that create lower vibration levels. For example, unrestricted pile driving is one activity that has considerable potential for causing annoying vibration. Using the cast-in-drilled-hole piling method instead will eliminate most potential for vibration impact from the piling.)	During preliminary engineering, final design and construction TJPA to establish construction vibration design standards during final design. Include provisions in contract documents and monitor contractors' activities to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(1 of 3) Coordinate with CCSF departments with jurisdiction over activities	Confirm coordination with CCSF departments has occurred Confirm info included in specs
113	VibC 02	Restrict procedures that contractors can use in vibration sensitive areas. (It is often possible to employ alternative techniques that create lower vibration levels. For example, unrestricted pile driving is one activity that has considerable potential for causing annoying vibration. Using the cast-in-drilled-hole piling method instead will eliminate most potential for vibration impact from the piling.)	During preliminary engineering, final design and construction TJPA to establish construction vibration design standards during final design. Include provisions in contract documents and monitor contractors' activities to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(1 of 3) Coordinate with CCSF departments with jurisdiction over activities	Confirm coordination with CCSF departments has occurred Confirm info included in specs
114	VibC 02	Restrict procedures that contractors can use in vibration sensitive areas. (It is often possible to employ alternative techniques that create lower vibration levels. For example, unrestricted pile driving is one activity that has considerable potential for causing annoying vibration. Using the cast-in-drilled-hole piling method instead will eliminate most potential for vibration impact from the piling.)	During preliminary engineering, final design and construction TJPA to establish construction vibration design standards during final design. Include provisions in contract documents and monitor contractors' activities to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(1 of 3) Coordinate with CCSF departments with jurisdiction over activities	Confirm coordination with CCSF departments has occurred Confirm info included in specs
115	VibC 02	Restrict procedures that contractors can use in vibration sensitive areas. (It is often possible to employ alternative techniques that create lower vibration levels. For example, unrestricted pile driving is one activity that has considerable potential for causing annoying vibration. Using the cast-in-drilled-hole piling method instead will eliminate most potential for vibration impact from the piling.)	During preliminary engineering, final design and construction TJPA to establish construction vibration design standards during final design. Include provisions in contract documents and monitor contractors' activities to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(2 of 3) Establish construction vibration design standards during final design. Include provisions in contract documents.	Confirm coordination with CCSF departments has occurred Confirm info included in specs
116	VibC 02	Restrict procedures that contractors can use in vibration sensitive areas. (It is often possible to employ alternative techniques that create lower vibration levels. For example, unrestricted pile driving is one activity that has considerable potential for causing annoying vibration. Using the cast-in-drilled-hole piling method instead will eliminate most potential for vibration impact from the piling.)	During preliminary engineering, final design and construction TJPA to establish construction vibration design standards during final design. Include provisions in contract documents and monitor contractors' activities to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(2 of 3) Establish construction vibration design standards during final design. Include provisions in contract documents.	Confirm coordination with CCSF departments has occurred Confirm info included in specs

Item Number	Mitigation Measure Code	Mitigation Measure Description	Mitigation Schedule	Responsibility	Action	MonitoringAction
117	VibC 02	Restrict procedures that contractors can use in vibration sensitive areas. (It is often possible to employ alternative techniques that create lower vibration levels. For example, unrestricted pile driving is one activity that has considerable potential for causing annoying vibration. Using the cast-in-drilled-hole piling method instead will eliminate most potential for vibration impact from the piling.)	During preliminary engineering, final design and construction TJPA to establish construction vibration design standards during final design. Include provisions in contract documents and monitor contractors' activities to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(2 of 3) Establish construction vibration design standards during final design. Include provisions in contract documents.	Confirm coordination with CCSF departments has occurred Confirm info included in specs
118	VibC 02	Restrict procedures that contractors can use in vibration sensitive areas. (It is often possible to employ alternative techniques that create lower vibration levels. For example, unrestricted pile driving is one activity that has considerable potential for causing annoying vibration. Using the cast-in-drilled-hole piling method instead will eliminate most potential for vibration impact from the piling.)	During preliminary engineering, final design and construction TJPA to establish construction vibration design standards during final design. Include provisions in contract documents and monitor contractors' activities to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(3 of 3) Recommend procedures in specs	Confirm coordination with CCSF departments has occurred Confirm info included in specs
119	VibC 02	Restrict procedures that contractors can use in vibration sensitive areas. (It is often possible to employ alternative techniques that create lower vibration levels. For example, unrestricted pile driving is one activity that has considerable potential for causing annoying vibration. Using the cast-in-drilled-hole piling method instead will eliminate most potential for vibration impact from the piling.)	During preliminary engineering, final design and construction TJPA to establish construction vibration design standards during final design. Include provisions in contract documents and monitor contractors' activities to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(3 of 3) Recommend procedures in specs	Confirm coordination with CCSF departments has occurred Confirm info included in specs
120	VibC 02	Restrict procedures that contractors can use in vibration sensitive areas. (It is often possible to employ alternative techniques that create lower vibration levels. For example, unrestricted pile driving is one activity that has considerable potential for causing annoying vibration. Using the cast-in-drilled-hole piling method instead will eliminate most potential for vibration impact from the piling.)	During preliminary engineering, final design and construction TJPA to establish construction vibration design standards during final design. Include provisions in contract documents and monitor contractors' activities to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(3 of 3) Recommend procedures in specs	Confirm coordination with CCSF departments has occurred Confirm info included in specs
121	VibC 03	Require vibration monitoring during vibration intensive activities.	During construction TJPA to include provisions for vibration monitoring in construction contract documents or perform monitoring under a separate contract. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	Vibration abatement requirements to be included in technical specs	Confirm info included in specs
122	VibC 04	Restrict the hours of vibration intensive activities such as pile driving to weekdays during daytime hours.	During design and construction TJPA to include provisions in contract documents and monitor contractors' activities to insure compliance	Temporary Terminal A/E	Vibration abatement requirements to be included in technical specs	Confirm info included in specs
123	VibC 05	Investigate alternative construction methods and practices to reduce the impacts in coordination with the construction contractor if resident annoyance from vibration becomes a problem.	During final design and during construction TJPA to include provisions in contract documents and monitor contractors' activities to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(1 of 2) Identify alternative construction techniques	Confirm info included in specs
124	VibC 05	Investigate alternative construction methods and practices to reduce the impacts in coordination with the construction contractor if resident annoyance from vibration becomes a problem.	During final design and during construction TJPA to include provisions in contract documents and monitor contractors' activities to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(2 of 2) Alternative construction techniques, as necessary, to be included in technical specs	Confirm info included in specs
125	VibC 06	Include specific limits, practices and monitoring and reporting procedures for the use of controlled detonation. Control and monitor use of controlled detonation to avoid damage to existing structures. Include specific limits, practices, and monitoring and reporting procedures within contract documents to ensure that such construction methods, if used, would not exceed safety criteria.	During final design and during construction TJPA to establish detailed limits, practices, and monitoring program for controlled detonation during final design. Include provisions in contract documents and monitor contractors' activities to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(1 of 2) Prepare acoustics report	Confirm info included in specs
126	VibC 06	Include specific limits, practices and monitoring and reporting procedures for the use of controlled detonation. Control and monitor use of controlled detonation to avoid damage to existing structures. Include specific limits, practices, and monitoring and reporting procedures within contract documents to ensure that such construction methods, if used, would not exceed safety criteria.	During final design and during construction TJPA to establish detailed limits, practices, and monitoring program for controlled detonation during final design. Include provisions in contract documents and monitor contractors' activities to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW	Temporary Terminal A/E	(2 of 2) Include vibration abatement requirements in technical specs	Confirm info included in specs

APPENDIX D

REPORT PREPARATION GUIDELINES

2.10.1 PURPOSE

The purpose of this procedure is to provide uniform format and organizational standards for preparation of reports and procedures for the Transbay Transit Center Program. Format and organizational consistency will facilitate reviews and incorporation of individual reports into comprehensive documents. Establishing standards for report format and organization also simplifies the reporting process by helping report writers understand the expected content of a report.

2.10.2 SCOPE

This procedure applies to all program and project reports, as well as all program procedures for the Transbay Transit Center Program. Procedures define the way various tasks are approached. Following established procedures helps to ensure these tasks are completed in a consistent fashion and in accordance with contract requirements. Reports serve as management tools for decision making and provide a permanent record of key events throughout the life of the Program. Reports are an essential component of the deliverables and must be internally reviewed prior to draft submission to the Transbay Joint Powers Authority (TJPA). Internal review of reports and procedures shall be conducted in accordance with the procedures outlined in Procedure 2.2, Internal Reviews.

2.10.3 RESPONSIBILITIES

2.10.3.1 Deliverable Author

The Deliverable Author is responsible for ensuring that the report being prepared conforms to these guidelines.

2.10.3.2 Deliverable Manager

The Deliverable Manager oversees the deliverable preparation, coordinates multiple Deliverable Authors and manages the internal review process to ensure the deliverable is completed on schedule.

2.10.4 REFERENCES

Transbay Transit Center Program Procedures Manual, Section 2.2, Internal Reviews

2.10.5 PROCEDURES RELATED TO FORMAT

The objective of this procedure is to ensure consistency of format between the various reports that will be generated during the course of the Program. Adhering to a consistent format will simplify preparation and review of reports.

Proper formatting of a report requires the author to consider a number of factors including font selection, page layout, use of titles to delineate sections and subsections, section numbering and indentation, headers and footers, pagination, and version control.

2.10.5.1 Software Selection

Appropriate software selection ensures all Program participants can exchange electronic files and view documents electronically. With the exception of reports that are software dependent, all reports for this program shall be written in Microsoft Word and spreadsheets shall be prepared using Microsoft Excel. Flow charts for procedures shall be prepared using Visio. If Visio is unavailable, flow charts may be developed in Microsoft Project. Pictures and figures in electronic files should be in JPEG (*.jpg) or Adobe Acrobat (*.pdf) formats to minimize the size of the electronic files.

2.10.5.2 Page Layout

Page layout is important because it facilitates the reader's ability to comprehend the topic and the intent of the author. Pages which are poorly laid out can often be difficult to read, distracting the reader from the content of the report. Although there may be some variation depending on the type of report, the following features shall be standard:

1. The standard font for the Program is Arial, 11 point which should be used for all text and headings. For example, tables may require a reduced size font in order to fit all the necessary information.
2. Margins shall be 1" on all sides, including accommodation in the top and bottom margins for the header and footer. The header shall be 0.5" from the top and the footer shall be 0.3" from the bottom.
3. All text will be left justified to ensure readability. Within tables, however, it may be necessary to right justify numbers or center headings.
4. To avoid excessive white space on documents, tabs shall be set at 0.25".
5. Sections and subsections will be clearly delineated using titles as defined in Section 2.10.5.3.
6. A blank line shall follow each title before beginning the text.
7. Text associated with a particular title shall be indented in accordance with the title.
8. All documents will employ widow/orphan controls. The complete text of any section shall, in no case, be separated from its title nor shall a single line of text be separated from the rest of the paragraph across pages.
9. Standard headers and footers will be used on all pages except report cover pages or sample pages such as forms. These are described in Section 2.10.5.7.
10. Page numbers will be used on all pages except report cover pages. Page numbering will be inserted as described in Section 2.10.5.8.
11. Version control will be employed as described in Section 2.10.5.10.
12. Use of footnotes and endnotes shall be minimized and shall follow the procedure described in Section 2.10.6.10.
13. Use of font emphasis such as underlining, **bold font** and *italics* should be minimized and follow the procedure described in Section 2.10.5.9.
14. Drafts for internal review should be double spaced for ease of editing. The Final Draft sent to the TJPAA should be single spaced.

It is anticipated that report templates will be developed, enabling report authors to easily conform the report to established formats.

2.10.5.3 Use of Titles to Delineate Sections and Major Topics

Most reports require delineation of sections. Primary section titles will be in bold typeface, uppercase letters, and shall be left justified. Subsection titles will be in bold typeface, first letters capitalized, and shall be left justified. Both primary and sub-section titles will use an Arial, 11 point font.

Primary sections are the major elements of the report or procedure. Procedures will contain at least five sections. The first four shall include *Purpose, Scope, Responsibilities, and References*. The remaining primary sections and their titles shall be dictated by the content of the particular procedure.

Reports shall contain a minimum of four primary sections. Three of these primary sections shall be entitled *Executive Summary, Introduction, and Conclusions & Recommendations*. Between the Introduction and the Conclusions & Recommendations section is the body of the report. This primary section will be named with a title appropriate to the particular topic. There may be more than one primary section within the body of a report. For example, in a report that examines Cut-and-Cover vs. TBM tunneling methodologies, there will likely be a primary section for each of these methodologies.

Within the primary sections, there will likely be a need to include subsections. For example, in a report about Design Management, there may be a secondary subsection regarding CADD standards. Secondary subsection may be divided into tertiary subsections, as necessary.

2.10.5.4 Section Numbering

Sections and Subsections will be easily identifiable by the numbering scheme and the level of indentation. Primary Report Sections are numbered consecutively 1, 2, 3, 4, etc. Secondary subsections will be labeled 1.1, 1.2, 1.3, 1.4, etc. Tertiary subsections will be labeled 1.1.1, 1.1.2, 1.1.3, 1.1.4, etc. Use of more than three subsection levels shall be avoided. If additional levels are required, use bullets or consider adjusting the levels to adhere to the maximum of three subsections.

When part of a larger document, such as the Program Procedures Manual or a comprehensive report, the numbering scheme described above is preceded by the number established in the Table of Contents of the larger document. For example, these Report Preparation Guidelines have been designated Section 2.10 of the Transbay Program Procedures Manual. Therefore, the current section is, in effect, primary section 5, subsection 4 (Section 5.4) but is numbered 2.10.5.4 to avoid any ambiguity.

2.10.5.5 Section Indenting

Primary Sections are not indented. Secondary sections are indented one tab, using hanging indents, so that the entire text of the subsection is indented. Each lower level subsection will be indented one additional tab.

2.10.5.6 Lists

Sometimes it is necessary to make a list within the body of the report. In these cases, the list shall be indented one tab further than the text and numbered *independently* of the report numbering scheme. Short lists can be denoted with bullets, as described in the following paragraph. For an example of a numbered list, please refer to the list in section 2.10.5.2.

When developing lists, it is important to avoid using bullets for long lists as bullets complicate the review process by making it more difficult to link reviewer comments to a particular section of text. Therefore, avoid lists of more than six bullets and use numbers or letters instead. For a bulleted list, see Section 2.10.6.4.

2.10.5.7 Headers and Footers

Everything in the header will be uppercase and bold Arial, 11 point. The left portion of the header will contain the Program Name, and, if part of a larger document such as the Program Procedures Manual, the name of the main document. These items will be left justified. The Report Title will be right justified within the right portion of the header. Occasionally a title may be too long to use the 11 point font. In such cases, a title may be abbreviated or a smaller font used. When abbreviating, it is important to ensure the abbreviation is comprehensible.

All text, except the URS name, in the footers will use an Arial, 8 point font. The left portion will contain the team name, (URS with partner reference), as shown in the footer for this report. The center portion will contain the page number and the number of total pages as described in section 2.10.5.8. The right portion of the footer will denote a draft or final version along with the date as described in Section 2.10.5.10.

2.10.5.8 Pagination

All report pages shall be numbered using the convention “Page x of y”, where x is the page number and y is the total number of pages. This can be accomplished automatically by using the command View/Header and Footer and then selecting the icon with the pound sign for page number and the icon with the double plus sign for the page numbers.

Numbering formats for the different sections of the report will be as follows:

- Table of contents page(s) and any other inserts preceding the Executive Summary shall be page numbered using lower case roman numerals (Examples: Page i of i, Page ii of vii).
- Report pages will be numbered consecutively, beginning with page 1 for the Executive Summary. Reports with multiple sections may be numbered with the primary section number preceding the page number (Examples: Page 3 of 54; Page 6-5 of 7)
- Appendices will be number independently and will be preceded by the letter of the particular Appendix. (Examples: Page A-1 of 3; Page C-6 of 6)
- Attachments to a Section of the report will be denoted using small letters and not have page numbers. Any attachment longer than two pages is probably more appropriately an appendix.

2.10.5.9 Text Emphasis

Using various styles to emphasize a particular element or topic in the text can be extremely useful in drawing the reader's attention to critical information. However, in order to maintain the impact associated with underlining, **bolding** or *italicizing*, use of such styles should be limited to those areas which truly merit the emphasis. Frequent use of these styles reduces their impact, causing the reader to perceive all information to be of equal weight. Additionally, doubling up on the use of these styles, such as **bold underlining**, can undermine the value of the style and shall be avoided.

2.10.5.10 Version Control

It is critical to include the correct version of the report because new versions will contain substantive changes. This information will be shown in the right side of the footer. It should state "Draft," "For Approval" or "Approved" and revision number or letter. Draft revisions will be designated by letter, while revisions of approved documents will be designated by number starting with Rev. 0. This designation will be followed by the date it was last edited, using the format in the following examples. "Draft, Rev B, 09MAR05," "For Approval, Rev. 0, 12APR05," "Approved, Rev. 0, 12APR05" or "Approved, Rev. 2, 09JUN05." Documents sent to the TJPA for approval should use "For Approval, Rev. 0." Please note it is important to avoid use of the automatic date function as that will cause the date to be changed every time the document is printed. Authors should manually go into the footer and adjust the date whenever changes are made to the document.

2.10.6 PROCEDURES RELATED TO REPORT ORGANIZATION

All reports shall follow the same organizational standard. There shall be a report cover, table of contents, executive summary, introduction, report body and in most cases, conclusions or recommendations. The body of the report is subject to the most variation, because the content of this section will be driven by the type and nature of the report, as well as its required content.

2.10.6.1 Report Cover

The Report Cover will include the name of the report, author(s), date, version, and the team name or logo, (similar to the team name shown in the footer, below). The report title text should be all capitals Arial, 28 point, while the authors, team name, date, and revision should be Arial 18 point with first letters capitalized. The Team Logo may be inserted between the title and the remainder of the title page information. No headers, footers, or page numbers are to be placed on the title page. The text on the title page shall be center justified and the page will be centered from top to bottom.

Final reports will be bound. The method of binding will depend on the size of the report. Smaller reports can be secured using comb bindings, while large reports may require 3 ring binders. Draft reports will be printed on regular paper and stapled or held together with a binder clip. [We plan to standardize the paper selection and a color scheme for each of the program teams.]

2.10.6.2 Table of Contents

All reports will have a table of contents unless the report is extremely brief. A table of contents can be easily created in Microsoft Word by navigating to Insert/Reference/Index and Tables. [DO NOT USE THIS AUTOMATED TOC FORMAT – EXCEPT FOR DOCS LESS THAN 50 PAGES] Then select the Table of Contents tab and use the default settings. Page numbering is defined in Section 2.10.5.8.

2.10.6.3 Section 1: Executive Summary

Section 1 of each report will be an Executive Summary, briefly explaining what the report contains. If there are specific recommendations or conclusions made in the report, those should be stated, in brief. If the report presents technical information, such as geotechnical borings and logs, use this section to summarize the findings of the report and identify related documents. This section should be extremely concise, in no case exceeding a single page. It is not necessary or desirable to rewrite the report in this section, but rather to give the reader a general understanding of what the report covers as well as to highlight a few important points or conclusions. The first page of the executive summary is page 1 of the report, and will be numbered in accordance with Section 2.10.5.8.

2.10.6.4 Section 2: Introduction

Section 2 of each report is an introduction, containing at least three subheadings as follows:

- **Purpose and Scope** - This subsection briefly identifies the purpose and scope of the report. This subsection must also identify the URS Annual Work Plan subtask(s) number and shall state the deliverable description(s).
- **Background** – This subsection describes the overall background or history behind the issue(s) and / or technical problem(s).
- **Methodology** – This subsection identifies the author or authors of the report and summarizes the methodology by which the report was prepared.

2.10.6.5 Section 3: Body of the Report, Including Exhibits

This section will be tailored to the specific content identified in the deliverable definition. Reports addressing a technical issue or problem shall include several specific subsections described below to clearly document how each conclusion and/or recommendation was reached.

In the initial subsection, the individual **issue** shall be identified, and explained. This will be followed by a subsection describing the **requirements and criteria** established for evaluation of that issue. The next section will provide a comprehensive **analysis** of the issue, including methodologies employed and those rejected. The final sub-section shall state the **conclusions and recommendations**. Titles for subsections should be selected carefully to ensure they clearly identify the topic being discussed in that subsection.

When there is more than one technical issue or problem, each should be treated separately. To the extent practical, each technical issue or problem should be analyzed within one subsection. Multiple conclusions and recommendations should be summarized in the final section of the report: “Conclusions and Recommendations.”

2.10.6.6 Section 4: Conclusions and Recommendations

The need for this section will be dependent on the type of report. If the conclusions or recommendation can be adequately described the executive summary, this section may be omitted. Often however, it will be necessary to provide further explanation of the conclusions or recommendations. This can be accomplished in this final section of the report. Please note that if there is more than one primary section in the report body, the section number for the Conclusions and Recommendations section will be augmented accordingly.

In addition to the text, a report may well include various exhibits such as tables, figures, references, appendices, or any combination thereof. In order to provide clear reference to this supporting documentation, it is important that everything be numbered appropriately as described in subsections 2.10.6.7 through 2.10.6.12 below.

2.10.6.7 Tables

Tables should be numbered sequentially within each section using the Insert/Reference/Caption command. Table numbering will start with the appropriate section number followed by the sequential number of the table with that section. For example, the third table in Section 2 shall be labeled Table 2.3.

Tables which do not exceed two pages will be included in the body of the report. Tables over this size should be included as an Appendix and referenced in the text. Although the size of the table can be a factor, it is preferable that tables do not break across pages. The content of a particular table may, however, require carry-over to an additional page. Once the report text is complete, the author shall check to ensure complete tables are displayed on a single page, whenever possible. A sample table is shown below.

Table Example (Title)			
Row Heading	Column Heading	Column Heading	Column Heading

Table 2.1, Table Example

2.10.6.8 Figures

Similar to tables, figures will be included in the body of the report and numbered sequentially within the section using the Insert/Reference/Caption command. Figures will be numbered starting with the appropriate section number followed by the sequential number of the figure within that section. Thus the first figure in Section 3 would be labeled Figure 3.1 as shown in the example on the following page:



Figure 3.1, Figure Example (Title)

It is rarely, if ever, appropriate or even possible to break a figure across pages. Therefore, it is important to review placement of the figure within the document to ensure that there is sufficient space on the appropriate page. If possible, any text references to the exhibit should be identified on the same page or on the facing page.

2.10.6.9 References

It is important to identify all references used to prepare a report. Such identification both properly credits and enables the reader to refer to the source documentation if necessary. References shall be listed in an appendix at the end of the report. If one or more of the references are actually included with the report they should be separate appendices.

2.10.6.10 Footnotes or Endnotes

Particularly in technical reports, it may be necessary to provide footnotes or endnotes to refer the reader to sources or additional information or simply to provide explanation that is beyond the scope of the report. To create a footnote¹ or endnote, use the Insert/Footnote command. When selecting whether to use footnotes or endnotes, generally, if there are to be multiple or lengthy notes, it is preferable to include them as endnotes. Otherwise, a simple footnote is fine.

2.10.6.11 Appendices

Appendices include additional supporting information or documentation for a report. These are placed at the end of the report and labeled Appendix A, Appendix B, etc., using the Insert/Reference/Caption command. Typical appendices include references, large charts, graphs or tables, forms, checklists, templates, and sample reports. If there are multiple appendices, it may be appropriate to add a numeric ahead of the number to clarify what section it is associated with. For example, appendices for Section 3 of a report would be called Appendix 3-A, Appendix 3-B etc. Each Appendix will begin on a new page which shall be numbered independently as described in Section 2.10.5.8.

¹ This is a footnote

2.10.6.12 Supplements to Reports

Occasionally, it is necessary to submit a supplement to a report. This may occur when new, revised or delayed information becomes available after a report has been published. If the report is relatively small and has not been widely distributed, it is preferable to reprint and reissue the report. However, in the case of extremely large or widely distributed reports, it may be more expeditious and economical to issue a supplement. However, use of supplemental reports can cause confusion, because in essence, they are revisions that would be better incorporated in the original report. In addition, particularly when the report recipients have shared the report with others, all parties may not receive supplement. Therefore, every effort should be made to include all necessary information within the body of the report.

– End of Section –

APPENDIX E

3D CADD GUIDELINES

7.3.1 PURPOSE

The purpose of this procedure is to establish responsibilities of program and project level participants related to 3D CADD models and to establish guidelines for 3D CADD model development and use.

7.3.2 SCOPE

This procedure covers the use of dimensionally accurate 3D CADD models during various phases of the Program. It includes procedures and guidelines to be used by project and program level participants to maximize the effectiveness of those models in facilitating design and construction. Additional procedures related to the use of the models during the construction phase and to support operations and maintenance of the facility will be defined in subsequent guidelines.

7.3.3 REFERENCES

Not used.

7.3.4 RESPONSIBILITIES

The key responsibilities of Program participants are listed below. This guideline focuses on the use of 3D CADD models during the design phases.

The Transbay Joint Power Authority has retained URS, in association with Hatch Mott MacDonald and EPC Consultants, Inc. as the Program Management/Project Controls Consultant for the Transbay Terminal.

The URS Team includes the Program Manager, Project Managers for the Terminal Projects and the Downtown Rail Extension (DTX) Project and Program CADD Manager.

7.3.4.1 Program Manager

The Program Manager is responsible for directing the effort to establish and maintain the Program 3D CADD Database including:

- Establishing the database.
- Establishing guidelines for Project Teams
- Implementing the Program 3D CADD Database
- Maintaining the Program 3D CADD Database
- Identifying coordination and interface problems in models received from projects
- Confirming that problems identified have been corrected.

7.3.4.2 Project Managers and Design Managers

Project Managers and Design Managers are responsible for:

- Making sure that design teams provide 3D CADD data in an approved manner consistent with their contracts and these guidelines.
- Assisting in resolving coordination and interface issues identified when CADD information is submitted to the program.

7.3.4.3 Program CADD Manager

The Program CADD Manager is responsible for:

- Downloading, reviewing and integrating 3D CADD models from projects to create and update the program 3D CADD model.
- Identifying problems related to coordination and interfaces between projects and notify the project teams involved.
- Meet with key individuals from Project Teams to explain problems.
- Reviewing corrections to models to address problems previously identified
- Uploading the integrated 3D CADD Model at various intervals

7.3.4.4 Design Team

Design Teams are responsible for:

- Selecting and utilizing 2D or 3D CADD software and applications, which can be successfully integrated into the Program 3D CADD model.
- Creating a dimensionally accurate 3D CADD model
- Performing “clash” checks and coordinating between disciplines prior to submitting CADD data.
- Confirming interfaces are fully resolved with adjoining projects prior to submitting CADD data.
- Resolving all coordination and interface problems on project.
- Submitting 3D CADD Models at established intervals.
- Submitting 2D DWGs and supporting documentation as required.

7.3.5 PROCEDURES

The following procedures apply to all Transbay Terminal Program teams preparing CADD deliverables.

7.3.5.1 Functions where use of 3D CADD Models are encouraged

Whenever possible design teams are encouraged to utilize the 3D CADD models to perform those functions which can be done more efficiently by the 3D CADD model than by use of 2D CADD. These functions include:

- Visualization of alternative design proposals
- Shadow studies, if appropriate to the project
- Energy efficiency calculations to confirm energy use and test alternative solutions
- Quantity take offs for estimating construction costs.

7.3.5.2 Functions which must be performed by the 3D CADD model

The following functions must be performed by using the 3D CADD model:

- “Clash” detection within a project
- Coordination between disciplines within a project
- Construction coordination, including review and integration of submittals for major building systems to identify “clashes” in proposed systems from subcontractors. This may include 3D modeling from submitted shop drawings
- Building Operations. All 3D CADD model must be capable of containing the detailed information associated with each product or component if the Authority elects to add this level of information to the model to facilitate its use in operation and/or maintenance of the completed facility.

7.3.5.3 Software and Applications

Software selection is important to ensure all Program participants can exchange and view 3D files. Every team using 3D CADD must have Navisworks Roamer and Publisher for the integration, viewing and clash detection of the various 3D models. Microsoft Excel should be used for variance reporting. NavisWorks allows real time viewing of virtually any size model on almost any PC and imports most file formats.

30 days prior to the first CADD deliverable, each Design Team must submit a **“test model”** which contains the color codes for all systems and disciplines. These models will be combined to confirm continuity of colors and liens between models. Subsequent design teams will be required to use the same color system after a successful **“test model”** has been adopted by the Program. All subsequent teams must use the adopted colors and lines.

7.3.5.4 Common Datum Points, Grids and Alignments

All 3D and 2D models use the vertical and horizontal datum points established for the Program, including horizontal grid alignment and project orientation to ensure that models “fit” when they are integrated into the Program model.

7.3.5.5 File Management/ File Names

7.3.5.5.1 File Management

Prior to developing a 3D CADD Model, each team must establish its file management method and coordinate this method with any other 3D CADD Model which will contact their model when integrated into the Program Model. Interface planes (both horizontal and vertical) must also be coordinated internally with the design team and between adjoining projects. Each design team must submit a narrative describing file management and agreed interface planes with the first CADD deliverable.

7.3.5.5.2 File Names

File names must start with the abbreviations established for the Project in the Work Breakdown Structure, followed by a letter to indicate the discipline and then the sheet number. Each team must agree on file names and coordinate with teams designing adjoining projects to use common names for levels which are common to both projects. Submit a coordinated list of file names and an explanation of the content of each file with the first CADD deliverable. The Program CADD Manager will set up a file naming convention or attachment that defines the last date of drawings used to produce the submitted models. So for the Architectural model, for example, the date of both the architectural drawing set and structural drawing set used must be submitted.

7.3.5.6 Attributes of Project 3D CADD Models

3D CADD Models submitted by Projects will need to have the following attributes:

- Dimensionally accurate
- The amount of detail required for each element will depend on the complexity of the element design, the value of modeling any given detail for the resolution of design/ coordination issues and the necessity of including the detail for visualization purposes.
- The level of detail will vary by phases of design, however, the spatial requirements of each system or component of the project must be included in every model to establish the “trace” or “zone” needed within the envelope and confirm that all necessary elements fit without conflicts.
- Use common color codes to represent disciplines or systems which occur in other projects so that the models can be viewed together as a single Program model.

7.3.5.7 Special Attributes of 3D CADD Models for Various Systems

All design teams should anticipate the use of the 3D CADD Model to assist in the manufacturing or fabrication of elements of the Work during the construction phase. Models should be developed so that this capacity can be utilized as a means to reduce submittal preparation costs to sub-contractors, since this savings will accrue to the Authority.

7.3.5.8 Coordination by Design Team

Prior to submittal to the Program, design teams must complete the following steps to insure that disciplines are coordinated and that there are no unresolved “clashes” or “gaps” by:

- Integrating all available 3D models into a single unified model
- Viewing the unified model in detail by means of horizontal and vertical cross sections taken systematically and consistently through the model.
- Redlining the areas of concern.
- Saving views of problem areas in a view list.
- Taking snapshots of the problem areas to incorporate into a “variance” list.
- Filling in the spreadsheet format provided for “variances” and upload to prolog.
- Uploading redlined 3D Model to prolog
- Conducting a “variance” meeting with other disciplines to resolve issues
- Correcting 3D model and rechecking unified model

7.3.5.8 Coordination by Design Team

7.3.5.9.1

2D Files will be uploaded to Prolog on a regular basis and accessible to all disciplines.

Determine certain rules to simplify the use of 2D drawings for everyone so that there is no duplication of effort in making the drawings usable.

This may include:

- providing “bound” 2D background files.
- making sure that clouding of revisions is used consistently and clouding from previous drawing issues removed.
- all clouded revisions are described by and associated narrative
- all files use a common reference point, grid and alignment

7.3.5.9.2

3D CADD Files should be uploaded to Prolog every 1st and 3rd Friday of each month from a start date that will be determined by URS/Client based on reasonable progress of the design. Access to these models will be provided for all downloading and coordination.

APPENDIX F

ATTACHMENTS

- 1 RFP General Conditions**
- 2 Model Professional Services Agreement**
- 3A Contract Price Breakdown By Phase**
- 3B Contract Price Breakdown**
- 4A Certification Regarding Debarment, Suspension, and Other Responsibility Matters**
- 4B Certification Regarding Lobbying**
- 7A Disadvantaged Business Enterprise Program Requirements, Caltrans Exhibit 10-I**
- 7B Disadvantaged Business Enterprise Program Requirements, Caltrans Exhibit 10-J**
- 7C**
 - Bidders/Proposers Information Request Form**
 - Summary of Payment Form**
 - Subcontractor Payment Declaration**
 - Final Expenditure Report**
- 8 Request For Proposals Announcement**

**ATTACHMENT 1
RFP GENERAL CONDITIONS**

A. Consultant Offices

There is no restriction on where the consultant firm is headquartered. However, assigned staff must work out of offices within the nine-county San Francisco Bay Area (i.e., the counties of San Francisco, Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma) and be able to reach Authority offices in a reasonable amount of time when work is needed. The Authority will not reimburse consultant for the costs of business travel.

B. Errors and Omissions in RFP

Respondents are responsible for reviewing all portions of this Request for Proposals (RFP). Respondents are to promptly notify the Executive Director of the Transbay Joint Powers Authority (Authority), in writing, if the Respondent discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Executive Director promptly after discovery, but in no event later than five (5) working days prior to the date for receipt of proposals. Any modifications or clarifications of this RFP will be made by addenda as provided below.

C. Objections to RFP Terms

Should a Respondent object on any grounds to any provision or legal requirement set forth in this RFP, the Respondent must, not more than ten (10) working days after the RFP is issued, provide written notice to the Executive Director of the Authority setting forth with specificity the grounds for the objection. Failure by a Respondent to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Addenda to RFP

The Authority may modify the RFP, prior to the proposal due date, by posting addenda on the Authority's website (www.TransbayCenter.org). For parties who requested a hard copy of the RFP by regular mail, addenda may be sent to them via regular, first class U.S. mail. For firms registered on the Authority's website to receive notice of addenda, the Authority will make reasonable efforts to notify potential Respondents in a timely manner of the posting of addenda on the website. In either case, the last known address of each firm listed with the Authority will be used.

All parties, regardless of how they obtained the RFP, are solely responsible for ensuring receipt of any and all addenda. All parties are responsible for ensuring that their Proposals reflect any and all addenda issued by the Authority prior to the proposal due date regardless of when the proposal is submitted and should therefore check the website before submitting their Proposals to ensure receipt of all addenda, and to ensure their qualifications respond to any such addenda. The Respondent can telephone the Authority before submitting its proposal to determine if the Respondent is aware of all addenda.

E. Term of Proposal

By signing and submitting a proposal, each Respondent certifies that the proposed services and terms are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Proposal

A Respondent may revise its Proposal on the Respondent's own initiative at any time before the deadline for submission of proposals. The Respondent must submit any revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any Respondent.

G. Errors and Omissions in Proposal

Failure by the Authority to object to an error, omission, or deviation in a proposal will in no way modify the RFP or excuse the Respondent from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

H. Financial Responsibility

The Authority accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions to the Authority under this RFP will become the property of the Authority and may be used by the Authority in any way deemed appropriate.

I. Public Disclosure

Contractors' bids, responses to RFPs, and all other records of communications between the Authority 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.

J. Public Access to Meetings and Records

If a Respondent is a non-profit entity that receives a cumulative total per year of at least \$250,000 in Authority funds or Authority-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Respondent must comply with Chapter 12L. The Respondent must include in its Proposal (a) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Respondent's meetings and records, and (b) a summary of all complaints concerning the Respondent's compliance with Chapter 12L that were filed with the City and County of San Francisco (City) in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Respondent shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Respondent's Chapter 12L submissions shall be grounds for

rejection of the proposal and/or termination of any subsequent agreement reached on the basis of the proposal.

K. Certification Regarding Lobbying

All Respondents are required to include in their Proposal packages the standard federal certification form regarding lobbying as set forth in the RFP, Attachment 4B (Appendix F).

L. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

A contract awarded under this RFP is a covered transaction for the purposes of complying with 49 CFR Part 29. The contractor is required to verify that none of the contractors, principals, as defined in 49 CFR 29.995, or affiliates, as defined in 49 CFR 29.905, are excluded or disqualified, as defined in 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Authority. If it is later determined that the Respondent knowingly rendered an erroneous certification, in addition to remedies available to the Authority, the Federal Government may pursue available remedies, including but not limited to, suspension and/or debarment. The Respondent agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By signing and submitting its Proposal, the Respondent also certifies to the Authority that the Respondent has not paid, nor agreed to pay, and will not pay or agree to pay, any fee or commission, or any other thing of value contingent on the award of a contract to any Authority employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the Authority.

M. Reservations of Rights by the Authority

The issuance of this RFP does not constitute an agreement by the Authority that any contract will actually be entered into by the Authority. The Authority expressly reserves the right at any time to do the following:

- waive or correct any defect or informality in any response, proposal, or proposal procedure, as determined by the Authority in its sole discretion
- reject any or all proposals, without indicating any reason for such rejection
- reissue an RFP
- prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals
- request that one or more Respondents clarify, supplement or modify the information submitted

- extend deadlines for accepting responses, request amendments to responses after the expiration of deadlines, or negotiate or approve final agreements
- during negotiation, expand or limit the scope of the proposed Services, including adding or deleting properties, increasing or decreasing contract amounts
- if negotiations with a selected Respondent fail to proceed to the reasonable satisfaction of the Authority, at the Authority's sole and absolute discretion, negotiate with and enter into a contract with another Respondent, or begin the selection process anew
- consider any information about any Respondent that is not expressly contained in Respondent's response
- procure any materials, equipment or services specified in this RFP by any other means
- determine that no program will be pursued

N. No Waiver

No waiver by the Authority of any provision of this RFP shall be implied from any failure by the Authority to recognize or take action on account of any failure by a Respondent to observe any provision of this RFP.

O. Applicability of City Contracting Provisions

Under Section 6509 of the Government Code, the Authority is subject to the same restrictions on its powers as those which are applicable to an entity designated in the Joint Exercise of Powers Agreement. The City has been designated as the administrator of the Authority in the Joint Exercise of Powers Agreement. Respondents must comply with the San Francisco ordinances applicable to contracts and procurement that are referenced in this RFP and attached documents.

P. Restrictions on Campaign Contributions to Elected Officials

Certain members of the Authority Board are elected officials. Respondents shall declare whether they have made a campaign contribution to any such elected official, or committee controlled by such elected official, at any time between the commencement of negotiations and either the completion of, or the termination of, negotiations for a contract pursuant to this RFP. This includes contributions to the following:

- the official's re-election campaign
- a candidate for that officer's office
- a committee controlled by the official or candidate

Respondents shall be disqualified from participation in this RFP on the sole discretion of the Authority as guided by rule and policies of Section 1.126 of the San Francisco Campaign and Governmental Code (substituting references to the City and County of San Francisco in such section with the Authority, as applicable).

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a Respondent approaches any Authority officer or employee about this RFP, or an Authority officer or employee initiates communication with a potential Respondent about a contract. The negotiation period ends when a contract is awarded or not awarded to the Respondent. Inquiries for information, requests for documents relating to this RFP, and requests to be placed on a mailing list do not constitute negotiations.

[Violation of Section 1.126 may result in the following criminal, civil, or administrative

penalties:

- a) Criminal. Any person who knowingly or willfully violates Section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- b) Civil. Any person who intentionally or negligently violates Section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
- c) Administrative. Any person who intentionally or negligently violates Section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.]

For further information, Respondents should contact the San Francisco Ethics Commission at (415) 581-2300.

Q. No Representations or Warranties by the Authority

The information presented in this RFP and in any report or other information provided by the Authority to Respondents is provided solely for the convenience of the interested parties. It is the sole responsibility of interested parties to assure themselves that the information contained in this RFP or other documents is accurate and complete. No representations, assurances, or warranties pertaining to the accuracy of such information are or will be provided by the Authority or its advisors.

R. No Conflict of Interest

The Authority shall disqualify any respondent to this RFP that has a conflict of interest under Section C8.105 of the San Francisco Charter, Government Code Section 1090, et. seq., the Political Reform Act (Government Code Section 87100 et. seq.), or any other applicable conflict of interest laws. Any false, incomplete, or otherwise unresponsive statements made in connection with a Proposal may be cause for its disqualification at the Authority's sole discretion.

ATTACHMENT 2

MODEL PROFESSIONAL SERVICES AGREEMENT
(TO BE ISSUED UNDER SEPARATE COVER
AT A FUTURE DATE)

ATTACHMENT 3

CONTRACT PRICE BREAKDOWN

ATTACHMENT 3A

CONTRACT PRICE BREAKDOWN BY PHASE

Download form in [Microsoft Word](#) or [PDF format](#) at
<http://www.transbaycenter.org/TransBay/content.aspx?id=425>

Respondent:

Position	Schematic Design	Design Development	Estimated Hours		Construction Administration	Warranty	Total Hours	Base+OH Rate per Hour	Total Cost
			Construction Documents	Construction Bid					
Title of Position 1							0		0
Title of Position 2							0		0
Title of Position 3							0		0
Title of Position 4							0		0
Title of Position 5							0		0
Title of Position 6							0		0
Title of Position 7							0		0
Title of Position 8							0		0
Title of Position 9							0		0
Title of Position 10							0		0
Subtotal	0	0	0	0	0	0	0		\$0
Fixed Fee									
Other Direct Costs									
Total Costs and Fee									\$0

ATTACHMENT 3B

CONTRACT PRICE BREAKDOWN

Download form in [Microsoft Word](#) or [PDF format](#) at
<http://www.transbaycenter.org/TransBay/content.aspx?id=425>

Respondent:				
Costs for All Phases				
Detail Description of Cost Elements				
1. Direct Labor	Estimated Hours	Rate/Hour	Estimated Cost	
Title of Position 1		\$	\$	
Title of Position 2		\$	\$	
Title of Position 3		\$	\$	
Title of Position 4		\$	\$	
Title of Position 5		\$	\$	
Title of Position 6		\$	\$	
Title of Position 7		\$	\$	
Title of Position 8		\$	\$	
Title of Position 9		\$	\$	
Title of Position 10		\$	\$	
Total Direct Labor				\$
2. Labor Overhead	O.H. Rate	x Base =	Estimated Cost	
Title of Position 1		\$	\$	
Title of Position 2		\$	\$	
Title of Position 3		\$	\$	
Title of Position 4		\$	\$	
Title of Position 5		\$	\$	
Title of Position 6		\$	\$	
Title of Position 7		\$	\$	
Title of Position 8		\$	\$	
Title of Position 9		\$	\$	
Title of Position 10		\$	\$	
Total Labor Overhead				\$
		Total Direct Labor and OH		\$
3. Fixed Fee				\$
4. Other Direct Costs				\$
5. Total		Total Costs and Fee		\$
Notes:				
1. Other Direct Costs Itemization:				
Auto Mileage (@ \$.445 per mile)	\$			
Parking	\$			
Local Transit	\$			
Postage/Mailing	\$			
Copying	\$			
Total Other Direct Costs	\$			

ATTACHMENT 4

OTHER FORMS

ATTACHMENT 4A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS

Download form in a [Microsoft Word](#) or [PDF format](#) at
<http://www.transbaycenter.org/TransBay/content.aspx?id=425>

49 CFR Part 29
Executive Order 12549

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Part A: Primary Covered Transactions

CHECK ___ IF THIS CERTIFICATION IS FOR A PRIMARY TRANSACTION AND IS APPLICABLE.

The contractor is required to comply with 49 CFR 29, Subpart C and include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transactions between the bidder and persons other than the federal government. If a bidder certifies to, if a

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation on fact relied upon by the Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and through the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission

-
- of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) b. of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation of this proposal.

Part B: Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Lower Tier Covered Transactions (transactions between the bidder and persons other than the federal government)

CHECK ☐ IF THIS CERTIFICATION IS FOR A LOWER TIER TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Government or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

Business Name: _____

Authorized Representative Name (print)

Authorized Representative Title (print)

Authorized Representative Signature

Date

ATTACHMENT 4B

CERTIFICATION REGARDING LOBBYING

Download form in a [Microsoft Word](#) or [PDF format](#) at
<http://www.transbaycenter.org/TransBay/content.aspx?id=425>

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Certification for Contracts, Grants, Loans and Cooperative Agreements

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.O. 104-65 [to be codified at 2 U.S.C. 1601, et seq.]

Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization influencing or attempting to influence an officer or employee of any agency, a member of Congress, 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. 1352. Each tier 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 that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

This certification is a material representation on which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. A person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing and submitting its proposal, the Respondent also certifies to the Authority that the Respondent has not paid, nor agreed to pay, and will not pay or agree to pay, any fee or commission, or any other thing of value contingent on the award of a contract to any Authority employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the Authority.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

Business Name: _____

Authorized Representative Name (print)

Authorized Representative Title (print)

Authorized Representative Signature

Date

ATTACHMENT 7

**DISADVANTAGED BUSINESS ENTERPRISE
PROGRAM REQUIREMENTS**

ATTACHMENT 7A
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS
CALTRANS EXHIBIT 10-I

May 5, 2006

NOTICE TO BIDDERS/PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

The Transbay Joint Powers Authority (the "Authority") has not established a DBE Availability Advisory Percentage for this Agreement. However, bidders/proposers are encouraged to obtain DBE participation for this Agreement.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "bidder" also means "proposer" or "offerer."
- The term "Agreement" also means "Contract."
- Authority also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds. (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.") The Contractor should ensure that DBEs and other SBs have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

C. Meeting the DBE Availability Advisory Percentage is not a condition for being eligible for award of the Agreement.

3. SUBMISSION OF DBE INFORMATION

The Authority's "Bidders/Proposers Information Request Form" will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the bidder's responsibility to be fully informed regarding the requirements of 49 CFR 26, and the Authority's DBE program developed, pursuant to the regulations. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE joint-venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint-venture commensurate with its ownership interest.

D. A DBE must perform a commercially useful function, pursuant to 49 CFR 26.55, that is, must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

E. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.

F. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Bidders/Proposers may call (916) 440-0539 for web or download assistance.

B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.

- Click on the link in the left menu titled [Find a Certified Firm](#).
- Click on [Query Form](#) link, located in the first sentence.
- Click on [CUCP Database \(Certified DBEs\)](#) located in the center of the page.
- Click on [Click To Access DBE Query Form](#).
- Searches can be performed by one or more criteria.
- Follow instructions on the screen.
- "START SEARCH," "CLEAR FORM," "Civil Rights Home," and "Caltrans Home" links are located at the bottom of the query form.

C. How to Obtain a List of Certified DBEs without Internet Access

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

6. WHEN REPORTING DBE PARTICIPATION, MATERIAL OR SUPPLIES PURCHASED FROM DBES MAY COUNT AS FOLLOWS:

A. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies toward DBE participation. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of

materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. WHEN REPORTING DBE PARTICIPATION, PARTICIPATION OF DBE TRUCKING COMPANIES MAY COUNT AS FOLLOWS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

ATTACHMENT 7B
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS
CALTRANS EXHIBIT 10-J

STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

1. Subcontractors

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Authority and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Authority for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Authority's obligation to make payments to the Contractor.

B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Authority.

D. Any substitution of subcontractors must be approved in writing by the Authority's Contract Manager in advance of assigning work to a substitute subcontractor.

2. Disadvantaged Business Enterprise (DBE) Participation (Without Availability Advisory Percentage)

A. The Authority has not established a DBE Availability Advisory Percentage for this Agreement. This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The contractor, subrecipient 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 US DOT-assisted agreements. 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 recipient deems appropriate.

C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

3. Performance of DBE Contractors, and other DBE Subcontractors/Suppliers

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subcontractors

If the Authority requires retainage from the prime contractor and prompt and regular incremental acceptances of portions, as determined by the Authority 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 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Authority. Federal law (49CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Authority's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. 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 and non-DBE prime contractors and subcontractors.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work. The Authority will require the Contractor to submit a "Summary of Payment Form" with every invoice, summarizing the records as described above.

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form "Final Expenditure Report," certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Expenditure Report" is submitted to the Contract Manager.

- a. Prior to the fifteenth of each month, the Contractor shall submit documentation to the Authority's Contract Manager showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Authority's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.
- b. The Contractor shall also submit to the Authority's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification," CEM-2404(F) form provided to the Contractor by the Authority's Contract Manager.

6. DBE Certification and De-Certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Authority's Contract Manager within 30 days.

When Reporting DBE Participation, Material or Supplies purchased from DBEs may count as follows:

- A. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the

premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

When Reporting DBE Participation, Participation of DBE Trucking Companies may count as follows:

A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.

B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.

C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive

credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

F. For the purposes of this section, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

ATTACHMENT 7C

TRANSBAY JOINT POWERS AUTHORITY

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

- i) Bidders/Proposers Information Request Form
- ii) Summary of Payment Form
- iii) Subcontractor Payment Declaration
- iv) Final Expenditure Report

**ATTACHMENT 7C
DISADVANTAGED BUSINESS ENTERPRISE
PROGRAM REQUIREMENTS**

Download form in a Microsoft Excel or PDF format at
<http://www.transbaycenter.org/TransBay/content.aspx?id=425>

[illegible]

NAFCS Code: North American Industry Classification System Code. Codes can be found at <http://www.census.gov/epcd/naics02/naics02.htm>

Type of DBE: (1) African-American (2) Hispanic (3) Native American (4) Asian-Pacific (5) Asian-Indian (6) Female-Woman (7) Other (designated by the Small Business Administration)

DBEs must be certified by Caltrans or an agency participating in the California Unified Certification Program. Visit the Caltrans website at <http://dot.ca.gov/hp/bep/bep.asp> for a list of participating agencies.

Important: Attach the proof of certification for each DBE firm used toward meeting the DBE goal.

This information will be used to create and maintain a Bidders List.

Use additional sheets as necessary.

SUMMARY OF PAYMENT FORM

Download form in a Microsoft Excel or PDF format at
<http://www.transbaycenter.org/TransBay/content.aspx?id=425>

This form must be completed and submitted with every invoice submitted to TJPA and must include complete payment information for all subconsultants and vendors utilized on this Contract including each joint venture partner for the period of the invoice. Failure to submit all required information may lead to partial withholding of progress payment.

Date _____

Contract Title/No. _____

Prime Contractor _____

Invoice No. _____

Period _____

Total Amount of Invoice _____

Subconsultant/Vendor/ Joint Venture	Business Address	Amount Paid	Payment Date	Check Number

Signature of Project Manager

Date

Print Name

Phone

ATTACHMENT 7C

SUBCONTRACTOR PAYMENT DECLARATION

Download form in a Microsoft Excel or PDF format at
<http://www.transbaycenter.org/TransBay/content.aspx?id=425>

TRANSBAY JOINT POWERS AUTHORITY
SUBCONTRACTOR PAYMENT DECLARATION

This form must be completed and submitted by the Prime Contractor for all subcontractors, vendors, and joint venture partners with every invoice submitted to TJPA within ___ working days following actual payment to subconsultant. Payments to subconsultant shall be made no later than ___ working days following receipt of progress payment from TJPA. Use additional sheets if necessary. Failure to submit all required information may lead to partial withholding of progress payment.

Date: _____ Contract No.: _____
Contract Title: _____
Prime Contractor: _____
Invoice Date: _____ Invoice No.: _____
For the Period: _____
Total Amount of Invoice: _____ TJPA Check No.: _____

Subcontractor/ Vendor/JV	DBE (Y/N)	Business Address Payment Sent To	Amount Paid	Payment Date	Check Number
Total Amount Paid to Subconsultants (this Pay Period)			\$0.00		

I/We declare under penalty of perjury under the laws of the State of California that the above information is complete, and that the tabulated amounts paid to date are accurate and correct.

Signature of Contact Person

Date

Print Name

Phone

Download form in a Microsoft Excel or PDF format at
<http://www.transbaycenter.org/TransBay/content.aspx?id=425>

NAICS Code: North American Industry Classification System Code. Codes can be found at <http://www.census.gov/ipeds/data/naics2012/naicscode02.html>.
 * **Type of DBE:** (1) African-American (2) Hispanic (3) Native American (4) Asian-Pacific (5) Asian-Indian (6) Female-Woman (7) Other (designated by the Small Business Administration)
 DBE must be certified by Caltrans or an agency participating in the California Unified Certification Program. Visit the Caltrans website at <http://dot.ca.gov/hubpages.htm> for a list of participating agencies.
 Important: Attach the proof of certification for each DBE firm used toward meeting the DBE goal if different from "Bidders/Proposers Information Request Form."
 This form will be compared for consistency with the "Bidders/Proposers Information Request Form."
 * Use additional sheets as necessary.

ATTACHMENT 8

**RFP FOR DESIGN SERVICES FOR
NEW TEMPORARY TERMINAL FACILITIES
ANNOUNCEMENT**

ANNOUNCEMENT

**REQUEST FOR PROPOSALS
DESIGN SERVICES FOR NEW TEMPORARY TERMINAL
FACILITIES**

The Transbay Joint Powers Authority (the "Authority") is issuing a Request for Proposals (RFP) for DESIGN SERVICES FOR NEW TEMPORARY TERMINAL FACILITIES for the Transbay Transit Center Program from qualified architecture and engineering firms.

All Services shall comply with federally-funded project engineering and design guidelines described in the Code of Federal Regulations and the California Department of Transportation Highway Design Manual.

The Authority is prepared to select one design team to perform architectural and engineering design services while working closely with the Authority's staff and other consultants. The contract will be established for a period up to three (3) years, although the Authority will have an option to extend the term for two additional years by mutual agreement of the parties.

Proposal packages must be received by the Authority no later than 5:00 p.m. on Friday December 15, 2006 at the address below. Late proposal packages will not be considered.

Ms. Maria Ayerdi, Executive Director
Transbay Joint Powers Authority
201 Mission Street, Suite 1960
San Francisco, CA 94105

Prospective Respondents may obtain copies of this RFP, including required forms, by visiting the Authority's website at www.TransbayCenter.org or by contacting:

Ms. Nila Gonzales, Office Manager
Transbay Joint Powers Authority
201 Mission Street, Suite 1960
San Francisco, CA 94105
(415) 597-4620
Email: RFPTempTerminal@TransbayCenter.org.

This announcement shall not create any legal rights or responsibilities. All terms of this offering shall be as set forth in the RFP and related materials. Without limiting the foregoing, any and all contracts will be contingent upon prior Authority Board approval.

ID	Task Name	Duration	Start	Finish	006	2007	2008	2009
1	Temporary Terminal	878 d	Fri 6/2/06	Mon 11/23/09	JJASON	DJFMAMJJASON	DJFMAMJJASON	DJFMAMJJASON
2	Temporary Terminal Design	503 d	Fri 6/2/06	Fri 5/30/08				
3	Temporary Terminal - Bid Package (PMPC Scope)	119 d	Fri 6/2/06	Fri 11/17/06				
4	Temporary Terminal A/E- Bid and Award Design and Issue NTP	110 d	Mon 11/20/06	Mon 4/30/07				
5	Temp Terminal - Agency/City Coordination & Preliminary Design	106 d	Tue 5/1/07	Fri 9/28/07				
6	Temporary Terminal - Final Design/Bid Package/City Approvals	104 d	Mon 10/1/07	Fri 2/29/08				
7	Agency Coordination and Permitting	64 d	Mon 3/3/08	Fri 5/30/08				
8	Temporary Terminal Construction	375 d	Mon 6/2/08	Mon 11/23/09				
9	Temporary Terminal - Bid and Award Construction and Issue NTP	108 d	Mon 6/2/08	Fri 10/31/08				
10	Obtain Caltrans Parcels for Temporary Terminal	0 d	Fri 10/31/08	Fri 10/31/08				
11	Temporary Terminal - Phase 1 Construction	187 d	Mon 11/3/08	Fri 7/31/09				
12	Temporary Terminal Phase 1 Operational	0 d	Fri 7/31/09	Fri 7/31/09				
13	Temp Terminal - Modifications after Ramps are Demolished	59 d	Tue 9/1/09	Mon 11/23/09				
14	Temporary Terminal Fully Operational	0 d	Mon 11/23/09	Mon 11/23/09				

ATTACHMENT 4**TJPA DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS****1.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) / NONDISCRIMINATION****1.1 Policy**

It is the policy of the Transbay Joint Powers Authority (TJPA) to ensure nondiscrimination on the basis of race, color, sex or national origin in the award and administration of DOT-assisted contracts. It is the intention of the TJPA to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to the TJPA's construction, procurement, and professional services activities.

Pursuant to 49 CFR Section 26.13, the TJPA is required to make the following assurance in every DOT-assisted contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. 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 contract, which may result in the termination of this contract or such other remedy as the TJPA deems appropriate.

On July 20, 2006, the TJPA adopted the DBE Program for fiscal year ending June 30, 2007. The TJPA recommends that bidders/proposers review the DBE Program, which is available on the TJPA website at the following address: <http://www.transbaycenter.org/TransBay/content.aspx?id=311>.

On May 1, 2006, the State Department of Transportation (Caltrans) announced major changes to the statewide DBE Program. Respondents should review the policies outlined in Caltrans Exhibits 10-I, Notice to Bidders/Proposers Disadvantaged Business Enterprise Information, and 10-J, Standard Agreement for Subcontractor/Disadvantaged Business Enterprise Participation, are part of those changes. Respondents should review these policies in addition to the TJPA's FY 2006-07 DBE Program.

Pursuant to the monitoring requirements outlined in Section XIII of the TJPA's FY 2006-07 DBE Program (49 CFR 26.37), the Respondents will be required to complete and submit the TJPA's "Bidders/Proposers Information Request Form" with its proposal, regardless of DBE participation. Upon award of the contract, the winning consultant/firm will be required to submit the TJPA's "Summary of Payment Form" with every invoice request and a "Final Expenditure Report" with the completion of the Contract. These Forms are attached with this RFP and can also be provided electronically upon request.

1.2 Equal Employment Opportunity

The TJPA encourages the prospective Consultant to actively recruit minorities and women for their respective workforces. The TJPA requests copies of any non-discrimination or equal opportunity plans that the prospective contractor has in place.

1.3 DBE Availability Advisory Percentage

The TJPA has established a DBE Availability Advisory Percentage of 16% for this Agreement. The DBE availability advisory percentage is not an enforceable goal and compliance with the advisory is not a condition of contract award, however the contractor is encouraged to obtain DBE participation for this Agreement.

1.4 Questions on DBE

Written questions concerning DBE/nondiscrimination requirements should be addressed to:

Mr. Edmond Sum
Transbay Joint Powers Authority
201 Mission Street, Suite 1960
San Francisco, CA 94105
(415) 597-4615 fax

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS**CALTRANS EXHIBIT 10-I****May 5, 2006****DISADVANTAGED BUSINESS ENTERPRISE INFORMATION**

The TJPA has established a DBE Availability Advisory Percentage of 16% for this Agreement. The DBE availability advisory percentage is not an enforceable goal and compliance with the advisory is not a condition of contract award, however the contractor is encouraged to obtain DBE participation for this Agreement.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "bidder" also means "proposer" or "offerer."
- The term "Agreement" also means "Contract."
- TJPA also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds. (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.") The Contractor should ensure that DBEs and other SBs have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

C. Meeting the DBE Availability Advisory Percentage is not a condition for being eligible for award of the Agreement.

3. SUBMISSION OF DBE INFORMATION

The TJPA's "Bidders/Proposers Information Request Form" will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the bidder's responsibility to be fully informed regarding the requirements of 49 CFR 26, and the TJPA's DBE program developed, pursuant to the regulations. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE joint-venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint-venture commensurate with its ownership interest.

D. A DBE must perform a commercially useful function, pursuant to 49 CFR 26.55, that is, must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

E. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.

F. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Bidders/Proposers may call (916) 440-0539 for Web or download assistance.

B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.

- Click on the link in the left menu titled [Find a Certified Firm](#).
- Click on [Query Form](#) link, located in the first sentence.
- Click on [CUCP Database \(Certified DBEs\)](#) located in the center of the page.
- Click on [Click To Access DBE Query Form](#).
- Searches can be performed by one or more criteria.
- Follow instructions on the screen.
- "START SEARCH," "CLEAR FORM," "Civil Rights Home," and "Caltrans Home" links are located at the bottom of the query form.

C. How to Obtain a List of Certified DBEs without Internet Access

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

**6. WHEN REPORTING DBE PARTICIPATION, MATERIAL OR SUPPLIES
PURCHASED FROM DBEs MAY COUNT AS FOLLOWS:**

A. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies toward DBE participation. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. WHEN REPORTING DBE PARTICIPATION, PARTICIPATION OF DBE TRUCKING COMPANIES MAY COUNT AS FOLLOWS:

A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.

B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.

C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS**CALTRANS EXHIBIT 10-J****STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION****1. Subcontractors**

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the TJPA and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the TJPA for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the TJPA's obligation to make payments to the Contractor.

B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the TJPA.

D. Any substitution of subcontractors must be approved in writing by the TJPA's Contract Manager in advance of assigning work to a substitute subcontractor.

2. Disadvantaged Business Enterprise (DBE) Participation

A. The TJPA has established a DBE Availability Advisory Percentage of 16% for this Agreement. The DBE availability advisory percentage is not an enforceable goal and compliance with the advisory is not a condition of contract award, however the contractor is encouraged to obtain DBE participation for this Agreement. This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The contractor, subrecipient 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 U.S. DOT-assisted agreements. 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 recipient deems appropriate.

C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

3. Performance of DBE Contractors, and other DBE Subcontractors/Suppliers

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld 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 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the TJPA. Federal law (49CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the TJPA's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. 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 and non-DBE prime contractors and subcontractors.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name

and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work. The TJPA will require the Contractor to submit a "Summary of Payment Form" with every invoice, summarizing the records as described above.

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form "Final Expenditure Report," certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Expenditure Report" is submitted to the Contract Manager.

- a. Prior to the fifteenth of each month, the Contractor shall submit documentation to the TJPA's Contract Manager showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the TJPA's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.
- b. The Contractor shall also submit to the TJPA's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification," CEM-2404(F) form provided to the Contractor by the TJPA's Contract Manager.

6. DBE Certification and De-Certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the TJPA's Contract Manager within 30 days.

When Reporting DBE Participation, Material or Supplies purchased from DBEs may count as follows:

A. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

When Reporting DBE Participation, Participation of DBE Trucking Companies may count as follows:

A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.

B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.

C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures and operates using drivers it employs.

D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

F. For the purposes of this section, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

- i) Bidders/Proposers Information Request Form**
- ii) Progress Payment Report**
- iii) Subcontractor Payment Declaration**
- iv) Final Expenditure Report**

[illegible]

* NAICS Code: North American Industry Classification System Code. Codes can be found at <http://www.census.gov/ipeds/data/naics02/index02.html>.
 ** Type of DBE: (1) African-American (2) Hispanic (3) Native American (4) Asian-Pacific (5) Indian (6) Female Woman (7) Other (designated by the Small Business Administration)
 DBE must be certified by Culturas or an agency participating in the California Unified Certification Program. Visit the Culturas website at <http://dd.ca.gov/ucb/ucbna.htm> for a list of participating agencies.
 Important: Attach the proof of certification for each DBE firm used toward meeting the DBE goal.
 This information will be used to create and maintain a Builders List.
 - Use additional sheets as necessary.

PROGRESS PAYMENT REPORT

Part 1 of 2

TRANSBAY JOINT POWERS AUTHORITY
PROGRESS PAYMENT REPORT*To be completed by Prime Contractor and submitted to Project Manager with every monthly invoice.***PART 1: PROJECT SUMMARY**

Date:		Contract No.:		Contract Title:	
Prime Contractor Name:		Contract Price:		Contact Phone No.:	
Prime Contractor Address:		Signature:		Contact Email:	
Invoice Date:		Invoice No.:		For the Period:	

1. Award amount of Prime Contract	\$	-
2. Amount of Change Orders, Amendments and Modifications to Date	\$	-
3. Total Contract Amount to Date including Change Orders, Amendments and Modifications (Line 1 + Line 2)	\$	-
4. Total Amount for this Invoice	\$	-
5. Total Amount Paid to Date (not including Line 4)	\$	-
6. Total Invoice Amount Requested to Date (Line 4 + Line 5)	\$	-
7. Percent Complete (Line 6/Line 3)		0%

Page 1 of 2

**TRANSBAY JOINT POWERS AUTHORITY
SUBCONTRACTOR PAYMENT DECLARATION**

Date: _____ Contract No.: _____

Contract Title: _____

Prime Contractor: _____

Invoice Date: _____ Invoice No.: _____

For the Period: _____

Total Amount of Invoice: _____ TIPA Check No. _____

[illegible]

I/We declare under penalty of perjury under the laws of the State of California that the above information is complete, and that the tabulated amounts paid to date are accurate and correct.

Signature of Contact Person

Date _____

Print Name _____

Phone

FINAL EXPENDITURE REPORT

[illegible]

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

FORMS

- a) Bidders/Proposers Information Request Form**
- b) Progress Payment Report**
- c) Subcontractor Payment Declaration**
- d) Final Expenditure Report**

**TRANSBAY JOINT POWERS AUTHORITY
BIDDERS/PROPOSERS INFORMATION REQUEST FORM**

To be completed by Prime Contractor and submitted as part of bid/proposal.

NAME OF PROJECT/PROPOSAL							PROJECT/PROPOSAL NUMBER				
PROPOSER BUSINESS NAME AND ADDRESS											
NAME OF PERSON SUBMITTING BID				SIGNATURE OF PROPOSER					DATE		
CONTACT PERSON NAME				CONTACT PHONE NUMBER			CONTACT EMAIL				
IMPORTANT: 1) Identify all DBE firms being claimed for credit. 2) List names of all DBE subcontractors and their respective items of work. 3) Attach a copy of the proof of DBE certification for each DBE subcontractor listed on this form. 4) Attach "Intent to Perform" letter signed by the subcontractor.											
							DBE Participation				
LIST BUSINESS FIRM(s) List Name, Address, and Contact Person (if not the same as above)	Phone Number	Email Address	Age of Firm	Item of Work, Service or Materials Supplied	NAICS Code (if known) *	Annual Gross Receipts of Firm	Certified DBE (Y/N)	DBE Certifying Agency	Type of DBE **	Award Amount	Percentage of Contract Participation
A. PRIME Contractor											
B. Subcontractor/Vendor/Joint Venture											
TOTAL										\$0	0.00%

* NAICS Code: North American Industry Classification System Code. Codes can be found at <http://www.census.gov/epcd/naics02/naicod02.htm>.

** Type of DBE: (1) African-American (2) Hispanic (3) Native American (4) Asian-Pacific (5) Asian-Indian (6) Female-Woman (7) Other (designated by the Small Business Administration)

- DBEs must be certified by Caltrans or an agency participating in the California Unified Certification Program. Visit the Caltrans website at <http://dot.ca.gov/hq/bep/ucp.htm> for a list of participating agencies.

- Important: Attach the proof of certification for each DBE firm used toward meeting the DBE goal.

- This information will be used to create and maintain a Bidders List, regardless of DBE participation.

- Use additional sheets as necessary.

TRANSBAY JOINT POWERS AUTHORITY PROGRESS PAYMENT REPORT

To be completed by Prime Contractor and submitted to Project Manager with every monthly invoice.

PART 1: PROJECT SUMMARY

Date:	Contract No.:	Contract Title:	
Prime Contractor Name:	Contact Person:	Contact Phone No.:	Contact Email:
Prime Contractor Address:		Signature:	
Invoice Date:	Invoice No.:	For the Period:	

1. Award amount of Prime Contract	\$ -
2. Amount of Change Orders, Amendments and Modifications to Date	\$ -
3. Total Contract Amount to Date including Change Orders, Amendments and Modifications (Line 1 + Line 2)	\$ -
4. Total Amount for this Invoice	\$ -
5. Total Amount Paid to Date (not including Line 4)	\$ -
6. Total Invoice Amount Requested to Date (Line 4 + Line 5)	\$ -
7. Percent Complete (Line 6/Line 3)	0%

TRANSBAY JOINT POWERS AUTHORITY PROGRESS PAYMENT REPORT

PART 2: CONSULTANT/SUBCONSULTANT PAYMENT DETAIL SUMMARY

Attach copies of all invoices and other supporting documentation for this request. Use additional sheets if necessary.

A	B	C	D	E	F	G	H	I
Name of Firm (Including Prime, Subs, Vendors, and Joint Ventures)	DBE (Y/N)	Portion of Work (%)	Contract Amount (\$)	Amount of Change Orders to Date (\$)	Total = Contract Amount + Change Orders (D+E) (\$)	Amount Invoiced This Period (\$)	Amount Paid to Date (\$)	Percent Complete to Date ([G+H] / F) (%)
TOTAL		0	0	0	0	0	0	0

**TRANSBAY JOINT POWERS AUTHORITY
SUBCONTRACTOR PAYMENT DECLARATION**

This form must be completed and submitted by the Prime Contractor for all subcontractors, vendors, and joint venture partners with every invoice submitted to TJPA within ____ working days following actual payment to subconsultant. Payments to subconsultant shall be made no later than ____ working days following receipt of progress payment from TJPA. Use additional sheets if necessary. Failure to submit all required information may lead to partial withholding of progress payment.

Date: _____ Contract No.: _____

Contract Title: _____

Prime Contractor: _____

Invoice Date: _____ Invoice No.: _____

For the Period: _____

Total Amount of Invoice: _____ TJPA Check No.: _____

Subcontractor/ Vendor/JV	DBE (Y/N)	Business Address Payment Sent To	Amount Paid	Payment Date	Check Number

Total Amount Paid to Subconsultants (this Pay Period)	\$0.00
-------------------------------------------------------	--------

I/We declare under penalty of perjury under the laws of the State of California that the above information is complete, and that the tabulated amounts paid to date are accurate and correct.

Signature of Contact Person

Date

Print Name

Phone

**TRANSBAY JOINT POWERS AUTHORITY
FINAL EXPENDITURE REPORT**

To be completed by Prime Contractor at the end of the contract.

CONTRACT TITLE/NO.					TOTAL CONTRACT AWARD AMOUNT			DATE OF AWARD			
PRIME CONTRACTOR/CONSULTANT NAME AND ADDRESS					TOTAL EXPENDITURES AT END OF CONTRACT			DATE OF CONTRACT COMPLETION			
PROJECT MANAGER NAME					PROJECT MANAGER SIGNATURE						DATE
CONTACT PERSON NAME RE: FINAL EXP. REPORT					CONTACT PHONE NUMBER			CONTACT EMAIL			
IMPORTANT: 1) Identify all DBE firms being claimed for credit. 2) List names of all DBE subcontractors and their respective items of work.											
					DBE Participation						
LIST BUSINESS FIRM(s) List Name, Address, and Contact Person (if not the same as above)	Phone Number	Email Address	Item of Work, Service or Materials Supplied	NAICS Code (if known) *	Certified DBE (Y/N)	DBE Certifying Agency	Type of DBE **	Date of Work Completed	Date of Final Payment	Total Amount Paid	% of Total Expenditures
A. PRIME Contractor											
B. Subcontractor/Vendor/Joint Venture											
TOTAL										\$ -	0.00%
Comments/Notes: (Explain cost overruns or discrepancies; DBE firm substitutions, etc...)											

* NAICS Code: North American Industry Classification System Code. Codes can be found at <http://www.census.gov/epcd/naics02/naicod02.htm>.

** Type of DBE: (1) African-American (2) Hispanic (3) Native American (4) Asian-Pacific (5) Asian-Indian (6) Female-Woman (7) Other (designated by the Small Business Administration)

- DBEs must be certified by Caltrans or an agency participating in the California Unified Certification Program. Visit the Caltrans website at <http://dot.ca.gov/hq/bep/ucp.htm> for a list of participating agencies.

- Important: Attach the proof of certification for each DBE firm used toward meeting the DBE goal if different from "Bidders/Proposers Information Request Form."

- This form will be compared for consistency with the "Bidders/Proposers Information Request Form."

- Use additional sheets as necessary.

Transbay Joint Powers Authority -Temporary Bus Storage Facility

ROSTER OF KEY PERSONNEL

CARTER & BURGESS, INC.

300 Frank H. Ogawa Plaza Suite 10
Oakland, CA 94612

PRIME ARCHITECT / ENGINEER

<i>Personnel</i>	<i>Title</i>	<i>Telephone</i>	<i>Cell Number</i>	<i>Facsimile</i>	<i>email</i>
Kevin Nelson	Project Principal	817.735.6151		817.735.6148	kevin.nelson@c-b.com
M. Gregory Mantz	Project Manager	510.457.0060	415.548.9283	510.457.0037	gregory.mantz@c-b.com
Robert Turley	Contract Administration	510.457.0027	925.989.9797	510.457.0037	bob.turley@c-b.com
Dina Potter	Bus Storage Coordination	510.457.0027		510.457.0037	dina.potter@c-b.com
Tony Kingman	Design Manager	510.457.2432	408-710-0675	510.457.0037	anthony.kingman@c-b.com
Allan Zreet	Project Design/ QA/QC	214.920.8135		510.457.0037	allan.zreet@c-b.com
Joseph Lipkos	Project Architect	510.457.0062	510-846-8434	510.457.0037	joe.lipkos@c-b.com
Darin Stuart	Engineering PM/Fire Protection	510.457.0063	510.774.6649	510.457.0037	darin.stuart@c-b.com
Jeff Dittman	Lead Mechanical Engineer	510.457.0027		510.457.0037	jeff.dittman@c-b.com
Simon Jeff	Lead Electrical Engineer	510.457.0027		510.457.0037	simon.jeff@c-b.com
Matt Htoo	Lead Civil Engineer	510.457.2435	510.432.3570	510.457.0037	matt.htoo@c-b.com
Leonard Heuston	Civil Engineer	916.929.3323	916.208.1814	916.929.1772	leonard.heuston@c-b.com
Mary Nowee	Specifications Manager	510.457.0027		510.457.0037	mary.nowee@c-b.com
Joe Labozan	Signage/Wayfinding	303.820.5208		303.820.4839	joseph.labazon@c-b.com
Kai Chan, PE	Caltrans Approvals	510.457.0027		510.457.0037	kai.chan@c-b.com
Tom Remus, PE	Construction Administration	510.457.0027		510.457.0037	thomas.remus@c-b.com
Chuck Reedstrom, CAPP	Fare Collection Systems	510.457.0027		510.457.0037	chuck.reedstrom@c-b.com

FMG ARCHITECTS

330 15th Street
Oakland, CA 94612

TERMINAL STRUCTURES

<i>Personnel</i>	<i>Title</i>	<i>Telephone</i>	<i>Cell Number</i>	<i>Facsimile</i>	<i>email</i>
Ron Finger	Design Principal	510.465.8700			rfinger@fmgarchitects.com
Claudia Guadagne	Project Architect	510.465.8700			cguadagne@fmgarchitects.com

MAINTENANCE DESIGN GROUP

1600 Stout Street
Suite 940
Denver, CO 80202

BUS OPERATIONS

<i>Personnel</i>	<i>Title</i>	<i>Telephone</i>	<i>Cell Number</i>	<i>Facsimile</i>	<i>email</i>
Don Leidy	Bus Operations	(303) 820-5228	(303) 717-3550		don.leidy@mdg-llc.com
Steve Silkworth	Sr. Project Manager	(303) 820-5228	(303) 717-3550		steve.silkworth@mdg-llc.com

Transbay Joint Powers Authority -Temporary Bus Storage Facility

ROSTER OF KEY PERSONNEL

TEECOM DESIGN GROUP

1333 Broadway Suite 601
Oakland, CA 94612

SPECIAL SYSTEMS

<i>Personnel</i>	<i>Title</i>	<i>Telephone</i>	<i>Cell Number</i>	<i>Facsimile</i>	<i>email</i>
Teresa Abrahamson	Communications Engineer	510.337.2800 x107		510.337.2804	teresa.abrahamsohn@teecom.co
Kenneth Webb	Security Engineer	510.337.2800 x126		(510) 337-2804	kenneth.webbjr@teecom.com

SOHA Engineers

48 Colin P. Kelly Jr. Street
San Francisco, CA 94107

STRUCTURAL ENGINEERING

<i>Personnel</i>	<i>Title</i>	<i>Telephone</i>	<i>Cell Number</i>	<i>Facsimile</i>	<i>email</i>
Stephen Lau	Lead Strucural Engineer	415.989.9900		415.989.9909	slau@soha.com

LELAND SAYLOR ASSOCIATES

425 Market Street #2200
San Francisco, CA 94105

COST ESTIMATING

<i>Personnel</i>	<i>Title</i>	<i>Telephone</i>	<i>Cell Number</i>	<i>Facsimile</i>	<i>email</i>
Brad Saylor	Principal	415.955.0545		415.989.3450	bsaylor@saylorconsulting.com

FEHR & PEERS

332 Pine Street
San Francisco, CA 94104

TRAFFIC OPERATIONS

<i>Personnel</i>	<i>Title</i>	<i>Telephone</i>	<i>Cell Number</i>	<i>Facsimile</i>	<i>email</i>
Mathew Ridgeway, AICP	Communications Engineer	415.348.0300		415.773.1790	m.ridgway@fehrandpeers.com

MERRILL MORRIS

249 Front Street
San Francisco, CA 94111

LANDSCAPE ARCHITECTURE

<i>Personnel</i>	<i>Title</i>	<i>Telephone</i>	<i>Cell Number</i>	<i>Facsimile</i>	<i>email</i>
Daniel Morris, ASLA	Landscape Designer	415.291.8960			cmerrill@merrill-morris.com

Quality Management System Manual



Transbay Transit Center

URS

Program Quality Management System Manual

This version of the Quality Management System Manual contains the Transbay Transit Center Program Quality Policy, the Quality Management Plan, and Appendix F only; it does not include Appendix A, B, C, D or E.

This is an **uncontrolled** version.

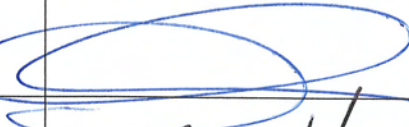
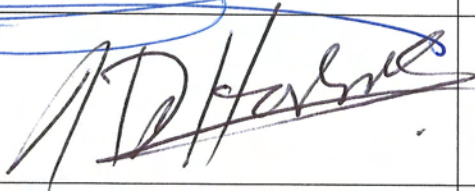

For revisions and updates to this manual, please contact the PMPC Consultant's Document Control Manager.



TRANSBAY TRANSIT CENTER PROGRAM

REVIEW AND APPROVAL

This QMS Manual is approved for issue and use by the Transbay Transit Center Program Management Team.

Name/Title	Signature	Date
Maria Ayerdi Executive Director Transbay Joint Powers Authority		10/31/06
John Harmer Program Manager Transbay Transit Center Program URS Corporation		10.31.06.
Charles Ralston Quality Assurance Manager Transbay Transit Center Program		10/31/06

REVIEW AND REVISION RECORD

Ref No.	Revision	Description of Revision	Date Issued	Approved By
AAAA. 8.26	0	Original Issue	10.30.06	Maria Ayerdi

TRANSBAY TRANSIT CENTER PROGRAM

Quality Management System Manual

October 2006

**Prepared for the
Transbay Joint Powers Authority**

Preparation of this report was made possible in part by the
Metropolitan Transportation Commission through a grant of
Regional Measure 2 (RM2) funds.



Preparation of this report was made possible in part by the
San Mateo County Transportation Authority
through Sales Tax funds.



Preparation of this report was made possible in part by the
San Francisco County Transportation Authority through a grant of
Proposition K Local Transportation Sales Tax funds.



TRANSBAY TRANSIT CENTER PROGRAM QUALITY MANAGEMENT SYSTEM

CONTENTS	REVISION	PAGE
TRANSBAY TRANSIT CENTER PROGRAM QUALITY POLICY	0	v
QUALITY MANAGEMENT PLAN		
Introduction	0	1
1.0 Management Responsibility	0	3
2.0 Documented Quality Management System	0	11
3.0 Design Control	0	15
4.0 Document Control	0	19
5.0 Purchasing	0	21
6.0 Product Identification and Traceability	0	23
7.0 Process Control	0	25
8.0 Inspection and Testing	0	27
9.0 Inspection, Measuring and Test Equipment	0	33
10.0 Inspection and Test Status	0	35
11.0 Non-Conformance	0	37
12.0 Corrective Action	0	41
13.0 Quality Records	0	43
14.0 Quality Audits	0	45
15.0 Training	0	49
Figures		
1.1 Program Management Team		9
2.1 Quality Management System Overview		13
APPENDIX A Documented Quality Management System Outline	0	A-1
APPENDIX B Quality Assurance Program Procedures		
QA-01 QA Program	0	B-1
QA-02 Quality Planning	0	B-7
QA-03 Review of Design Documents and Packages	0	B-9
QA-04 Contractor and Supplier Quality Program Evaluation	0	B-11
QA-05 Purchasing Quality Assurance	0	B-13
QA-06 Contractor and Supplier Surveillance	0	B-15
QA-07 Inspection and Testing	0	B-17
QA-08 Non-Conformance Reports	0	B-21
QA-09 Corrective Action	0	B-25
QA-10 Quality Audits	0	B-27
QA-11 Qualification of Auditors	0	B-31
QA-12 Training	0	B-35

TRANSBAY TRANSIT CENTER PROGRAM QUALITY MANAGEMENT SYSTEM

CONTENTS (continued)	REVISION	PAGE
APPENDIX C		
Inspection Guidelines	0	C-1
APPENDIX D		
FTA Quality Assurance and Quality Control Guidelines	0	D-1
APPENDIX E		
Definitions	0	E-1
APPENDIX F		
Abbreviations	0	F-1

QUALITY POLICY

TRANSBAY TRANSIT CENTER PROGRAM QUALITY POLICY

It is the policy of the Transbay Joint Powers Authority that all projects within the Transbay Transit Center Program be planned, designed, and constructed with the highest regard for quality. The Program and project teams are committed to achieving and verifying that the highest quality standards are maintained throughout the duration of the Program. Program and project managers will ensure that each project adheres to the established schedule and that staffing levels are adequate to meet Program demands. Program and project managers will ensure that the skill levels of personnel assigned to a project are commensurate with the project's technical demands.

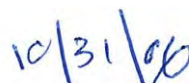
Quality is everyone's responsibility. All individuals on each project within the Transbay Transit Center Program are responsible for their contribution to the quality of the Program.

The Program's Quality Management System (QMS) provides specific requirements for Program implementation based upon this Program Quality Policy and the Federal Transit Administration (FTA) Quality Assurance and Quality Control Guidelines (FTA-IT-90-5001-02.1, February 2002), including the assignment of primary responsibility for implementation. Each organization within the Program Team, in providing management, design, construction, consulting or other services, is responsible for providing and implementing quality plans that fully meet the requirements specified in this QMS Manual. These plans must define quality goals and objectives, specify quality-related activities through documented procedures, and assign responsibilities for conducting the activities and verifying that the objectives are met.

The overall requirements of the Program QMS are described under *General Requirements* in each functional section of the Quality Management Plan. The QMS defines activities for verifying implementation of administrative and control measures during design, procurement, construction, installation, testing, inspection, systems testing and start-up, and facilities and records turnover. The administrative and control measures will be prepared and implemented to contribute to, and document the attainment of, a safe, reliable, economical, and convenient public transit facility.



Maria Ayerdi
Executive Director
Transbay Joint Powers Authority



Date

QUALITY MANAGEMENT PLAN

INTRODUCTION

This Quality Management System (QMS) Manual is intended to guide all members of the Program Management Team in delivering a project that meets the highest quality standards. Design and construction organizations with certified ISO 9001:2000 quality programs may perform work under their own programs, providing that their programs meet the requirements called for in this QMS Manual.

Program Background

The Transbay Joint Powers Authority's (TJPA) Transbay Transit Center Program will enhance transit service to the San Francisco Bay region by improving and expanding bus and rail service in a new multi-modal transportation center in downtown San Francisco. The goal of the Program is to provide the highest quality regional transit facilities and service. The Program includes the construction of the following:

- a new transit center on the site of the existing terminal
- bus ramps
- a bus storage facility
- a temporary terminal
- a surface and below-grade extension of rail commuter service into the transit center

Quality Management System

Federal Transit Administration (FTA) Quality Assurance and Quality Control (QA/QC) Guidelines (FTA-IT-90-5001-02.1, February 2002) require a documented Quality Management System (QMS). For the Transbay Transit Center Program, this consists of the Program Quality Policy, the Program Quality Management Plan, and the associated Program and project manuals, procedures and instructions. These include the management, design and construction quality plans and procedures developed by consultants, designers and construction contractors, the Program-wide quality assurance procedures developed by the Program Management/Program Controls (PMPC) Consultant, and quality-related sections of other Program and project documents.

The Program Quality Management Plan is based on the 15 quality elements required by the FTA's QA/QC guidelines. For each quality element, the plan defines the overall quality requirements and the responsibilities for QMS implementation, and the requirements for project-specific quality plans and procedures.

The 15 quality elements of the Program Quality Management Plan are listed below.

1. Management Responsibility
2. Documented Quality Management System
3. Design Control
4. Document Control
5. Purchasing
6. Product Identification and Traceability
7. Process Control
8. Inspection and Testing
9. Inspection, Measuring and Test Equipment

10. Inspection and Test Status
11. Non-Conformance
12. Corrective Action
13. Quality Records
14. Quality Audits
15. Training

Details of the Quality Management System are described in Section 2.0, Documented Quality Management System.

1.0 MANAGEMENT RESPONSIBILITY

1.1 Purpose and Scope

This section defines the Program Management Team's commitment to and responsibility for ensuring the quality of the constructed product.

1.2 References

FTA-IT-90-5001-02.1, Quality Assurance and Quality Control Guidelines, February 2002.

1.3 Responsibilities

The TJPA has retained a PMPC Consultant for the Program. The Program Management Team comprises key PMPC Consultant staff together with TJPA staff. This team has responsibility for the oversight and control of management, planning, design, construction, and commissioning of the projects within the Program, including the following quality requirements.

- a. establishing the Program Quality Policy and quality objectives for the Program
- b. communicating to Program participants the importance of meeting quality requirements
- c. conducting management quality reviews
- d. providing the necessary resources to implement the QMS

The project managers for each consultant or contractor implementing projects or subprojects within the Program are responsible for developing and implementing quality plans that meet the requirements of the QMS.

1.3.1 Program Management Team

The Program Management Plan contains a complete organization chart and description of the Program Management Team's responsibilities and their reporting relationships, which are summarized in this section. Key team members are shown in the organization chart in Figure 1.1, Program Management Team.

The Program Management Team includes staff responsible for the following:

- organizing, mobilizing, and directing Program personnel and coordinating the efforts of other organizations involved in the Program
- developing and implementing detailed program procedures and performing general administration
- overseeing preliminary engineering, final design, permitting, and construction of the projects and other aspects of the Program
- providing Program controls, including planning, scheduling, cost control, scope, and change control
- procuring and overseeing professional services agreements and construction contracts
- executing the Program Quality Management System

Specific responsibilities of key Program Management Team members are described in Sections 1.3.2 through 1.3.11.

1.3.2 TJPA Executive Director

The TJPA Executive Director reports directly to the TJPA Board of Directors and is an officer of the TJPA. The Executive Director has full day-to-day responsibility for Program execution as authorized by the Board. As the head of the TJPA Executive Staff, the Executive Director also coordinates with the TJPA Officers, the Controller, the Board Secretary, and Counsel. The major tasks of the Executive Director are to advance the Transbay Center Program; manage the timely, consistent, and effective decision-making process; supervise and direct TJPA consultants; and maintain proper coordination with agencies and the public.

With regard to the QMS, the TJPA Executive Director is specifically responsible for the following:

- adopting the QMS and issuing the Quality Policy
- managing and directing the work of the Program Quality Assurance (QA) Manager, including ensuring that proper corrective actions are taken when necessary

1.3.3 TJPA Senior Program Manager/Engineering Manager

The TJPA Senior Program Manager/Engineering Manager reports directly to the TJPA Executive Director. The Senior Program Manager/Engineering Manager supervises TJPA consultants and the coordination of TJPA consultants with outside agencies to ensure planning and designs are consistent with federal, state, and local requirements. The Senior Program Manager/Engineering Manager is the decision-maker for engineering requirements and Program execution strategy.

The Senior Program Manager/Engineering Manager is ultimately responsible for managing the design and construction of TJPA capital projects, including the Transbay Transit Center and the Caltrain Downtown Extension. With regard to the QMS, the Senior Program Manager/Engineering Manager is responsible for the following:

- overseeing all aspects of the work of the various technical consultants, in accordance with the highest standards of quality control and assurance
- asserting strong and consistent leadership over the Program to ensure that the various consultants engaged in the Program work in concert with one another and in accordance with Program quality requirements
- ensuring that appropriate quality control and quality assurance procedures are in effect at all times
- evaluating ongoing design work and recommending timely changes or additions to consultant or subconsultant staffs and work plans as necessary to ensure a high-quality finished product
- serving as advisor to the TJPA Executive Director on quality matters
- anticipating quality problems and crafting mitigation measures

1.3.4 Program Manager

The Program Manager, provided by the PMPC Consultant, is responsible for the oversight and administration of all activities related to design, construction, schedule, budget, quality assurance, inspection, start-up, and commissioning of the projects within the Program, including the testing and commissioning of the Caltrain

Downtown Extension (DTX) and the Transbay Transit Center prior to revenue service. The Program Manager directly manages the PMPC project managers for the Transbay Transit Center and DTX projects and is ultimately responsible for the activities of all PMPC staff. With regard to the QMS, the Program Manager is responsible for the following:

- successfully commissioning the projects within the Program—within budget, schedule, and quality objectives
- adopting the QMS and directly overseeing the activities of the Program QA Manager, except with regard to activities of the PMPC team
- directly overseeing the PMPC project managers to ensure their compliance with the QMS

1.3.5 Deputy Program Manager

The Deputy Program Manager, provided by the PMPC Consultant, is responsible for the day-to-day management, supervision, and direction of the Program Coordination Manager, Program/Project Controls Manager, and contracts, insurance, reporting and administrative staff. The Deputy Program Manager acts for the Program Manager in overseeing the project managers when so delegated.

With regard to the QMS, the Deputy Program Manager is responsible for the following:

- successfully commissioning the projects within the Program—within budget, schedule, and quality objectives
- adopting the QMS and directly overseeing the activities of the Program QA Manager, except with regard to activities of the PMPC team, when so delegated by the Program Manager
- directly overseeing the Program/Project Controls Manager, Program Coordinator and Program Contracts Manager to ensure their compliance with the QMS.

1.3.6 Program/Project Controls Manager

The Program/Project Controls Manager is responsible for overall Program cost and schedule controls, including the implementation of cost- and schedule-related policies and procedures for the entire Program. The scope of work related to cost includes developing the Baseline Budget, budget control, funding, cost tracking, cost control, forecasting, contingency management, and reporting. The scope of work related to scheduling includes developing the Program's Master Schedule, schedule monitoring, control, and reporting. The Program/Project Controls Manager is also responsible for working with TJPA financial staff on financial controls and forecasting Program cash needs. With regard to the QMS, the Program/Project Controls Manager is responsible for the following:

- implementing the QMS requirements for document control
- assisting PMPC project managers with achieving project budget, schedule, and quality objectives by implementing rigorous and timely Program controls and tracking systems

1.3.7 Program Coordination Manager

The Program Coordination Manager is responsible for overall program coordination with the City of San Francisco and outside agencies, and is responsible for coordinating traffic control, permitting, environmental mitigation and monitoring, historic and archeological preservation, and the right-of-way acquisition process in support of projects under the Program. The Program Coordination Manager also coordinates communication with the public and the media in conjunction with the TJPA Government and Media Relations Manager. With regard to the QMS, the Program Coordination Manager is responsible for the following:

- verifying conformance to design criteria to achieve consistency in design among various project components and contract packages
- overseeing and managing processes regarding local, regional, state, and federal permits
- verifying the implementation of all required environmental mitigation measures as outlined in the Final Environmental Impact Statement/Environmental Impact Report (FEIS/EIR) and Section 4(f) Evaluation
- working with the Program QA Manager in resolving quality issues regarding acceptance by or coordination with outside agencies

1.3.8 Transit Center Project Manager

The Transit Center Project Manager is responsible for the overall project performance and delivery of planning, design, construction, commissioning, and turnover of the new Transit Center (TC) Building and all related sub-projects. Specific responsibilities include serving as the primary technical point of contact with the TJPA and PMPC Consultant teams for all project management issues; initiating and maintaining contact with key project team members, PMPC team members, outside agency representatives, and others as necessary; overseeing the management of planning and design consultants; overseeing construction, commissioning, and turnover of the TC Building and infrastructure to the TJPA; monitoring and proactively addressing and resolving key issues; monitoring, controlling, and maintaining the project to its approved scope, schedule, and budget requirements; and coordinating with other key PMPC staff as necessary.

With regard to the QMS, the Transit Center Project Manager is responsible for the following:

- successfully commissioning the TC Building Project within budget, schedule, and quality objectives
- developing design constraints, criteria, and standards
- performing design reviews and commenting on design deliverables
- ensuring that appropriate language is inserted into design, construction and other contracts under the Transit Center Project that require conformance to the Program QMS by all designers, consultants, suppliers and contractors
- ensuring that appropriate language is inserted into design, construction, and other contracts that require conformance to the QMS, including language that addresses maintaining quality records and correcting deficiencies
- working with the Program QA Manager as appropriate to ensure compliance with all QMS requirements for the TC Building Project

1.3.9 Caltrain Downtown Extension (DTX) Project Manager

The DTX Project Manager is responsible for the overall project performance and delivery of planning, design, construction, commissioning and turnover of the DTX Project. Specific responsibilities include serving as the primary technical point of contact with the TJPA and PMPC team for all project management issues; initiating and maintaining contact with key project team members, PMPC team members, outside agency representatives, and others as necessary; overseeing the management of planning and design consultants; overseeing construction, commissioning, and turnover of the Caltrain Downtown Extension to the TJPA; monitoring, addressing, and resolving key issues; monitoring, controlling, and maintaining the project to its approved scope, schedule, and budget requirements; and coordinating with other key PMPC staff as necessary.

With regard to the QMS, the DTX Project Manager is responsible for the following:

- successfully commissioning the DTX Project within budget, schedule, and quality objectives
- developing design constraints, criteria, and standards
- performing design reviews and comment on design deliverables
- ensuring that appropriate language is inserted into design, construction and other contracts under the DTX Project that require conformance to the Program QMS by all designers, consultants, suppliers and contractors
- ensuring that all designers, consultants, suppliers and contractors conform to the QMS, including maintaining quality records and correcting deficiencies
- working with the Program QA Manager as appropriate to ensure compliance with all QMS requirements for the DTX Project

1.3.10 Program Quality Assurance (QA) Manager

The Program QA Manager is responsible for planning, implementing, evaluating, and maintaining an effective Quality Management System. The Program QA Manager's responsibilities include the following:

- reporting to the TJPA Executive Director for quality oversight and auditing of the Program consultants and construction contractors, including the PMPC Consultant
- reporting to the Program Manager for quality activities of PMPC subconsultants
- developing and implementing the QMS
- reviewing and approving quality plans submitted by Program participants
- conducting QMS reviews
- performing other specific activities as described in Section 1.5, Implementation, and Section 2.3.1, Program QA Manager Responsibilities

1.3.11 Consultant and Construction Contractor Project Managers

The project managers for each consultant or contractor implementing project phases with the Program are responsible for the following:

- developing and implementing quality plans that meet the requirements of the Program QMS as appropriate for their scope of work

- maintaining appropriate quality records as defined in the QMS and working to correct deficiencies identified by PMPC project managers or the Program QA Manager

1.4 General Requirements

The Program Quality Policy has been developed by the Program Management Team. Key points of this policy are as follows.

- All projects within the Program will be managed, planned, designed and constructed with the highest regard for quality. The Program Management Team is committed to this policy, and to meeting or exceeding all project requirements.
- Quality is everyone's responsibility. All individuals on the Program are responsible for contributing to the quality of the overall Program.
- To implement this policy, the TJPA will develop, implement and maintain a QMS that defines quality policies and requirements for the Program. All consultants (including subconsultants), contractors, subcontractors and suppliers within the Program will conform to the applicable Program QMS requirements.

1.5 Implementation

The Program QMS will satisfy the needs of the Program and projects within the Program in accordance with the policies and procedures identified in this document.

The Program QA Manager has the authority and organizational freedom to perform the following tasks.

- a. identify and evaluate quality problems
- b. review and approve proposed solutions to identified quality issues
- c. control further processing, delivery, or installation of non-conforming or deficient items or service through the non-conformance report system until proper and acceptable disposition is obtained
- d. verify implementation of the corrective action request system to document resolution of quality issues
- e. perform quality oversight and quality assurance audits of Program management
- f. perform quality oversight and quality assurance audits of project engineering, procurement, construction, inspection, and other areas as required by the TJPA, FTA and federal regulations to verify conformance with Program quality standards and applicable state and local codes
- g. review the proposed design and construction contracts to identify the applicable QMS requirements, with assistance from Program design consultants

1.6 Implementing Documents

As shown in Appendix A, Documented Quality System Outline.

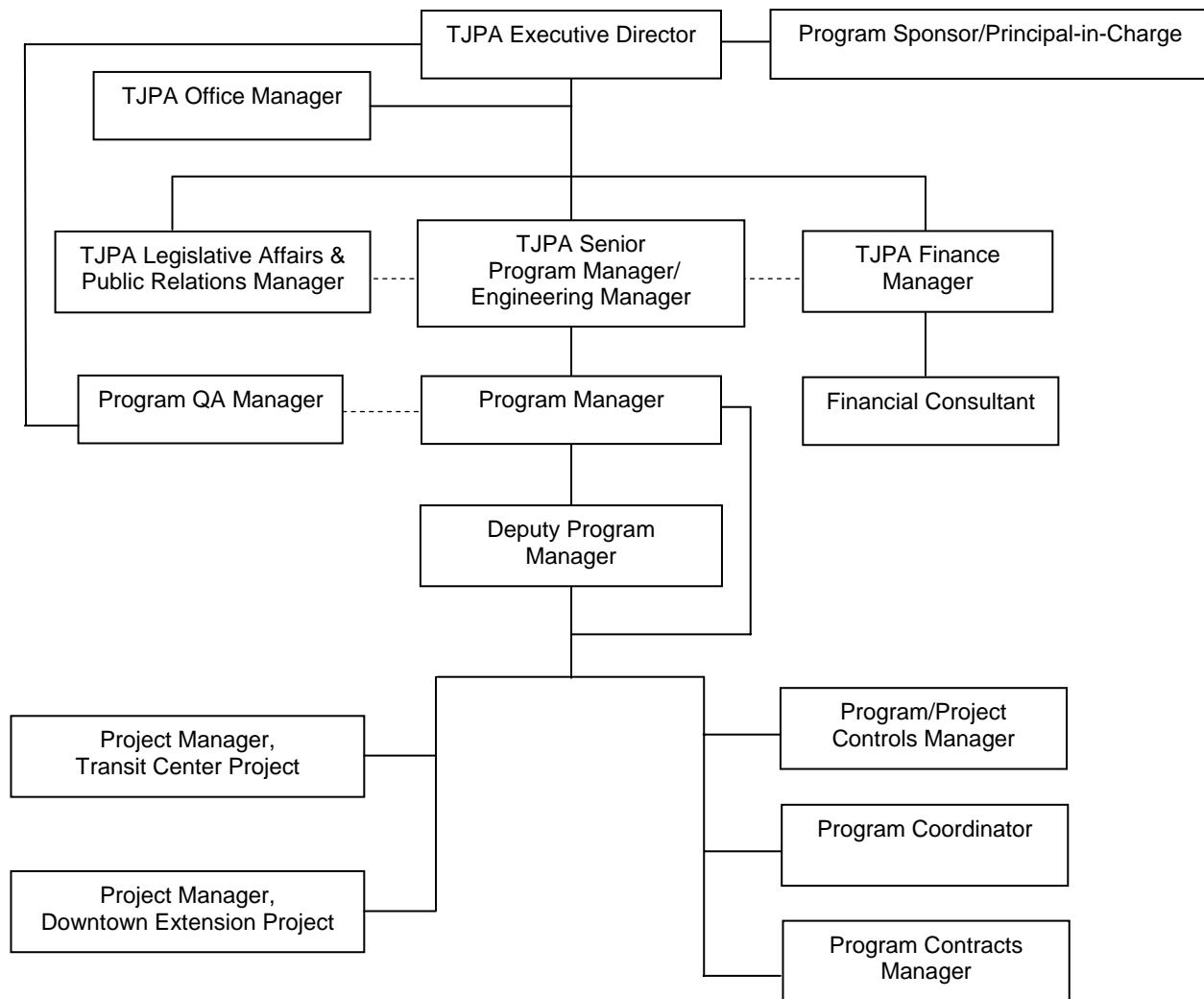


Figure 1.1, Program Management Team

2.0 DOCUMENTED QUALITY MANAGEMENT SYSTEM

2.1 Purpose and Scope

The Federal Transit Administration (FTA) Quality Assurance and Quality Control Guidelines require a documented Quality Management System (QMS). This section describes the QMS used on the Transbay Transit Center Program.

2.2 References

FTA-IT-90-5001-02.1, Quality Assurance and Quality Control Guidelines, February 2002.

2.3 Responsibilities

The TJPA Senior Program Manager/Engineering Manager and PMPC Program Manager are responsible for providing the necessary resources to implement and maintain the QMS.

The Program QA Manager is responsible for establishing and maintaining an effective and economical QMS. The specific responsibilities of the Program QA Manager are listed in Section 2.3.1.

All Program and project consultant, construction contractor, and supplier personnel are responsible for implementing the QMS and their own quality plans as appropriate for their scope of work.

All managers are responsible for developing and implementing procedures and work instructions within their areas of responsibility.

2.3.1 Program QA Manager Responsibilities

The specific responsibilities of the Program QA Manager include the following:

- developing, issuing, and maintaining—through the controlled distribution of the QMS Manual—the Program Quality Management Plan and associated QA procedures
- verifying, through the quality oversight of implementation of the QMS by all Program participants, that all equipment, structures, components, systems, and facilities are designed, procured, constructed, installed, and maintained in accordance with applicable criteria, codes and standards throughout the design, construction, start-up and commissioning of the projects within the Program
- verifying that each project contract document includes design or construction quality requirements for each project and that these requirements are in compliance with the QMS
- reviewing, evaluating and approving consultant, supplier, or construction contractor quality plans, quality procedures, and related quality submittals prior to implementation
- performing and overseeing quality audits and surveillance of the PMPC team, designers, construction contractors, and suppliers

- informing the Program Management Team on the status and effectiveness of the Program QMS and recommending improvements including semiannual QMS reviews with TJPA Program Management
- participating in design reviews to verify that quality issues are fully considered in the design
- facilitating, through training sessions, meetings, reports, reviews, surveillance and audits, the effective implementation of the Program QMS with consultants, suppliers and contractors
- identifying and analyzing non-conformances
- performing and coordinating root-cause analysis activities, as appropriate
- verifying implementation of required corrective actions to resolve problems
- coordinating with construction project personnel, including representatives of the construction contractor, construction manager, resident engineer, or inspector on construction quality status and problem resolution
- taking appropriate action within approved Program procedures to ensure conditions adverse to quality are corrected

2.4 General Requirements

The Program will implement and maintain a QMS that documents policies, plans, and procedures.

All Program participants will adhere to the requirements of the QMS. All work performed by Program management staff, design consultants, construction contractors, suppliers, vendors, subcontractors and construction management, or other consultants is subject to quality review and approval.

Each organization providing management, design, construction, consulting or other services to the Program is required to provide a quality plan appropriate to its scope of work.

The Program QA Manager must approve all quality plans prior to their implementation.

Program or project personnel performing quality verification activities will be independent of and report at least one level higher than those personnel having responsibility for the work being performed.

2.5 Implementation

2.5.1 Quality Management System Structure

The Program QMS defines quality policies and four levels of quality documents as shown in Figure 2.1. The underlined documents shown in the figure are included in the Program QMS Manual.

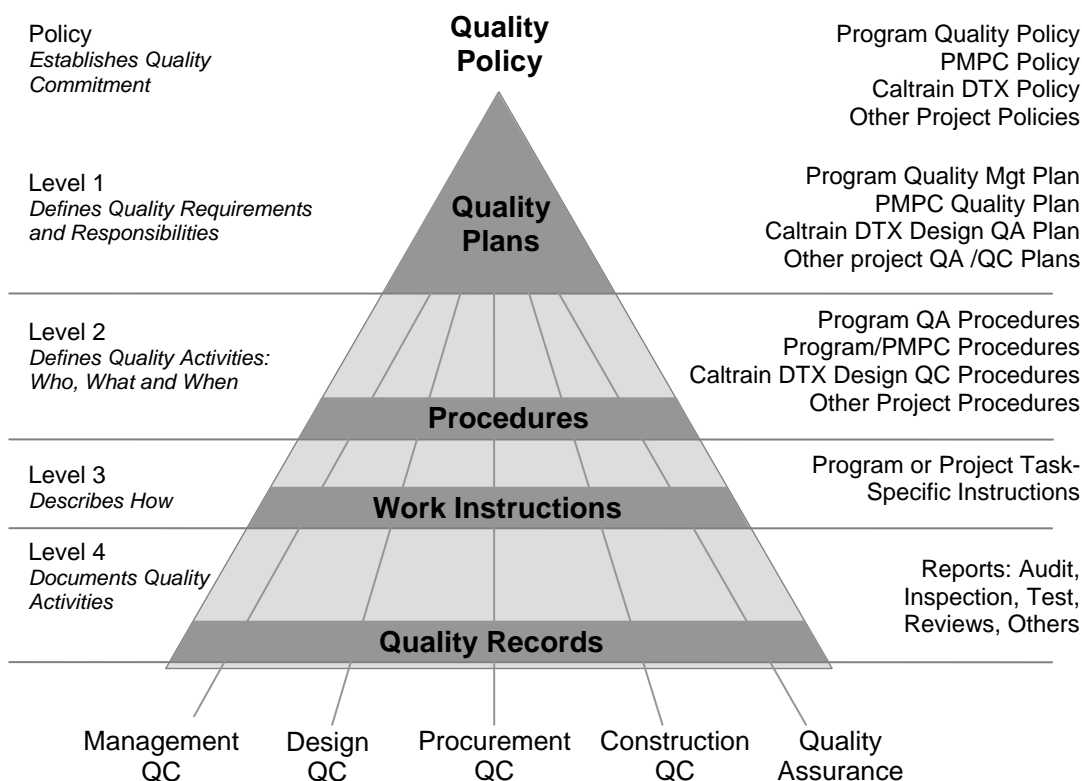


Figure 2.1, Quality Management System Overview

Quality policies are statements of commitment to quality and customer satisfaction. The Program Quality Management Plan and each project quality plan must include a quality policy that confirms and supports the Program Quality Policy, which appears at the front of this manual.

Each Program and project quality plan will contain both Level 1 and Level 2 documents. Level 3 Work Instructions and Level 4 Quality Records will be developed as appropriate.

Appendix A of this manual lists the Program and project documents, plans, and procedures for implementing the required quality elements described in this plan.

2.5.2 Quality Plans

Each organization providing management, design, construction, consulting or other services to the Program will develop, adopt and implement a quality plan appropriate to the service being provided that define the administrative and control measures to achieve the quality requirements of the QMS. These plans must define quality goals

and objectives, specify quality-related activities through documented procedures, and assign responsibilities for conducting the activities and verifying that the objectives are met. The specific quality plan requirements will be implemented as appropriate to cover each contract's scope of services. These requirements will be included in the specifications and bid documents for engineering, procurement, construction, construction management and other services.

2.5.3 Program QMS Manual Issue and Control

The Program QMS Manual will be issued, revised, and updated as a controlled document. Distribution will include, at a minimum, the FTA, the TJPA, and all Program team members responsible for ensuring quality. Distribution lists and revision numbers and dates will be used to control the QMS Manual in accordance with Program document control procedures. The TJPA and the Program QA Manager will approve the initial QMS Manual and subsequent revisions before they are issued. QMS Manual revisions will be coordinated with the PMPC Consultant and design consultants, suppliers, construction contractors and construction management consultants to ensure consistency in their application by all Program participants.

2.5.4 Program Quality Verification

The Program QA Manager will perform quality verification document review, quality assurance monitoring, inspection, testing and auditing as necessary to verify that consultants, construction contractors, subcontractors and suppliers are properly implementing the quality plan in compliance with contract requirements.

2.5.5 Implementing Documents

Transbay Transit Center Program Quality Policy.

As shown in Appendix A, Documented Quality System Outline.

3.0 DESIGN CONTROL

3.1 Purpose and Scope

Design control is implemented to verify that all design documents meet Program and project requirements. Design documents include all design deliverables, including design criteria, calculations, drawings, technical reports, specifications, and bid documents. This section defines the requirements for design control procedures to be included in project quality plans used on the Program.

3.2 Reference

FTA-IT-90-5001-02.1, Quality Assurance and Quality Control Guidelines, February 2002.

3.3 Responsibilities

Each PMPC project manager is responsible for performing design reviews and commenting on design deliverables.

All design consultant project managers are responsible for establishing, implementing and maintaining the procedures that will control, verify and validate the design for their projects. They are also responsible for the following:

- a. preparing and submitting a quality plan for their scope of work
- b. planning the design and development and identifying responsibilities for design, development, and verification activities
- c. assigning design, development and verification activities to qualified staff equipped with adequate resources
- d. managing design interfaces with other Program projects and third parties

Each consultant QA manager shall audit internal and external design and development activities to verify that design control procedures are being implemented.

The Program QA Manager shall verify implementation of the QMS requirements for design control within each project.

3.4 General Requirements

The Program requires quality oversight of all phases of design to achieve the specified Program and project objectives. As part of their project-specific quality plans, each design consultant or subconsultant, or construction contractor or subcontractor preparing design documents shall prepare documented procedures for architecture and engineering activities, including planning, design preparation, review, approval, verification, distribution, revision, and control of the configuration of the design documents. These quality plans must meet the requirements of Section 3.5, Implementation, as well as the following criteria:

- a. Design work will be performed by qualified personnel and will comply with the documented procedures.
- b. Design control and review processes will be conducted to verify design integrity, reliability, safety, constructability, operability and economic maintainability.

- c. An individual of equal or higher qualification than that of the designer will perform an independent verification of design documents. The Program QA Manager will assess the qualifications and responsibilities of design reviewers.

3.5 Implementation

Project-specific quality plans shall include design control procedures addressing, at a minimum, the elements described in Sections 3.5.1 through 3.5.12.

3.5.1 Design Basis – Memoranda Describing Criteria and Requirements

The basis of design will be documented as follows.

- Identify, document and verify design input requirements, including owner, contractual and regulatory requirements relating to the project.
- Identify organizational and technical interfaces with input into the design process, and establish processes for transmitting and reviewing interface requirements.
- Establish acceptance criteria for the adequacy of design solutions in satisfying design input requirements.
- Identify, review and approve inputs to the design basis prior to use.
- Ensure that the design basis is issued internally and approved before beginning preliminary design activities; ensure that it is reviewed and approved by affected external entities before beginning final design activities.

3.5.2 Calculations

Methods for identifying calculations describe the following:

- a. area of applicability
- b. methods and requirements for planning, uniquely identifying, preparing, checking, reviewing, controlling, approving, and documenting calculations

3.5.3 Drawing Preparation and Approval

Describe the methods and requirements for planning, identifying, preparing, checking, reviewing, controlling, approving, and documenting engineering drawings.

3.5.4 Technical Reports

Describe the methods and requirements for preparing, checking, reviewing and approving technical reports that document design input or are used as a basis for making decisions on the project.

3.5.5 Specifications

Describe the methods and requirements for preparing, checking, reviewing and approving specifications prepared during design to identify requirements for procurement and construction. Specifications should be well-written and complete and include all applicable quality requirements.

3.5.6 Cost Estimates

Describe the methods for preparing and reviewing estimates of probable construction costs in conjunction with design.

3.5.7 Design Documents Prepared by Others

- Ensure that any activity carried out by a subconsultant, subcontractor or supplier, including prime consultant design criteria, is conducted in accordance with a quality plan and supporting procedures that meet QMS requirements.
- Describe the methods for acknowledging, reviewing, accepting, and documenting engineering design inputs prepared by other organizations before incorporation into the design basis or design output.

3.5.8 Design Changes

- Describe methods for identifying, documenting, appropriately reviewing and approving changes and modifications to the design basis, drawings, specifications, cost or schedule.
- Design changes are controlled and authorized only by designated personnel.

3.5.9 Project Record “As-Built” Documents

- Describe methods to verify that as-built drawings, specifications, calculations, and reports reflect completed project configuration.
- Describe methods to verify that final submittal-of-record documents are in accordance with contract requirements.

3.5.10 Design Reviews

- Describe the methods for reviewing design documents to verify that they are adequate and back-checked in accordance with approved project design criteria and generally accepted design and engineering practice, including:
 - coordination between disciplines
 - physical coordination with adjoining projects
 - verification that all Owner comments and directives have been addressed
 - cost checks
 - value engineering
- Ensure that design reviews incorporate requirements from other interfacing projects.
- Ensure that additional reviews are held and documented as appropriate, including:
 - bidability reviews
 - constructability reviews
 - risk assessments

3.5.11 Design Verification

Define appropriate methods for verifying that design outputs satisfy the design input requirements, including the following:

- planning for and conducting design reviews
- determining when a review must be performed by an independent or outside entity
- undertaking qualification tests
- carrying out alternative calculations, as appropriate
- comparing the new design with a similar proven design, if available

3.5.12 Computer Programs

- Describe the methods for documenting the use of industry standard computer programs for design and analysis.
- Describe the methods for verifying custom or non-industry standard programs used for design and analysis.
- Describe methods for documenting input to computer programs used for design and analysis.

3.6 Implementing Documents

As shown in Appendix A, Documented Quality System Outline.

4.0 DOCUMENT CONTROL

4.1 Purpose and Scope

This section defines the requirements for the control of all documents and data produced or used on the Program.

4.2 Reference

FTA-IT-90-5001-02.1, Quality Assurance and Quality Control Guidelines, February 2002.

4.3 Responsibilities

The PMPC Program/Project Controls Manager is responsible for developing and implementing overall Program document and data control procedures.

Consultant, construction contractor, and supplier project managers are responsible for developing and implementing project-specific document and data control procedures that meet overall Program requirements for their scope of work.

The PMPC Program/Project Controls Manager is responsible for reviewing and recommending approval of the consultant, contractor, and supplier document control procedures in accordance with overall PMPC document control requirements.

The Program QA Manager is responsible for reviewing and assessing that document control procedures are effective in meeting the requirements of this policy.

The quality personnel of each project are responsible for reviewing and assessing that the project document control procedures are effective in meeting the requirements of this Program QMS.

It is the responsibility of all project personnel producing, using or revising any document or data that falls within the scope of controlled documentation to perform these activities in accordance with the document control procedures.

4.4 General Requirements

All documents used by the Program throughout all project phases will be controlled to ensure that approved documents are available when and where needed, that obsolete documents are withdrawn to prevent inadvertent use, and that documents are identified, tracked and stored to permit efficient retrieval.

4.5 Implementation

The PMPC Consultant will establish the Program procedures for document control. Organizations working on projects within the Program, including design consultants, construction contractors, suppliers, and construction management consultants, will prepare project document control procedures describing the actual execution and method for document control that meet the overall Program requirements within their scope of work.

Document control procedures shall achieve the following objectives.

- a. All documents are reviewed and approved by designated personnel prior to issue for use.
- b. Document changes are approved by designated personnel; where possible, the reason for changes to documents that have previously been issued shall be indicated in the document or attachments.
- c. The review and approval of changes to previously issued documents follow the same procedures by the same functions or organizations that applied to the original reviews and approvals.
- d. Documents are available at locations where the use of the document is vital.
- e. The distribution of project documents is recorded and, in designated cases, controlled.
- f. A master list of all documents, indicating current authorized versions, is maintained.
- g. A historical record of project documents is maintained to record implemented changes, the proper release by authorized personnel, and distribution to the location where the prescribed activity is performed.
- h. Procedures exist to ensure that current information is available as required throughout the project and that obsolete information is withdrawn from use. Obsolete documents kept for historical record are identified as obsolete.
- i. Quality records are maintained and retained in accordance with project procedures.

4.6 Implementing Documents

As shown in Appendix A, Documented Quality System Outline.

5.0 PURCHASING

5.1 Purpose and Scope

This section defines the requirements for the preparation, review, approval and control of Program procurement activities. These requirements will provide for, as appropriate, the inclusion of quality, program control, and procedural requirements in procurement documents; source evaluation; objective evidence of quality furnished by the consultant, construction contractor, or supplier; inspection or audit at the source; and the evaluation of items upon delivery to verify conformance of products to procurement and contract document requirements.

5.2 Reference

FTA-IT-90-5001-02.1, Quality Assurance and Quality Control Guidelines, February 2002.

5.3 Responsibilities

The PMPC Consultant will prepare documented procedures for the preparation, review, approval and control of Program procurement activities.

PMPC project managers, design consultants, and construction contractors are responsible for preparing procurement documents that adhere to the Program QMS.

The PMPC Program Coordinator, with support by PMPC project managers, is responsible for overseeing procurement activities.

All PMPC managers are responsible for reviewing and recommending the approval of program control or procedural submittals made by consultants, construction contractors, or suppliers in their area of authority in accordance with the Program QMS.

As part of the monitoring and audit function, the Program QA Manager is responsible for verifying compliance with this policy, which includes reviewing selected consulting, construction contractor and supplier procurement packages to evaluate the adequacy of the quality program, program control, and procedural requirements.

5.4 General Requirements

5.4.1 Purchased Material and Equipment

Prior to being issued, purchasing and contract packages are prepared, reviewed and processed in accordance with approved procedures. Purchasing and contract packages checklists will be used to verify that the packages address the following issues.

- Design, technical and quality requirements, by reference to design standards, specifications, drawings, and reference documents.
- Required source inspections, surveillance requirements, independent laboratory inspection, or witness or hold points, as necessary.
- Specific shipping, handling, storage, and safety requirements, as necessary.

- Specific quality plan, Program control, or procedural requirements, by inclusion or reference.
- Any required certifications of conformance or compliance.
- The purchasing function is carried out in accordance with the standards and methods defined in the Program procedures.
- Guaranteed right-of-entry to contractor or supplier facilities to perform quality audits to verify compliance by the contractor and their suppliers with the quality program requirements and to ascertain the following:
 - the existence and subsequent evaluation of a documented quality system
 - the ability of that organization to meet the Program's procurement and quality requirements
 - the ability of that organization to adequately ensure that the Program's products are controlled, handled, shipped, and stored to ensure acceptable quality of items and services
- The PMPC Consultant may periodically audit accountability for, and verification of, the proper execution of these procedures.

5.4.2 Selection of Professional Services

Professional service contracts (including construction management) shall be prepared, reviewed, and processed in accordance with approved procedures prior to issue. Checklists will be used to verify that the packages include all applicable quality requirements.

5.4.3 Selection of Construction Contractors

Construction contracts shall be bid, reviewed, prepared, approved and processed in accordance with approved procedures before notice to proceed is issued. Checklists will be used to verify that the packages include all applicable quality requirements.

5.5 Implementation

The requirement to develop and implement design or construction quality plans that meet QMS requirements will be included in all requests for bids or proposals.

Any specific Program control or procedural requirements will be included by incorporation or reference in all requests for bids or proposals.

Contract change orders or design service scope changes shall be reviewed and approved using the same process as the original contract.

5.6 Implementing Documents

As shown in Appendix A, Documented Quality System Outline.

6.0 PRODUCT IDENTIFICATION AND TRACEABILITY

6.1 Purpose and Scope

This section defines the requirements for product identification and traceability controls for material and equipment used in the Program. These controls ensure that only correct and acceptable items are used or installed and prevent the use of incorrect or defective items.

6.2 Reference

FTA-IT-90-5001-02.1, Quality Assurance and Quality Control Guidelines, February 2002.

6.3 Responsibilities

Personnel involved with receiving, storing, handling, issuing, or installing materials or equipment will implement the Program QMS.

Design and PMPC consultants will identify material and equipment identification and traceability requirements and include them in the appropriate specification or contract documents.

Contractors are responsible for developing and implementing procedures that meet the specification requirements for this section.

6.4 General Requirements

Products used in the Program shall be identifiable and traceable so that their adherence to project or specification requirements can be verified and that any identified quality issues can be tracked, analyzed, and resolved.

6.5 Implementation

Contracts, specifications or other documents will specifically include requirements for the proper identification, traceability, and control of materials and items, including spare parts, throughout all stages of production, handling, storage, shipment, delivery, installation and testing.

Contractors and suppliers shall prepare and implement procedures that adhere to the following requirements.

- a. All equipment and materials are appropriately identified upon receipt and during storage, pending their issue and installation or use.
- b. All equipment and materials specified as requiring control in accordance with this section are assigned unique identification throughout construction and testing.
- c. Manufactured items are traceable through unique serialization to the minimum requirement of the contract specification.
- d. The controlled quality records include the traceability history.
- e. Proper materials are drawn and installed in accordance with the approved design, including oversight by the manufacturer's quality assurance staff.
- f. Items that have been inspected and confirmed to be discrepant in accordance with QMS requirements are marked, segregated, and controlled.

- g. Parts or materials that are received without satisfactory identification, have lost identification in-process, or are otherwise untraceable, are segregated. Such parts or materials shall not be used unless reidentified or recertified by the manufacturer's quality assurance staff.
- h. Audits and oversight are conducted, as necessary, to maintain reasonable assurance that contractor, subcontractor, manufacturer or supplier procedures are maintained and effectively carried out on a continuing basis. Audits and oversight activities ensure that purchased items are identified by positive markings or certifications, inspected when received and, if appropriate, kept in segregated storage containing identification data for controlled issue.

6.6 Implementing Documents

As shown in Appendix A, Documented Quality System Outline.

7.0 PROCESS CONTROL

7.1 Purpose and Scope

This section defines the requirements for identifying and controlling special processes. Special process and control instructions may be specified for critical, high-value, or high-risk operations, or when the specified performance cannot be verified upon completion or installation.

7.2 Reference

FTA-IT-90-5001-02.1, Quality Assurance and Quality Control Guidelines, February 2002.

7.3 Responsibilities

Design consultants are responsible for identifying work that requires special process instructions and for establishing workmanship standards. These special requirements will be included in the specifications.

Construction contractors are responsible for performing work in accordance with the instructions and workmanship standards indicated in the special process instructions and specifications.

The Program QA Manager will monitor and verify conformance with documented procedures required for special processes. Examples include welding, non-destructive examination, heat treatment, and special coatings.

The Program QA Manager will verify that special process instructions have been included in the specifications and contract documents and that they are implemented.

7.4 General Requirements

Specifications shall describe the required performance and quality of the work product. Where the specified performance cannot be verified upon completion or installation, special process and control instructions may be specified.

7.5 Implementation

Contract documents and specifications will include specifications and acceptance criteria for any required special work processes to ensure that these processes are carried out under controlled conditions. Special processes can include the following requirements and procedures.

- a. Documented work instructions will define the manner of production and installation, where the absence of such instructions could adversely affect quality.
- b. These work instructions may be required to adhere to applicable standards, such as welding specifications, non-destructive examination, heat treatment requirements or special coating specifications.
- c. Special processes will use suitable production and installation equipment in a suitable working environment, and will comply with reference standards and codes and the quality plans.

- d. Special processes and products will be monitored and controlled during fabrication, manufacturing or construction.
- e. The design consultant or the Program QA Manager, as appropriate, will approve the process and equipment.
- f. All special processes performed by the TJPA, consultants, construction contractors, subcontractors, or inspection and test laboratories will be identified, planned and conducted under the required and applicable controlled conditions as specified in the contract documents.
- g. Before any of the aforementioned special processes begins, the qualified processes, the equipment, and personnel involved will be documented by the contractors, and the documentation submitted to the Program QA Manager.
- h. Records will be maintained for qualified processes, equipment, and personnel, as appropriate.
- i. Monitoring of these processes and product characteristics will be performed through the use of surveillance, hold-point inspections, report reviews, or audits.

The Program QA Manager will perform planned and systematic reviews or audits of processes and procedural compliance where results of processes cannot be fully verified by subsequent inspection or testing of the product.

7.6 Implementing Documents

As shown in Appendix A, Documented Quality System Outline.

8.0 INSPECTION AND TESTING

8.1 Purpose and Scope

This section defines the requirements for inspection and test activities during receiving inspection and testing, in-progress inspection and testing, final inspection and testing and start-up testing. These requirements will be included in construction quality plans used on the Program.

8.2 Reference

FTA-IT-90-5001-02.1, Quality Assurance and Quality Control Guidelines, February 2002.

US Army Corps of Engineers Guideline Specification (CEGS) 01451 Contractor Quality Control.

8.3 Responsibilities

Design consultants are responsible for identifying inspection and testing requirements and including them in the specifications.

The project design managers are responsible for reviewing and recommending approval of startup and commissioning test results.

Each contractor (or supplier) is responsible for identifying inspection and testing requirements in its own quality plan, performing and documenting its quality control inspections and tests, and documenting the inspecting work being performed by its subcontractors and suppliers.

Construction management consultants are responsible for performing independent inspections and preparing inspection checklists.

The Program QA Manager is responsible for reviewing and approving the contractor quality plans, and monitoring and verifying plan implementation and all inspection and test activities.

8.4 General Requirements

Contract documents and specifications shall include specific test and inspection requirements.

Contractor and supplier quality control plans shall meet the requirements of CEGS 01451, Contractor Quality Control, as appropriate to the contractors' and suppliers' scope of work. These plans shall specify and describe inspection and test activities and include methods for controlling the quality of work performed by subcontractors and suppliers. These plans shall meet the requirements of Section 8.5, Implementation.

The inspection, testing and surveillance personnel who verify conformance of work activities for the purposes of acceptance shall not be the same personnel who performed the work being inspected or tested. Inspection, testing and surveillance personnel shall be qualified and certified as necessary to perform the assigned inspection or testing task.

Contractors shall perform and inspect all work in accordance with their approved quality control plans, and in cases where it is required by contract, their approved test plans.

Oversight monitoring of inspection and testing activities by the Project QA Manager will be based on the approved contractor or supplier quality plan.

8.5 Implementation

Contractor quality plans shall be based on the *three phases of control* approach as follows.

- Phase 1. Preparatory phase, which consists of the actions required before beginning any definable feature of work
- Phase 2. The work in each definable feature of work
- Phase 3. Follow-up (performed daily to ensure that work is in compliance with requirements)

Contractors' quality plans describe the inspections and tests to be performed, and the procedures for monitoring work being performed by subcontractors and suppliers. This plan, and a separate test plan if required by contract, shall be submitted to the Program QA Manager for review and approval prior to the beginning of relevant work.

At a minimum, these plans shall include the requirements specified in Sections 8.5.1 through 8.5.7.

8.5.1 Inspection and Test Planning

Contractor quality plans shall address inspection and test planning including the following:

- identification of the individuals, group, or test laboratory responsible for performing the inspection or test
- location of the inspection or test (e.g., on-site or off-site)
- item to be inspected and characteristics and activities to be inspected or tested
- a description of the method of inspection or test including identification of required procedures, drawings and specifications
- acceptance (i.e., pass/fail) criteria
- frequency of the required inspections or tests
 - Where a sample is used to verify acceptability of a group of items, the sampling procedure shall be based on recognized sampling practice.
 - Inspection or test hold points (where work shall not proceed without the specific consent of the appropriate quality representative) shall be identified in the plan.
 - Before continuing work beyond the designated hold point, consent to waive specified hold points shall be justified and recorded on documentation related to the hold point and include the identification of the quality representative consenting to the waiver.

8.5.2 Contractor Inspection Requirements

Contractor quality plans shall address, at a minimum, the following inspection requirements.

- Provide documented evidence, such as inspection reports, lab reports, test results or certifications of conformance as specified, that the work, including work of subcontractors and suppliers, was monitored or inspected.
- Perform incoming or receipt Inspections of all purchased items so only approved materials, equipment and supplies, with appropriate quality documentation, are delivered to the project site.
- Perform source Inspections at supplier or subcontractor plant(s) as required.
- Perform *first article* inspections, including engineering tests and physical examinations, on the first production unit of all major components and systems, prior to delivery, to ensure compliance with contract requirements.
- As required in the contract documents and the appropriate rules and regulations, perform in-process inspections and testing of items in process or under construction to verify conformance to quality requirements throughout the duration of the process.
- In collaboration with construction management, agree on final acceptance inspection—procedures for inspection and turnover of completed items of work.
- Document inspection and test results. The Program QA Manager will evaluate inspection results and determine their acceptability, using technical personnel when required.

Items that have been modified, repaired, or replaced subsequent to final inspection shall require reinspection or retest, as appropriate, to verify their acceptability.

8.5.3 Contractor Acceptance Testing

Contractor quality plans shall address acceptance testing, i.e., the regular testing of materials entering a construction project to verify that the materials or products comply with contract specifications or standards, including at a minimum the following:

- **Independent Testing Laboratory**

An independent testing laboratory will be approved by the Program QA Manager to perform required sampling and testing. The independent testing laboratory may be provided by the contractor or by the TJPA, depending upon the specific contract.

The proposed testing laboratory will be accredited by an acceptable accreditation program such as the American Association of State Highways and Transportation Officials (AASHTO) program; the American Association of Laboratory Accreditation (A2LA) program; the American Society for Testing and Materials (ASTM); the National Institute of Standards and Technology (NIST) National Voluntary Laboratory Accreditation Program (NVLAP); or the International Conference of Building Officials Evaluation Service (ICBO ES).

The proposed laboratory will be subject to PMPC QA audits and surveillances to verify that industry test standards are upheld.

Contractors will provide sufficient notice to the Program QA Manager to enable the manager to witness any pre-qualification tests.

- **Tests, Test Methods, and Test Frequency**

Tests, test methods and test frequency will follow contract specifications. Sampling shall begin as soon as materials are placed on a project. Material that has been in storage after acceptance should be reinspected before use, as appropriate.

- **Test Results Reporting Guidelines**

Test results shall be submitted to the construction management consultant's resident engineer or inspector within five working days of sampling, or as specified in the contract. Tests that do not meet the specification requirements will be reported promptly.

8.5.4 Testing of Manufactured Materials

Contractor quality control plans will address the inspecting, accepting and testing of manufactured and prefabricated materials either by source inspection and testing, jobsite inspection and testing, or certificate of compliance, and shall include the following, at a minimum:

- Source inspection and testing will be performed by the approved testing laboratories.
- Sufficient notice will be given to the resident engineer or inspector and the Program QA Manager to enable them to witness these tests.
- Test results will be submitted to the resident engineer or inspector within five days after completion of the tests or earlier, if required.

8.5.5 Resident Engineer Inspection and Testing

The construction management consultant's quality plan shall address how the resident engineer or inspector will monitor the implementation of the contractors' quality programs. It shall include the following, at a minimum:

- Inspection guidelines and checklists that are based on generally accepted industry practice to assist the inspector. Appendix C contains list of anticipated required inspection guidelines.
- Requirements for independent assurance sampling and testing (IAST) to verify that the contractor's acceptance testing is being performed correctly and reliably, and to ensure that the test equipment is properly calibrated.

The TJPA or the construction manager will employ an independent testing laboratory to perform the IAST to verify compliance with contract requirements.

A TJPA- or construction manager-employed testing laboratory will be qualified or accredited by an acceptable accreditation program as listed in Section 8.5.3, Contractor Acceptance Testing.

- **Documentation of Inspection and Testing**

The resident engineer or inspector will clearly and accurately document the work accomplished and the conditions encountered on each contractual day (including weekends) in an inspector's daily report.

The resident engineer or inspector will notify the contractor of the improper use of materials, poor workmanship, or safety concerns and record this notification in the daily report. Each succeeding report must indicate the actions taken by the contractor to remedy the conditions until all unsatisfactory conditions have been

corrected. All delays are noted in the daily report and verified with the contractor's representative for correctness. Taken together, these daily reports form a concise history of the project.

The contract may require the contractor to take construction photographs, videos, X-rays, or other documentation at timed intervals to assist in documenting conditions. Whenever possible, photographs will also be used to document conditions subject to non-conformance reports and potential claims.

8.5.6 Quality Assurance Oversight Monitoring

The Program QA Manager will conduct oversight monitoring to verify that appropriate examinations, tests, measurements and inspections are being properly performed and documented by the contractor, independent testing laboratory, and resident engineer or inspector.

The results of the oversight monitoring will be documented in accordance with Program QA Procedures contained in Appendix B.

The Program QA Manager may be assisted by the various technical engineering disciplines assigned as field and discipline engineers to verify that contractor or supplier work processes and installation activities conform to Program requirements.

The Program QA Manager will monitor contractors' measuring and test equipment calibration and control processes for compliance with contract requirements, calibration industry standards and contractors' quality program procedures.

Calibration industry standards will take precedence in the evaluation. Calibration requirements are discussed in Section 9.0, Inspection, Measuring and Test Equipment.

Where products or materials fail to meet any design criteria or contractually imposed specification during inspection or test, the procedures for non-conformances will apply. Details of non-conformance control are described in Section 11.0, Non-Conformance.

8.5.7 Quality Assurance Audits

The Program QA Manager may monitor and audit the performance of all inspection and test activities.

8.6 Implementing Documents

As shown in Appendix A, Documented Quality System Outline.

9.0 INSPECTION, MEASURING AND TEST EQUIPMENT

9.1 Purpose and Scope

This section defines requirements for calibrating the equipment used for inspecting, monitoring and testing the quality of the work.

9.2 Reference

FTA-IT-90-5001-02.1, Quality Assurance and Quality Control Guidelines, February 2002.

9.3 Responsibilities

Contractor and supplier quality control supervisors are responsible for ensuring that written procedures on the calibration and control of measuring and test equipment are provided and implemented, and that measurement and test logs are maintained.

The Program QA Manager will monitor contractors' and suppliers' calibration and control processes of inspection, measuring and testing equipment for compliance with the contract specifications and with the contractors' and suppliers' approved quality plans.

9.4 General Requirements

All Program participants using test equipment to verify the quality of the materials or work within the Program shall have documented procedures to ensure that the test equipment is in calibration. These procedures shall meet the requirements discussed in Section 9.5, Implementation.

Contractors and suppliers shall keep updated lists of all equipment requiring calibration, and their calibration recall dates, for equipment used on the Program.

Contractors and suppliers shall maintain accurate records of calibration, and these records will be available for review at the calibration facility.

9.5 Implementation

These calibration procedures will ensure that gauges, instruments and other measuring and test equipment used by the TJPA, contractors, subcontractors, suppliers or independent test inspection laboratory personnel in the performance of tests, measurements and inspection are of the range and type, and produce the level accuracy, required to satisfy the measurement or test tolerance parameters specified.

The calibration procedures will define the method of calibration, means of identification, recalibration frequency, and provide for the recall of suspect or damaged measuring and test equipment to ensure continued accuracy and precision.

The adequacy of the calibration system or method will be evaluated on the basis of the *out-of-tolerance* data generated. Evaluation may require adjusting the frequency or analyzing the item or the associated calibration procedure.

Contractor and supplier quality plans shall meet the following requirements for the control of inspection and test equipment.

- a. Measuring and test equipment shall be positively identified with its name, the name of the calibration lab, the date of the last calibration, and the date of calibration expiration.
- b. Prior to use and periodically thereafter if required, measuring and test equipment shall be calibrated against standards that have a known, valid relationship to national standards to provide for the accurate reporting of quality testing and inspection results. In case no national standard exists, the basis for calibration will be identified and documented. If rented equipment is used, dated calibration certificates will be provided each time equipment is rented.
- c. The tolerances used in calibration should comply with the manufacturer's recommendation or other specification or documentation.
- d. An independent calibration laboratory shall perform all calibrations.
- e. Environmental conditions for calibration shall be consistent with the manufacturers' recommendations and the location where inspection and testing is performed.
- f. Calibration shall be performed in accordance with approved calibration procedures. These procedures shall specify the following:
 - details of equipment type
 - identification number
 - location (as required)
 - calibration method and frequency
 - acceptance criteria
 - action to be taken if results are unsatisfactory
- g. Results from tests requiring calibrated equipment that were performed with equipment that was not calibrated shall be suspect. The test equipment used shall be tested and recalibrated. If the equipment is found to be within calibration limits, the test results shall be accepted. If the equipment was not within calibration limits, the tests results must be verified by other means, or the material in question replaced.

9.6 Implementing Documents

As shown in Appendix A, Documented Quality System Outline.

10.0 INSPECTION AND TEST STATUS

10.1 Purpose and Scope

This section defines the requirements for defining, documenting, and controlling the status of inspection and test activities, where necessary.

10.2 Reference

FTA-IT-90-5001-02.1, Quality Assurance and Quality Control Guidelines, February 2002.

10.3 Responsibilities

The Program QA Manager will approve and monitor the applicable test plans of the contractors, subcontractors and suppliers, either at the project site or at the suppliers' or manufacturers' facilities. This activity may include on-site surveillance or the review of applicable test reports before further processing.

Contractor and supplier quality control supervisors shall identify those persons authorized to apply and remove inspection and test status indicators and to release products for installation and use.

10.4 General Requirements

Procurement documents shall prescribe the requirements for the identification and reporting of the inspection and test status of products at supplier facilities or construction sites.

Inspection and test status shall be identified and controlled in accordance with specifications throughout each stage of the project. Control will include the identification of non-conforming work pending investigation and disposition.

10.5 Implementation

The status of inspection and test activities performed on products or services shall be identified on the items themselves, on documents or tags physically attached to the item, or by documents traceable to the item by a quality inspector. This may be accomplished by the use of markings, inspection records, shop travelers, stamps, color coding, tags that are physically attached to the item, or other approved means.

Where required, a test list shall be established and maintained containing the following:

- a. test name, identifying item, or material being tested
- b. specification paragraph containing test requirements
- c. personnel and laboratory responsible for the test
- d. inspection authority responsible for the acceptance of test results
- e. inspection instructions, checklist, or reference for the applicable specification section
- f. test equipment used in the test

10.6 Implementing Documents

As shown in Appendix A, Documented Quality System Outline.

11.0 NON-CONFORMANCE

11.1 Purpose and Scope

This section defines the requirements for controlling materials, parts, or components that do not conform to specified requirements. The intent is to ensure that non-conforming items are identified, documented, segregated, and dispositioned to prevent inadvertent use or installation. When appropriate, a proactive corrective action (see Section 12) may be required to prevent recurrence of the non-conformance.

11.2 Reference

FTA-IT-90-5001-02.1, Quality Assurance and Quality Control Guidelines, February 2002.

11.3 Responsibilities

All Program and project personnel detecting non-conformances shall identify the non-conformance to the lowest-level quality personnel appropriate as quickly as practical.

Non-conformances will be documented by contractors, resident engineers, inspectors or the Program QA Manager on an approved non-conformance report (NCR) form.

Tracking and closure of non-conformances initiated in a supplier-facility NCR will be handled by that supplier's quality assurance group, subject to audit by the Program QA Manager.

The Program QA Manager will monitor contractor and supplier quality control procedures for controlling and processing NCRs, and ensuring that they contain the correct information.

11.4 General Requirements

Supplier and contractor quality plans shall require that a non-conformance be documented in an NCR written by the designated quality representative(s). NCRs shall document the following information: non-conforming condition; approved disposition or instructions (e.g., "reject," "rework," "repair," or "accept-as-is" (see Section 11.5.3)); corrective actions taken; results of reinspection after corrective work (if any) has been completed; and resolution of the non-conformance.

All non-conforming work, material, articles, or equipment shall immediately on detection be identified, segregated if possible, and held, pending investigation and disposition. This includes work, material, articles or equipment supplied by construction contractors, their suppliers, and subcontractors.

All NCRs and related documentation shall be maintained as project quality records.

NCR records and trends shall be analyzed by the Program QA Manager for potential improvements or corrective actions.

11.5 Implementation

11.5.1 Identification of Non-Conforming Items

The identification of a non-conforming item may occur during a field inspection or surveillance inspection, or by review of documentation.

Non-conforming material shall be physically segregated to preclude further use without proper authorization. When segregation is not feasible because of its size, configuration or installation location, the material must be conspicuously identified by the methods described in the approved contractor, subcontractor, or supplier quality control plan.

11.5.2 Non-Conformance Report (NCR) Processing

Non-conformances will be documented using an approved NCR form in accordance with the contractor's approved quality plan. Field-initiated NCRs will be listed in the NCR log and database tracking system for status tracking until closure.

Non-conformances occurring inside a supplier facility shall be handled in accordance with the requirements and processes in the approved supplier's quality control plan or manual.

Non-conformances discovered by inspections of supplier facilities or the contractor's on-site construction or installation, will be immediately brought to the attention of the contractors or suppliers.

Whether an NCR is created at a supplier facility or in the field, the identification and control system will be maintained and available for the Program QA Manager's review at all times.

11.5.3 NCR Disposition

The NCR dispositions and instructions are defined as follows.

- **Reject**—The item is unsuitable for its intended purpose and economically or physically incapable of being reworked or repaired.
- **Rework**—The deficiency can be brought into conformance with all specification requirements through remachining, reassembling, reprocessing, reinstalling, or completing the required operations.
- **Repair**—Work is required which will result in making an item acceptable for its intended use, as determined by an engineering evaluation, even though it is not restored to a condition that meets all original specification requirements.
- **Accept-As-Is**—An item that does not meet all requirements is allowed when an engineering evaluation determines that the item will satisfy its intended use. It is the same as "use-as-is."

If the recommended disposition of the non-conformance is listed as "repair" or "accept-as-is," the recommended disposition must be approved by the applicable TJPA representative and the Program QA Manager.

The status of all non-conformances will remain open until satisfactory corrective action has been implemented and approved by the applicable TJPA representative and the Program QA Manager.

11.6 Implementing Documents

As shown in Appendix A, Documented Quality System Outline.

12.0 CORRECTIVE ACTION

12.1 Purpose and Scope

This section defines the approach used on the Program to identify opportunities for continuous improvement, and identify appropriate corrective actions that address the root causes of non-conformances or process problems, monitor and document their implementation, and review their effectiveness.

12.2 Reference

FTA-IT-90-5001-02.1, Quality Assurance and Quality Control Guidelines, February 2002.

12.3 Responsibilities

Project quality representatives shall document and implement corrective actions resulting from NCRs, inspections, audits, or other management oversight.

The Program QA Manager shall lead a review of corrective actions and verify that their implementation is effective at correcting the process deficiency identified in the NCR. Verification may also be performed by contractors, suppliers, and design consultants.

12.4 General Requirements

The Program will improve its processes and performance, and those of projects within the Program, through defined procedures for monitoring project management and technical performance. Deficiencies shall be analyzed to determine their magnitude and root cause; analysis will include evaluating opportunities for corrective action or process improvements.

12.5 Implementation

Corrective actions shall be tracked in the NCR database for proper disposition, closure, and use for additional preventive actions.

All consultant, contractor, and supplier quality plans shall include requirements for corrective action processes, including at a minimum the following:

- a. All NCRs are reviewed, and investigations are initiated to determine the root cause of the deficiency and the corrective actions needed to preclude recurrence of discrepancies. Contractors or suppliers must provide a complete and documented explanation. Explanations such as "mishandling" or "operator error" are not acceptable.
- b. Contractor or supplier corrective actions may include initiating new procedures, tests, measurements or instructions to alleviate the conditions causing the non-conformance.
- c. Program administrative corrective actions may include documenting new revision(s) to procedures or drawings to clarify, delete or add additional requirements.
- d. During normal surveillance activities, if the Program QA Manager discovers that the contract participant is not implementing the approved corrective action as agreed, or has not initiated an NCR as required, a corrective action request (CAR) may be generated to document and bring additional focus to the condition.

- e. The CAR is written and processed in accordance with the requirements of the Program Quality Management Plan Section 8.5.6, Quality Assurance Oversight Monitoring. The CAR is immediately submitted to the responsible contract participant; a copy is sent to the Program QA Manager and the resident engineer, construction manager or PMPC project manager, as appropriate, for timely follow-up.
- f. Product or process discrepancies noted during quality audits will be reported as a quality assurance finding (see Section 14.0, Quality Audits). Corrective actions taken to prevent recurrence resulting from quality audits are also addressed in this section.

The Program QA Manager will monitor the implementation of the corrective action process.

12.6 Implementing Documents

As shown in Appendix A, Documented Quality System Outline.

13.0 QUALITY RECORDS

13.1 Purpose and Scope

This section defines the requirements for the maintenance of quality records to ensure that they are properly identified, collected, stored, indexed, filed, and maintained until final disposition of the records, or later as required by the contract, to validate compliance with contractual requirements. Quality records include all the records required by the Program QMS, its supporting procedures, manuals, and specifications.

13.2 Reference

FTA-IT-90-5001-02.1, Quality Assurance and Quality Control Guidelines, February 2002.

13.3 Responsibilities

The Program QA Manager is responsible for ensuring that the Program procedures that implement this policy are established, maintained and implemented.

Quality personnel for each project within the Program are responsible for ensuring that the procedures that implement this policy on their projects are established, maintained, and implemented. The Program QA Manager is responsible for verifying that these procedures are implemented and effective.

All personnel who generate quality records are responsible for ensuring that the records are complete, legible and accurate.

13.4 General Requirements

The Program will generate and keep quality records to fully demonstrate that the specified requirements were achieved and that the Program QMS was effectively implemented.

13.5 Implementation

The PMPC Team and each project manager with the Program will establish and maintain the procedures for the identification, collection, indexing, filing, storage, maintenance, and disposition of quality records.

Records shall be legible and clearly identify the material, equipment, or element of work involved.

The indexing, filing, and storage of quality records shall allow documents to be easily identified and retrieved.

Quality records shall be maintained in facilities that provide a suitable environment to minimizing deterioration and damage, and preventing loss.

Access to quality records will be provided to auditing agents for the purpose of conducting surveillance or audits to verify implementation of the QMS.

13.5.1 Types of Quality Records

Quality records include those specified in procurement and construction contract documents and received from contractors and suppliers into the project document

control system. Examples of quality verification documents for records control and retention include the following:

- contracts
- contract change orders
- procurement documents
- design submittals
- design check prints
- quantity take-off check prints
- design review reports
- audit reports
- corrective action reports
- project management reviews
- inspector's daily reports
- concrete pour cards
- field test records
- laboratory test records
- certificates of compliance
- supplier's quality verification submittals
- approved shop drawings
- change orders
- project specifications and drawings
- as-built drawings
- project certifications
- non-conformance reports

13.5.2 Retention of Quality Records

Quality records will be divided into two categories, lifetime and non-permanent, according to the length of time they will be retained.

Lifetime (permanent) records are those that provide the following:

- significant value in demonstrating safe design and construction and the capability of safe operation
- baseline data for inspection and testing
- significant value in maintaining, reworking, repairing, replacing, modifying, or otherwise supporting an item
- significant value in determining the cause of an accident, or the malfunction of an item

Non-permanent records are retained for a limited duration and will be labeled with *destruct* dates on the document container and on the appropriate transmittal forms. These records will be maintained for the contractually required period.

13.6 Implementing Documents

As shown in Appendix A, Documented Quality System Outline.

14.0 QUALITY AUDITS

14.1 Purpose and Scope

This section defines the requirements for internal and external quality audits to verify implementation of the Program QMS and its effectiveness.

14.2 Reference

FTA-IT-90-5001-02.1, Quality Assurance and Quality Control Guidelines, February 2002.

14.3 Responsibilities

The Program QA Manager is responsible for overseeing planning and executing audits of all Program quality activities, including the implementation of project-specific quality plans by project quality personnel.

Project quality personnel are responsible for planning and executing quality audits within their scope of work.

All Program personnel are responsible for assisting the Program and project quality personnel in the performance and documentation of audits, and the implementation of any corrective actions resulting from these audits.

14.4 General Requirements

The Program shall establish a comprehensive program of planned and documented internal and external quality audits—to be performed or overseen by the Program QA Manager—to verify that quality activities being performed by and for the Program meet the commitments of the QMS. These audits shall be used to provide feedback on the implementation and effectiveness of the QMS and confirm that discrepant conditions are addressed by comprehensive and verifiable corrective action.

14.5 Implementation

14.5.1 Quality Management System Review

The Program QA Manager shall perform and document a semiannual QMS review with the Program Management Team to assess the effectiveness of the QMS Manual and its implementation.

14.5.2 Assignment of Auditors

The Program QA Manager shall assign auditors with experience and training commensurate with the audit assignment. Records of the qualifications of all auditors shall be maintained by the Program QA Manager. Technical specialists may be used under the direction of a lead auditor to independently review or assess the technical adequacy and acceptance of specialized products or processes being audited.

14.5.3 Audit Scheduling

Audits are scheduled according to work completion status and the importance of the activity. They should be done early enough to ensure that adequate control has been planned and implemented during initial contract activities.

For each contract, audits schedules will vary according to the needs of the contract and will depend on the nature and importance of the activity being performed and the results achieved, as determined by the Program QA Manager.

Every contractor and supplier shall be audited at least once during its contract. The Program QA Manager is responsible for planning and scheduling these audits. Project audits may be requested on activities outside of the normal scope of the quality program by the TJPA Executive Director, TJPA Senior Program Manager/ Engineering Manager, PMPC Program Manager or PMPC project managers.

14.5.4 Audit Planning

In preparation for a contractor or supplier audit, auditors shall review the relevant commercial and technical documents used in the execution of the contract and the results of previous audits, if applicable. From this review, a checklist shall be developed to ensure that a comprehensive analysis is accomplished. The technical documents may include the following:

- quality assurance and quality control plans
- project procedures and instructions
- drawings, specifications and calculations
- industry standards (e.g., ASTM, ACI, FHWA, Caltrans)

14.5.5 Audit Execution

Prior to the execution of an external (i.e., not by the PMPC Consultant) audit, Program and project management and the consultant, construction contractor or supplier are notified of the time, duration and scope of the audit. On the initial day of the audit, an entry meeting shall be held to familiarize the project team with the audit process. The contractor is ultimately responsible for notifying subcontractors and suppliers about the audit requirements.

For an internal PMPC audit, Program management and the audit functional group participants are notified of the time, duration and scope of the audit. Functional group management is responsible for conformance to the audit requirements and will include architectural and engineering consultants, procurement, construction management consultants, and Program controls. The policies and procedures for the execution of this type of audit are identical to those for external audits.

Each audit shall begin with a preaudit conference chaired by the audit team leader. At this meeting the audit agenda will be discussed and commitments will be obtained from the head of the audited group regarding personnel to be contacted in the areas scheduled for audit.

Using the prepared checklist, the auditor will gather evidence to verify compliance with contractual requirements. Deficiencies that are noted shall be documented on a *quality assurance finding* form that describes the quality requirement, the finding, the recommended corrective action, if any, and the scheduled completion date.

Contactor or supplier departures from or failure to implement the requirements of the governing documents listed in 14.5.4 will be recorded as “quality assurance findings” on the audit report.

On the last day of an audit, an exit meeting shall be held to discuss the audit evaluation and findings before finalization of the audit report. This gives the functional group, contractor, or supplier the opportunity to examine, with the oversight group and the auditors, all the issues disclosed during the audit. Prior to the close of the exit meeting, the audited organization and audit participants will jointly agree on the corrective action plan, the assignment of the responsible group or person, and the scheduled due date for completion.

14.5.6 Audit Reports

An audit report written by the participating QA auditor or technical specialist will identify the scope of the audit, audit results and corrective action, and will include a quantitative and qualitative assessment of the effectiveness of the quality program.

The audit report will be prepared and issued within two weeks of the audit exit meeting. The audit report will be provided to Program and project management and to the functional organizations, contractors or suppliers having responsibility in the audited area. The audited organization will generally have one month to respond to the audit report.

Follow-up verification that corrective action has taken place will occur if the audited organization does not provide objective evidence with its response to the audit finding.

Audit results are reported to Program management in both job-specific audit reports and QA/QC activity status reports.

14.6 Implementing Documents

As shown in Appendix A, Documented Quality System Outline.

15.0 TRAINING

15.1 Purpose and Scope

This section defines the requirements for the training of personnel working on the Program and its constituent projects to ensure they are familiar with all requirements of the QMS and its implementation.

15.2 Reference

FTA-IT-90-5001-02.1, Quality Assurance and Quality Control Guidelines, February 2002.

15.3 Responsibilities

Program design consultants, functional managers and other consultants will be responsible for identifying the personnel to implement the QMS and ensuring their training. This training will provide assigned individuals with specific indoctrination and training covering the procedures and application of the QMS to their assigned tasks and responsibilities.

15.4 General Requirements

Personnel working on the Program shall be trained in QMS requirements and implementation. Training sessions shall be documented.

15.5 Implementation

PMPC Program and project managers shall identify personnel responsible for ensuring quality who need to be trained in QMS implementation.

The Program QA Manager will conduct training sessions for identified Program personnel, and document attendance and course content.

15.6 Implementing Documents

As shown in Appendix A, Documented Quality System Outline.

ABBREVIATION	FULL TEXT
A/E	architect(ure) and engineer(ing)
AB	(California) assembly bill
ABAG	Association of Bay Area Governments
AC Transit	Alameda–Contra Costa Transit District
ACWP	actual cost of work performed
ADA	Americans with Disabilities Act
AFE	authorization for expenditure
AIS	alternate implementation strategy
ASTM	American Society of Testing and Materials
BAAQMD	Bay Area Air Quality Management District
BAC	budget at completion
BAFO	best and final offer
BART	Bay Area Rapid Transit
BATA	Bay Area Toll Authority
BCWP	budgeted cost of work performed
BIC	(San Francisco) Building Inspection Commission
CAC	(Transbay) Citizens Advisory Committee
CADD	computer assisted design and drafting
CalEPA	California Environmental Protection Agency
CalOSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CAR	corrective action request
CARB	California Air Resources Board
CBC	California Building Code
CBD	central business district
CCB	change control board
CCRL	California Community Redevelopment Law
CCSF	City and County of San Francisco
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CHSR	California High-Speed Rail
CHSRA	California High-Speed Rail Authority
CIP	capital improvement program
CM	construction manager or construction management (context dependent)
CMA	Congestion Management Agency
CMAQ	Congestion Management and Air Quality
CMC	construction management consultant
CMod	contract modification
CMP	congestion management program
CO	change order
CPM	critical path method
CPUC	California Public Utilities Commission
CSI	Construction Specifications Institute

ABBREVIATION	FULL TEXT
CTC	California Transportation Commission
CVS	certified value specialist
D/B	design/build
D/B/B	design/bid/build
DBE	disadvantaged business enterprise
DBI	(San Francisco) Department of Building Inspection
DLPA	developed locally preferred alternative
DOT	(Federal) Department of Transportation
DPT	(San Francisco) Department of Parking and Traffic
DPW	(San Francisco) Department of Public Works
DRB	dispute review board
DTX	Caltrain Downtown Extension (refers to the Downtown Extension Project)
DVBE	disadvantaged veteran's business enterprise
E&O	errors and omissions
EA	environmental assessment
EAC	estimate at completion
EEO	equal employment opportunity
EIR	environmental impact report (State)
EIS	environmental impact statement (Federal)
EPA	(Federal) Environmental Protection Agency
ES&H	environmental, safety, and health
ESA	environmental site assessment
ETC	estimate to complete or estimated total cost (context dependent)
FA	force account
FACO	force account change order
FAR	federal acquisition regulations
FEIS/EIR	Final Environmental Impact Statement / Environmental Impact Report
FF&E	furniture, fixtures, and equipment
FFGA	full funding grant agreement
FHWA	Federal Highway Administration
FMO	financial management oversight
FO	field order
FONSI	finding of no significant impact
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FY	fiscal year
GC	general contractor
GMIS	grants management information system
GMP	guaranteed maximum price
H&S	health and safety
Hazmat	hazardous material
HRC	(San Francisco) Human Rights Commission

ABBREVIATION	FULL TEXT
HSR	high-speed rail
HVAC	heating, ventilation, and air conditioning
I-280	Interstate (Highway) 280
I-80	Interstate (Highway) 80
IAST	independent assurance sampling and testing
IBC	International Building Code
ICBO	International Conference of Building Officials
IEC	International Electrical Code
IFC	International Fire Code
IIPP	injury and illness prevention plan
IMC	International Mechanical Code
IPC	International Plumbing Code
ITIP	Interregional Transportation Improvement Program
LAN	local area network
LD	liquidated damages
LEED	leadership in energy and environmental design
LPA	locally preferred alternative
LS	lump sum
MBE	minority (owned) business enterprise
MEP	mechanical, electrical, and plumbing
MMP	mitigation monitoring plan
MMRP	mitigation monitoring and reporting program
MOA	memorandum of agreement
MOU	memorandum of understanding
MPO	Metropolitan Planning Organization
MTA	(San Francisco) Municipal Transportation Agency
MTC	(San Francisco Bay Area) Metropolitan Transportation Commission
Muni	San Francisco Municipal Railway
NCR	non-conformance report
NEPA	National Environmental Policy Act
NOD	notice of determination (CEQA requirement)
NPDES	National Pollution Discharge Elimination System
NSP	new start project
NTP	notice to proceed
O&M	operating(ion) and maintenance
OCIP	owner-controlled insurance program or plan
OSHA	Occupational Safety and Health Administration
PCJPB	Peninsula Corridor Joint Powers Board
PCMod	pending contract modification
PCO	pending change order
PE	preliminary engineering
PFC	passenger facility charge
PIP	Program Implementation Plan

ABBREVIATION	FULL TEXT
PLA	project labor agreement
PM	project manager or project management (context dependent)
PMIS	program management information system
PMO	project management oversight
PMOC	project management oversight consultant
PMP	Program Management Plan
PMPC	program management / program controls
PNRS	projects of national and regional significance
PPM	Program Procedures Manual
Prop K	San Francisco Proposition K
PS&E	plans, specifications, and estimate
PTCC	partnership transit coordinating councils
PUC	(California) Public Utilities Commission
QA	quality assurance
QA/QC	quality assurance / quality control
QC	quality control
QMP	Quality Management Plan
QMS	Quality Management System
RACC	Regional Agency Coordinating Committee
RAMP	real estate acquisition and management plan
RAP	relocation assistance program
RE	resident engineer
RFI	request for information
RFP	request for proposal
RFQ	request for qualification
RFS	request for substitution
RLPA	refined locally preferred alternative
RM1	Regional Measure 1
RM2	Regional Measure 2
RMP	Risk Management Plan
ROD	record of decision (NEPA requirement)
ROI	return on investment
ROW	right-of-way
RTEP	Regional Transit Expansion Program (Resolution 3434)
RTIP	Regional Transportation Improvement Program
RTP	regional transportation plan
RWQCB	Regional Water Quality Control Board
SB	(California) senate bill
S/CMRC	safety/configuration management review committee
S/CMRC	safety and configuration management review committee
S/DBE	small and disadvantaged business enterprise
SAFETEA-LU	Safe, Accountable, Flexible, Efficient Transportation Equity Act – a Legacy
SamTrans	San Mateo County Transit District (bus services)

ABBREVIATION	FULL TEXT
SFAC	San Francisco Arts Commission
SFBC	San Francisco building codes or San Francisco Bicycle Coalition (context)
SFCTA	San Francisco County Transportation Authority
SFFD	San Francisco Fire Department
SFIA	San Francisco Institute of Architecture
SFO	San Francisco International Airport
SFPD	San Francisco Police Department
SFPUC	San Francisco Public Utilities Commission
SFRA	San Francisco Redevelopment Agency
SHOPP	State Highway Operations and Protection Program
SHPO	State Historic Preservation Officer
SMCTA	San Mateo County Transportation Authority
SOMA	South of Market (street) area
SOP	standard operating procedure
SSC	safety and security certification
SSMP	safety and security management plan
SSO	state safety oversight
SSPP	system safety (and/or security) program plan
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
SWPPP	storm water pollution prevention plan
T&M	time and material
TAC	Technical Advisory Committee
TBD	to be determined
TC	Transit Center (refers to the Transit Center Project)
TCR	Traffic Congestion Relief (Program)
TCRP	Transportation Congestion Relief Program
TDR	transferable development rights
TEA-21	Transportation Equity Act for the 21st Century
TFCA	Transportation Fund for Clean Air
the City	City and County of San Francisco
TIFIA	Transportation Infrastructure Financing and Innovation Act
TIP	Transportation Improvement Plan
TJPA	Transbay Joint Powers Authority
TTC	Transbay Transit Center (refers to the Transbay Transit Center Program)
UBC	Uniform Building Code
UFC	Uniform Fire Code
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
US DOT	United States Department of Transportation
VE	value engineering
VM	value management
VTa	(Santa Clara) Valley Transportation Authority

ABBREVIATION	FULL TEXT
WASSP	(Bay Bridge) West Approach Seismic Safety Project
WBE	woman (owned) business enterprise
WBS	work breakdown structure
WP	working paper
YOE	year of expenditure

APPENDIX C

FTA REQUIREMENTS FOR PROFESSIONAL SERVICES CONTRACTS

1. DEFINITIONS

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 a third party contract financed in whole or in part with Federal assistance originally derived from FTA.

c. **Cooperative Agreement** means the instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project or Program, and in which FTA takes an active role or retains substantial control.

d. **Federal Transit Administration** is the current designation for the former Urban Mass Transportation Administration. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.

e. **Federal Transit Administrator** is the current designation for the former Urban Mass Transportation Administrator. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administrator shall be deemed a reference to the Federal Transit Administrator.

f. **FTA** is the acronym for the Federal Transit Administration, one of the operating administrations of the U.S. DOT. FTA replaces the acronym UMTA.

g. **FTA Directive** includes any FTA circular, notice, order or guidance providing information about FTA's programs, application processing procedures, and Project management guidelines. In addition to FTA directives, certain U.S. DOT directives also apply to the Project.

h. **Grant Agreement** means the instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project, and in which FTA does not take an active role or retain substantial control, in accordance with 31 U.S.C. § 6304.

i. **Government** means the United States of America and any executive department or agency thereof.

j. **Project** means the task or set of tasks listed in the Approved Project Budget, and any modifications stated in the Conditions to the Grant Agreement or Cooperative Agreement applicable to the Project. In the case of the formula assistance program for urbanized areas, for elderly and persons with disabilities,

and non-urbanized areas, 49 U.S.C. §§ 5307, 5310, and 5311, respectively, the term "Project" encompasses both "Program" and "each Project within the Program, as the context may require, to effectuate the requirements of the Grant Agreement or Cooperative Agreement.

k. **Recipient** means any entity that receives Federal assistance directly from FTA to accomplish the Project. The term "Recipient" includes each FTA "Grantee" as well as each FTA Recipient of a Cooperative Agreement. For the purpose of this Agreement, Recipient is the TJPA.

l. **Secretary** means the U.S. DOT Secretary, including his or her duly authorized designee.

m. **Third Party Contract** means a contract or purchase order awarded by the Recipient to a vendor
or Contractor, financed in whole or in part with Federal" assistance awarded by FTA.

n. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or third party subcontractor, financed in whole or in part with Federal assistance originally derived from FTA.

o. **U.S. DOT** is the acronym for the U.S. Department of Transportation, including its operating administrations.

2. **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA(3) dated October, 2003) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3. **AUDIT AND INSPECTION**

a. The Contractor agrees to provide the TJPA, the City and County of San Francisco, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

b. 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.

c. The Contractor agrees to maintain all books, records, accounts and reports 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 Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. 49 CFR 18.36(i)(11).

4. **DEBARMENT AND SUSPENSION**

See Section 12 of the Agreement.

5. **NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR**

a. 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 underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract 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 contract) pertaining to any matter resulting from the underlying contract.

b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

6. **CIVIL RIGHTS**

a. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 41 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 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 may issue.

b. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

- (1) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOT) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,

Department of Labor," 41 CFR Parts 60 et seq., (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. § 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 may issue.

- (2) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 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 may issue.
- (3) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 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 may issue.

c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. PATENT RIGHTS *(required in contracts for experimental, research, or development projects financed by FTA)*

a. **General.** If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the TJPA and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the FTA.

b. Unless the Federal Government later makes a contrary

determination in writing, irrespective of the Contractor's status (large business, small business, state government or instrumentality, local government, nonprofit organization, institution of higher education, individual), the TJPA and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

8. RIGHTS IN DATA AND COPYRIGHTS *(Required in contracts for planning, research, or development financed by FTA)*

a. **Definition.** The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

b. **Federal Restrictions.** The following restrictions apply to all subject data first produced in the performance of this Agreement.

- (1) **Publication of Data.** Except for its own internal use in conjunction with the Agreement, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
- (2) **Federal License.** In accordance with 49 CFR §§ 18.34 and 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, "for Federal Government purposes," any subject data or copyright described below. As used in the previous sentence, "for Federal Government purposes" means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party:

- (a) Any subject data developed under this Agreement, whether or not a copyright has been obtained; and
 - (b) Any rights of copyright purchased by TJPA or Contractor using Federal assistance in whole or in part provided by FTA.
- (3) **FTA Intention.** When FTA awards Federal assistance for an experimental, research or developmental work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in the work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, research, or developmental work required by the underlying Agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Agreement, or a copy of the subject data first produced under the Agreement for which a copyright has not been obtained. If the experimental, research, or developmental work which is the subject of this Agreement is not completed for any reason whatsoever, all data developed under this Agreement shall become subject data as defined in Subsection a. above and shall be delivered as the Federal Government may direct. This subsection does not apply to adaptations of automatic data processing equipment or programs for the TJPA's use the costs of which are financed with Federal transportation funds for capital projects.
- (4) **Hold Harmless.** Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful acts of employees or agents of the Federal Government.
- (5) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (6) **Application to Data Incorporated into Work.** The requirements of Subsections (2), (3) and (4) of this Section do not apply to data developed by the TJPA or Contractor and incorporated into the work carried out under this Agreement, provided that the TJPA or Contractor identifies the data in writing at the time of delivery of the work.
- (7) **Application to Subcontractors.** Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part

with Federal assistance provided by FTA.

- (a) **Provision of Rights to Government.** Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (large business, small business, state government or instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the TJPA and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- (b) **Flow Down.** The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

9. EMPLOYEE PROTECTIONS (*applicable to nonconstruction contracts in excess of \$2,500*)

a. **Overtime requirements.** No Contractor or subcontractor contracting for any part of the contract 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 therefore shall be liable for the unpaid wages. In addition, Contractor and subcontractors 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 (a) of this section.

c. **Withholding for unpaid wages and liquidated damages.** The TJPA, the City and County of San Francisco 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 contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime 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.

d. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

e. **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is

financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

10. ENERGY CONSERVATION REQUIREMENTS

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.

11. CLEAN WATER REQUIREMENTS *(The Clean Water requirements apply to all contracts in excess of \$100,000.)*

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. §§ 1251 et seq. Contractor agrees to report each violation of these requirements to the TJPA and understands and agrees that the TJPA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.

b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

12. CLEAN AIR *(The Clean Air requirements apply to all contracts in excess of \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.)*

a. Contractor agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 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 the appropriate EPA Regional Office.

b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13. METRIC SYSTEM

To the extent practicable and feasible, the tjpa will accept products and services with dimensions expressed in the metric system of measurement.

14. PRIVACY

If Contractor or its employees administer any system of records on behalf of the Federal Government, Contractor and its employees agree to comply with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a (the Privacy Act). Specifically, Contractor agrees to obtain the express consent of the Federal Government before it or its employees operates a system of records on behalf of the Government. Contractor acknowledges that the requirements of the

Privacy Act, including the civil and criminal penalties for violations of the Privacy Act, apply to those individuals administering a system of records for the Federal Government under the Project, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement. The Contractor

also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

15. DRUG AND ALCOHOL TESTING

To the extent Contractor, its subcontractors or their employees perform a safety-sensitive function under the Agreement, Contractor agrees to comply with, and assure compliance of its subcontractors, and their employees, with 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.

16. TERMINATION FOR CONVENIENCE OF TJPA *(required for all contracts in excess of \$10,000)*

See Agreement Terms and Conditions.

17. TERMINATION FOR DEFAULT *(required by FTA for all contracts in excess of \$10,000)*

See Agreement Terms and Conditions.

18. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying 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 underlying contract or the FTA-assisted project for which this contract 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 a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subContractor who will be subject to the provisions.

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA -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 TIPA request which would cause the TIPA to be in violation of the FTA terms and conditions.

20. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 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. 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 and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.