

MASTER FUNDING AGREEMENT

BETWEEN THE METROPOLITAN TRANSPORTATION COMMISSION

and

THE CITY AND COUNTY OF SAN FRANCISCO

FOR

FISCAL YEAR 2019-20 through FISCAL YEAR 2028-29

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1.0 GENERAL.....	2
2.0 INTERAGENCY AGREEMENT ADMINISTRATION.....	2
3.0 FUNDING.....	3
4.0 TERM.....	3
5.0 PAYMENT	3
6.0 DELAYS AND FAILURE TO PERFORM.....	3
7.0 AMENDMENTS	4
8.0 TERMINATION.....	4
9.0 USE OF THIRD-PARTY CONTRACTS.....	4
10.0 INDEMNIFICATION	4
11.0 LAWS AND REGULATIONS.....	5
12.0 RECORDS.....	5
13.0 AUDITS	5
14.0 SUBCONTRACTS.....	6
15.0 PROHIBITED INTERESTS	6
16.0 ORGANIZATIONAL CONFLICTS OF INTEREST.....	7
17.0 CHOICE OF LAW	8
18.0 PARTIAL INVALIDITY	8
19.0 NO THIRD PARTY BENEFICIARIES.....	8
20.0 ORDER OF PRECEDENCE.....	8
EXHIBIT A, FORM OF SUPPLEMENT	10
EXHIBIT B-1, ADDITIONAL TERMS AND CONDITIONS (GENERAL)	12
EXHIBIT B-2, ADDITIONAL TERMS AND CONDITIONS (FEDERALLY REQUIRED CLAUSES).....	13
EXHIBIT B-3, ADDITIONAL TERMS AND CONDITIONS (STATE REQUIRED CLAUSES).....	20
EXHIBIT B-4, ADDITIONAL TERMS AND CONDITIONS (PREVAILING WAGE RATES, APPRENTICESHIPS, AND PAYROLL RECORDS, NON FEDERALLY FUNDED AGREEMENTS).....	33
EXHIBIT B-5, ADDITIONAL TERMS AND CONDITIONS (PREVAILING WAGE RATES, APPRENTICESHIPS, AND PAYROLL RECORDS, FEDERALLY FUNDED AGREEMENTS).....	34
EXHIBIT B-6, ADDITIONAL TERMS AND CONDITIONS (RM1, RM2, AB 1171)	38
EXHIBIT B-7, ADDITIONAL TERMS AND CONDITIONS (STP).....	45
EXHIBIT C, FORM 10-C	49
HTTP://WWW.DOT.CA.GOV/HQ/LOCALPROGRAMS/LAM/FORMS/CHAPTER10/10 C.PDF	49

MASTER FUNDING AGREEMENT
Between METROPOLITAN TRANSPORTATION COMMISSION
And THE CITY AND COUNTY OF SAN FRANCISCO

This Master Funding Agreement, effective as of July 1, 2019 (this “Master Funding Agreement” or “Agreement”), is entered into by and between the Metropolitan Transportation Commission (“MTC”), a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*, and THE CITY AND COUNTY OF SAN FRANCISCO (“CITY”), acting through the CITY Department that executes and delivers a Supplement as defined below (each, a “Department”). Each reference to the “CITY” in this Agreement shall mean, for purposes of the funding and the work described in a Supplement, the Department that executes that Supplement. Each Department shall, before entering into a Supplement, obtain all necessary City approvals relating to that Supplement. MTC and the CITY are collectively referred to herein as “the Parties.”

WITNESSETH

WHEREAS, MTC has been designated as the Metropolitan Planning Organization (MPO - federal) and the Regional Transportation Planning Agency (“RTPA” - state) for the San Francisco Bay Region; and

WHEREAS, MTC from time to time expects to provide funds available to it as MPO, RTPA or otherwise to the CITY; and

WHEREAS, it is expected that these funds will be used for planning, programming, transportation, transit, land use or other projects relevant to MTC or its statutory purposes (the “Project” or “Projects”); and

WHEREAS, the Parties wish to set forth the terms and conditions under which MTC may from time to time provide funding to the CITY for the Term of this Agreement; and

WHEREAS, MTC and the City, acting through its Municipal Transportation Agency, entered into a separate master funding agreement dated as of July 1, 2018, and two supplements to that agreement were signed by the City’s Planning Department, but the Parties now intend to transfer those supplements to this Agreement (attached to this Agreement as Supplement Nos. 2 and 3) and ratify and confirm those supplements under this Agreement; and

WHEREAS, in order for MTC to make funds available hereunder, MTC and the CITY will enter into at least one Supplement to this Master Funding Agreement, which must be in

substantially the form attached hereto as Exhibit A (each, a “Supplement”) to establish the terms and conditions applicable to the CITY when receiving funds for the Project;

NOW, THEREFORE, the Parties agree as follows:

1.0 GENERAL

This Master Funding Agreement shall have no force and effect with respect to a Project or any portion thereof unless and until a Supplement has been fully executed by both MTC and the CITY (including approval as to form by the City Attorney) governing the relevant Project. Exhibit A, Form of Supplement, is attached hereto and incorporated herein. Each Supplement shall include the following information:

- a. A description of the applicable Project scope of work;
- b. A maximum payment amount for the applicable Project scope of work;
- c. Which clauses attached hereto as Exhibits B-1 through B-7 shall apply to the CITY’s implementation of the applicable Project scope of work;
- d. Any additional covenants, conditions, restrictions or reporting requirements that apply to the applicable Project scope of work or funding source MTC is providing to the CITY;
- e. Identification of the MTC and CITY project managers for the applicable Project scope of work, as well as the Department that is acting on behalf of the City for purposes of that Supplement;
- f. The estimated budget and payment milestones for the applicable Project scope of work; and
- g. Any MTC or CITY resolutions, authorizations or approvals, or any other key documents, relevant to the applicable Project scope of work or funding source MTC is providing to the CITY.

Upon execution by MTC and the CITY of such a Supplement, the CITY shall assume the responsibility for implementing the applicable Project scope of work, and MTC will administer funding to the CITY in accordance with this Agreement, the applicable Supplement, and any other documents incorporated by reference into such Supplement. In the event a provision of the Master Funding Agreement conflicts with a provision in a Supplement, the provision in the Supplement will take precedence.

2.0 INTERAGENCY AGREEMENT ADMINISTRATION

The administration of this Agreement will be conducted by MTC staff. Day-to-day management of individual projects required under this Agreement is assigned to the appropriate Project Manager at the CITY and Project Manager at MTC, as set forth in the applicable Supplement.

3.0 FUNDING

A. The total compensation to be paid to the CITY under this Agreement shall be the sum of the amounts of compensation payable to the CITY as set forth in each Supplement.

B. The CITY and MTC jointly agree to exert their best efforts to manage each component of the Project in such a way that prevents costs from exceeding the estimated budget set forth in the applicable Supplement.

C. Reimbursement of CITY travel expenses and per diem rates are not to exceed the rate specified by the federal General Services Administration except if otherwise required by the State of California Department of Personnel Administration for State-funded projects.

4.0 TERM

This Agreement is in effect from July 1, 2019 to June 30, 2029. This Agreement term may be extended by mutual written agreement.

5.0 PAYMENT

Contingent upon the CITY's satisfactory completion of work products or milestones, as applicable, required under the applicable Supplement, the CITY shall submit invoices to MTC for that portion of the funds available to the CITY that have been expended. This invoice will be in the format and provided no more frequently than prescribed by MTC in the applicable Supplement. In addition, all supporting documentation must accompany expenditures included on CITY invoices. Payment shall be made by MTC within 30 days of receipt of an acceptable invoice, which shall be subject to the review and approval of MTC's Project Manager or a designated representative. Approval of an invoice shall not be unreasonably withheld. The CITY should submit invoices electronically via email to MTC at acctpay@mtc.ca.gov or deliver or mail invoices to MTC, as follows:

Attention: Accounting Section
Metropolitan Transportation Commission
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA, 94105

6.0 DELAYS AND FAILURE TO PERFORM

Whenever the CITY encounters any difficulty that will significantly delay timely performance of work, the CITY shall notify MTC in writing. The parties agree to cooperate to work out a mutually satisfactory course of action.

If MTC determines that (a) the CITY's failure to complete a project on a timely basis is due to causes solely within the CITY's control; and/or (b) the CITY has failed to reasonably mitigate such failure, MTC may impose such sanctions as it may determine appropriate. Sanctions may include withholding of commensurate payment due under this Agreement until compliance is achieved.

7.0 AMENDMENTS

This Agreement or any Supplement hereto may be amended by mutual agreement of MTC and the CITY at any time during the term of the Agreement. All such changes shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the Executive Director of MTC and the Director of the applicable Department, or their designated representatives. The MTC Project Manager is not a designated representative for purposes of executing an amendment.

8.0 TERMINATION

Either party may terminate this Agreement or a specific Supplement, in whole or in part, at any time upon 90 days' written notice. In this event, the CITY shall submit an invoice to MTC for an amount representing the actual cost of services performed up to the effective date of termination for which the CITY has not been previously reimbursed. In no event shall the maximum expenditure allowed under this Agreement, as it may be adjusted by a written amendment signed by both parties, be exceeded. Upon payment of the amount found due, MTC shall be under no further obligation to the CITY under this Agreement, monetarily or otherwise.

9.0 USE OF THIRD-PARTY CONTRACTS

The CITY may subcontract or subvene funds to local agencies, consultants or contractors for performance of portions of the work required under this Agreement without the prior written consent of MTC, provided the CITY complies with other applicable requirements of this Agreement and the applicable Supplement hereto, and applicable federal and state requirements.

10.0 INDEMNIFICATION

The CITY shall indemnify, defend, and hold harmless MTC, its Commissioners, representatives, agents and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or intentional act or

failure to act of the CITY, its officers, employees or agents, or subconsultants or any of them in connection with this Agreement.

11.0 LAWS AND REGULATIONS

The CITY shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state and/or a local government, and of any agency thereof, including but not limited to, if applicable, the California Department of Transportation (Caltrans) Local Assistance Procedures Manual, as they exist at the time of execution of the Agreement and as they may be amended in the future, which relate to or in any manner affect the performance of this Agreement and any Supplements.

12.0 RECORDS

The CITY agrees to establish and maintain an accounting system conforming to generally accepted accounting principles (GAAP) that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs. The CITY further agrees to keep all records pertaining to the Project(s) being funded for audit purposes for a minimum of: (a) three years following final payment to the CITY, (b) four years following the fiscal year of last expenditure under the Agreement; or (c) until completion of any litigation, claim or audit, whichever is longest.

13.0 AUDITS

The CITY shall permit MTC and MTC's authorized representatives to have access to the CITY's books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this Agreement and for the period specified in Article 12. The CITY shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time. Such permission shall extend to books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement of the CITY's contractors and subcontractors, if any. If applicable, should MTC request access to the construction site and related field operations, MTC shall provide reasonable notice to the CITY, and the CITY shall provide access as it deems reasonable and safe, subject to the rights of the property owner if such owner is not the CITY.

The CITY further agrees to include in all its subcontracts hereunder exceeding \$25,000 a provision to the effect that the subconsultant agrees that MTC or any of MTC's duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subconsultant for the term specified above. "Subconsultant" is defined in Article 14.0 Subcontracts, below.

14.0 SUBCONTRACTS

A. For purposes of this Agreement, "subconsultant" shall mean any consultant or contractor under contract with the CITY to perform Project work. Any subconsultants must be engaged under written contract with the CITY with provisions allowing the CITY to comply with all requirements of this Agreement. Failure of a subconsultant to provide any insurance required under this Agreement shall be at the risk of the CITY. MTC's Project Manager shall be notified in writing of any substitution or addition of subconsultants.

B. For any Project funded by FHWA or Caltrans, the CITY shall complete Form 10-C, as may be revised by Caltrans from time to time, the current version of which may be found by the link in Exhibit C, Form 10-C, within 30 days of executing an agreement with an A&E consultant and submit it to MTC's Project Manager. For any Project funded by FTA, the CITY shall provide equivalent documentation that it has complied with FTA procurement requirements with respect to A&E consultants. MTC shall not process payment of any invoice under the applicable Supplement relating to work by a subconsultant unless the CITY shall have submitted to MTC a Form 10-C or equivalent with respect to its contract with such subconsultant.

C. Nothing contained in this Agreement or otherwise, shall create any contractual relation between MTC and any subconsultants, and no subcontract shall relieve the CITY of his/her responsibilities and obligations hereunder. The CITY agrees to be as fully responsible to MTC for the acts and omissions of its subconsultants 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 CITY. The CITY's obligation to pay its subconsultants is an independent obligation from MTC's obligation to make payments to the CITY.

D. Unless otherwise provided in this Agreement, applicable provisions of this Agreement shall be included in any subcontract or subconsultant agreement in excess of \$25,000 entered into with funds provided under this Agreement.

15.0 PROHIBITED INTERESTS

No member, officer, employee or agent of MTC, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, et seq., direct or indirect, in the Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective employers. Accordingly, the CITY further covenants that it has made a complete disclosure to MTC of all facts of which the CITY is aware upon due inquiry bearing upon any possible interest, direct or indirect, that it believes any member, officer, agent or employee of MTC (or an immediate family member, domestic partner or employer or prospective employer of such member, officer,

agent or employee) presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by MTC.

16.0 ORGANIZATIONAL CONFLICTS OF INTEREST

The CITY shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed by subconsultants or subcontractors under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to MTC or the CITY; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

The CITY shall not engage the services of any subconsultant or subcontractor on any work related to this Agreement if the subconsultant or subcontractor, or any employee of the subconsultant or subcontractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement that cannot be mitigated in accordance with federal or state guidelines.

If at any time during the term of this Agreement the CITY becomes aware of an organizational conflict of interest in connection with the work performed by a subconsultant or subcontractor hereunder, the CITY shall immediately provide MTC with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The CITY's written notice will also describe alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the period of performance of this Agreement, MTC becomes aware of an organizational conflict of interest in connection with performance of any work hereunder by a subconsultant or subcontractor, MTC shall similarly notify the CITY. In the event a conflict is presented, whether disclosed by the CITY or its subconsultant or subcontractor, or discovered by MTC, MTC will consider the conflict presented and any alternatives proposed and meet with the CITY to determine an appropriate course of action. MTC's determination as to the manner in which to address the conflict shall be final.

Failure to comply with this section may subject the CITY or its subconsultant or subcontractor to damages incurred by MTC in addressing organizational conflicts that arise out of work performed by such subconsultant or subcontractor, or to termination of this Agreement for breach.

17.0 CHOICE OF LAW

All questions pertaining to the validity and interpretation of the Agreement shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed within the State.

18.0 PARTIAL INVALIDITY

If any term or condition of this Agreement is found to be illegal or unenforceable, such term or condition shall be deemed stricken and the remaining terms and conditions shall remain valid and in full force and effect.

19.0 NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

20.0 ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this Agreement, any Supplement hereto, or the Exhibits hereto incorporated by reference into such Supplement, the following order of priority shall be used in resolving such conflict: the applicable Supplement shall have first priority, then the Exhibits incorporated into such Supplement, then this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

**METROPOLITAN TRANSPORTATION
COMMISSION**

CITY AND COUNTY OF SAN FRANCISCO

Therese McMillan, Executive Director

Kate Hartley,
MAYOR'S OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT

John Rahaim, Director
SAN FRANCISCO PLANNING DEPARTMENT

Approved as to Form

Dennis J. Herrera, City Attorney

By _____
Charles Sullivan
Deputy City Attorney

EXHIBIT A

FORM OF SUPPLEMENT

SUPPLEMENT [insert number] TO MASTER FUNDING AGREEMENT

This Supplement No. ____ to Master Funding Agreement (“Supplement or “Agreement”) is entered into this _____ day of _____, 2018, by and between the Metropolitan Transportation Commission (“MTC”) and [the CITY AND COUNTY OF SAN FRANCISCO, acting through the Mayor’s Office of Housing and Community Development] (“CITY”) and supplements the Master Funding Agreement, dated _____, 2018, by and between MTC and the CITY.

Pursuant to this Supplement, MTC agrees to provide an amount not to exceed _____ dollars (\$ _____) in [describe funding source] to the CITY to fund the [brief description of Project] (as more fully described in Annex I hereto, the “Supplement Project”). The estimated budget and payment milestones for the Supplement Project scope of work is attached as Annex II hereto.

MTC will reimburse the CITY for its actual eligible costs incurred for completed Supplement Project milestones or deliverables described in Annex II hereto.

Subject to completion of any required environmental review, the Supplement Project work will commence [date], and be completed no later than _____, 20__.

The clauses selected below and attached as exhibits to the Master Funding Agreement shall apply to the CITY’s performance of the applicable Supplement Project scope of work hereunder:

- ☐ Exhibit B-1, Additional Terms and Conditions (General), Paragraph A
- ☐ Exhibit B-1, Additional Terms and Conditions (General), Paragraph B
- ☐ Exhibit B-2, Additional Terms and Conditions (Federally Required Clauses)
- ☐ Exhibit B-3, Additional Terms and Conditions (State Required Clauses)
- ☐ Exhibit B-4, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Non-Federally-Funded Agreements)
- ☐ Exhibit B-5, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Federally-Funded Agreements)
- ☐ Exhibit B-6, Additional Terms and Conditions (Regional Toll Funds including RM1, RM2, and AB1171)
- ☐ Exhibit B-7, Additional Terms and Conditions (Regional Discretionary Federal Funds including STP and CMAQ)

[Insert any additional covenants, conditions, restrictions or reporting requirements that apply to the Supplement Project scope of work or funding source MTC is providing to the CITY.]

[Describe/attach any MTC or the CITY resolutions, authorizations or approvals, or any other key documents, relevant to the applicable Project scope of work or funding source MTC is providing to the CITY.]

The MTC Project Manager for the Supplement Project is [name, telephone, email]. The the CITY Project Manager for the Supplement Project is [name, telephone, email].

This Supplement is supplemental to the Master Funding Agreement; all terms and conditions of the Master Funding Agreement, as may be amended in this Supplement, remain unchanged.

Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Master Funding Agreement.

**METROPOLITAN TRANSPORTATION
COMMISSION**

**CITY AND COUNTY OF SAN
FRANCISCO**

Therese McMillan, Executive Director

[Name/Title]

Approved as to Form

Dennis J. Herrera, City Attorney

By _____

Deputy City Attorney

EXHIBIT B-1
ADDITIONAL TERMS AND CONDITIONS (GENERAL)

A. INSURANCE REQUIREMENTS

The CITY shall, at its own expense, obtain and maintain (and/or cause its subconsultant(s) to obtain and maintain, as applicable) the types of insurance and financial security listed (if any) in the applicable attachment or exhibit to the relevant Supplement against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under such Supplement, and in effect at all times for the duration of such Supplement. All policies will be issued by insurers acceptable to MTC, generally with a Best's Rating of A- or better with a Financial Size Category of VIII or better, or as otherwise specified in the applicable Supplement. Notwithstanding anything to the contrary, the CITY may satisfy the insurance requirements herein utilizing self-insurance providing equivalent coverage.

B. CLAIMS OR DISPUTES

Unless otherwise directed in writing by MTC, the CITY shall continue performance under this Agreement while any matters in dispute are being resolved. Further, MTC shall pay the CITY for any undisputed work performed by the CITY prior to or during the resolution of the matters in dispute. In the event there is a dispute concerning the interpretation of this Agreement or any aspect of the Project that the project managers identified by MTC and the CITY are unable to resolve, the project manager for either MTC or the CITY may request that an ad hoc Dispute Resolution Committee ("DRC") be convened to resolve the dispute. The DRC shall consist of two members, one appointed by the MTC Executive Director and the other appointed by the Director of Transportation of the CITY. The responsibility of chairing each ad hoc DRC shall alternate between the agencies, beginning with MTC. Further, disputes between MTC and the CITY that cannot be resolved by the DRC may be submitted to alternative dispute resolution, as agreed to by the parties. Fees and expenses of the mediator will be borne equally.

EXHIBIT B-2
ADDITIONAL TERMS AND CONDITIONS
FEDERALLY REQUIRED CLAUSES

1. **EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000e); 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 (42 U.S.C. § 12132); and, for FTA-funded projects, 49 U.S.C. § 5332 and any implementing requirements that FTA may issue. The CITY agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability or sex, discriminate or permit discrimination against any employee or applicant for employment.

2. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY**

It is the policy of MTC and the U.S. Department of Transportation to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities.

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

3. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The CITY agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21). For FTA-funded projects, the CITY further agrees to comply with the current FTA Circular 4702.1A, "Nondiscrimination Guidelines for FTA Recipients," the U.S. DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, and the U.S. DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons.

4. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The CITY agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

5. STATE ENERGY CONSERVATION PLAN

The CITY shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

6. ALLOWABILITY OF COSTS

The CITY shall comply with the cost principles (as applicable) in 2 Code of Federal Regulations Parts 200 and 1201, as applicable. In addition, all subcontracts must be in accordance with 2 Code of Federal Regulations Part 200, as applicable, MTC's funding agreement with DOT, and any regulations, guidelines and circulars of DOT, applicable as a result of such funding agreement. Further, all subconsultants shall agree to comply with 48 Code of Federal Regulations, Chapter 1, Part 31.

7. LICENSE FOR FEDERAL GOVERNMENT PURPOSES

FTA/FHWA 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: (a) the copyright in any work developed under the applicable Supplement; and (b) any rights of copyright to which MTC or the CITY purchases ownership under the applicable Supplement.

8. IDENTIFICATION OF DOCUMENTS

NOT USED.

9. RECORDS

In addition to the requirements of Article 12 of the Master Funding Agreement, copies of the CITY audits, if any, performed during the course of Project development and at Project completion shall be forwarded to MTC no later than 180 days after the close of the CITY's fiscal year following completion of the Project.

10. AUDITS

The CITY agrees to grant MTC, the U.S. DOT, FTA or FHWA, as applicable, the Comptroller General of the United States, the State of California, and their authorized representatives access to the CITY's books, records, accounts, and any and all work products, materials, and other data relevant to the applicable Supplement, for the purpose of making an audit, examination, excerpt and transcription during the term of the applicable Supplement and for the period specified in Article 14. The CITY shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time. If, as a result of any audit, it is determined by the auditor that reimbursement of any costs including profit or fee under the applicable Supplement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CITY agrees to reimburse MTC for those costs within sixty (60) days of written notification by MTC.

The CITY further agrees to include in all its subcontracts hereunder exceeding \$25,000 a provision to the effect that the subrecipient agrees that MTC the U.S. DOT, FTA or FHWA, as applicable, the Comptroller General of the United States, the State of California, and their authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subrecipient for the term specified above.

11. FLY AMERICA REQUIREMENTS.

The CITY 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 consultants 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 CITY 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, if used. The CITY agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

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

- A. The CITY 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 contract, the CITY 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 Supplement or the FTA assisted project for which work is being performed under the applicable Supplement. In addition to other penalties that may be applicable, the CITY 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 CITY to the extent the Federal Government deems appropriate.
- B. The CITY 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 CITY, to the extent the Federal Government deems appropriate.
- C. The CITY 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 subconsultant who will be subject to the provisions.

13. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

14. DEBARMENT

This Article is only applicable if the applicable Supplement exceeds \$25,000. The CITY certifies that neither it, nor any of its participants, principals or subrecipients is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 2 CFR Parts 180 and 1200, by any Federal agency or department.

15. CLEAN AIR AND WATER POLLUTION ACTS

This Article is only applicable if the applicable Supplement exceeds \$100,000. The CITY agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

16. LOBBYING

This Article is only applicable if the applicable Supplement exceeds \$100,000. The CITY agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

Attachments:

Attachment A – Federally Required Certifications (the CITY shall either provide these certifications to MTC on request or shall provide copies of such certifications that the CITY has independently made to the Federal Government.)

EXHIBIT B-2
Attachment A
Federally Required Certifications

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

Lower Tier Covered Transactions (Third Party Contracts \geq \$25,000)

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

Therefore, 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 San Francisco Municipal Transportation Agency (CITY). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the CITY, 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 2 CFR Part 180, Subpart C, and Part 1200, 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.

2 CFR PART 418, APPENDIX A--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

I, _____ certify on behalf of _____ that:
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any 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.

Executed this _____ day of _____, 20__

By:

(signature of authorized official)

(title of authorized official)

EXHIBIT B-3
ADDITIONAL TERMS AND CONDITIONS
STATE-REQUIRED CLAUSES

- 1) Attachment A – Fair Employment Practices Addendum
- 2) Attachment B – Nondiscrimination Assurances
 - a. Appendix A – Clauses to be inserted in every agreement subject to the ACT, as defined in Attachment B of this Exhibit and REGULATIONS, also as defined in Attachment B.
 - b. Appendix B – To be included as covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein
 - c. Appendix C – To be included for subsequent transfer of real property acquired or improved under federal-aid Program
 - d. Appendix D – To be included for the construction or use of or access to space on, over, or under real property acquired or improved under the federal-aid Program
- 3) Attachment C – State Department of Transportation Requirements

**EXHIBIT B-3
ATTACHMENT A**

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of the applicable Supplement, the CITY shall not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. The CITY shall take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. 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. The CITY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. The CITY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into the applicable Supplement by reference and made a part hereof as if set forth in full. Each of the CITY's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements as appropriate.

3. The CITY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the applicable Supplement.

4. The CITY shall permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of the applicable Supplement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which the CITY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the CITY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate the applicable Supplement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by the CITY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to the CITY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure the CITY's breach of the applicable Supplement.

EXHIBIT B-3

ATTACHMENT B

NONDISCRIMINATION ASSURANCES

THE CITY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the CITY receives federal financial assistance from the Federal Department of Transportation. AGENCY GIVES ASSURANCE THAT AGENCY shall promptly take any measures necessary to effectuate the applicable Supplement. This assurance is required by subsection 21.7(a)(1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, the CITY gives the following specific assurances with respect to its federal-aid Program:

1. That the CITY agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That the CITY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements: the CITY notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.
3. That the CITY shall insert the clauses of Appendix A of these Nondiscrimination Assurances in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the CITY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the CITY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That the CITY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the CITY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates the CITY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates the CITY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the CITY retains ownership or possession of the property.

9. That the CITY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that the CITY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That the CITY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. The CITY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any federally assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The CITY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of federally assisted contracts. The California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies is incorporated by reference in the applicable Supplement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the applicable Supplement. Upon notification to the recipient of its failure to carry out the Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to the CITY by STATE, acting for the U.S. Department of Transportation, and is binding on the CITY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO ATTACHMENT B (Clauses to be inserted in every agreement subject to
ACT and REGULATIONS)

During the performance of the applicable Supplement, the CITY, for itself, its assignees and successors in interest (collectively referred to as the CITY) agrees as follows:

(1) Compliance with Regulations: The CITY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (the REGULATIONS), which are herein incorporated by reference and made a part of the applicable Supplement.

(2) Nondiscrimination: The CITY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. The CITY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by the CITY of the CITY's obligations under the applicable Supplement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The CITY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to the CITY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of the CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts the CITY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the CITY's noncompliance with the nondiscrimination provisions of the applicable Supplement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the CITY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: the CITY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

The CITY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance,

provided, however, that, in the event the CITY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, the CITY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, the CITY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO ATTACHMENT B (To be included as covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein)

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that the CITY shall accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the CITY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the CITY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the CITY, its successors and assigns.

The CITY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that the CITY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said

land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO ATTACHMENT B

(To be included for subsequent transfer of real property acquired or improved under federal-aid Program)

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by the CITY, pursuant to the provisions of Assurance 7(a) of Attachment I-2.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add 'as covenant running with the land') that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, the CITY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, the CITY shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the CITY and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO ATTACHMENT B Appendix D – (To be included for the construction or use of or access to space on, over, or under real property acquired or improved under the federal-aid Program)

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the CITY, pursuant to the provisions of Assurance 7 (b) of Attachment I-2 .

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add “as a covenant running with the land”) that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, the CITY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, the CITY shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the CITY, and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

EXHIBIT B-3, ATTACHMENT C
CALTRANS REQUIREMENTS FOR STATE FUNDING

Caltrans Nondiscrimination

A. In the performance of work undertaken pursuant to the applicable Supplement, the CITY shall not, and shall affirmatively require that its contractors shall not, unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

B. The CITY shall ensure, and shall require that its contractors and all subcontractors and/or subrecipients shall ensure, that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The CITY shall comply, and ensure that its contractors and subcontractors and/or subrecipients shall comply, with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (af), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into the applicable Supplement by reference and made a part hereof as if set forth in full.

C. Each of the CITY's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. the CITY shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under the applicable Supplement.

D. The CITY shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by STATE to investigate compliance with these non-discrimination provisions.

EXHIBIT B-4
ADDITIONAL TERMS AND CONDITIONS
PREVAILING WAGE RATES, APPRENTICESHIPS, AND PAYROLL RECORDS
NON FEDERALLY FUNDED AGREEMENTS

The CITY's contractor(s) and all subcontractors shall comply with applicable sections of the California Labor Code and regulations promulgated thereunder (including without limitation, Sections 1720 *et seq.* and Title 8 of the California Code of Regulations Sections 16000 *et seq.*) governing the payment of prevailing wages, as determined by the Director of the California Department of Industrial Relations, in regards to work performed and/or funded under this Agreement. In particular, the CITY's attention is drawn to Labor Code Sections 1771 (payment of prevailing wage rate), 1775 (penalty for non-payment), 1776 (payroll records), and 1777.5 (use of apprentices). The CITY's contractor(s) and all subcontractors, to the extent the work of such contractor(s) and subcontractors under this Agreement are subject to California Labor Code Section 1720 *et seq.*, shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and shall furnish electronic certified payroll records directly to the Labor Commissioner through the internet portal of the Division of Labor Standards Enforcement. Per Master Funding Agreement Article 12.0, Records and 13.0 Audits, MTC reserves the right to request copies of the certified payroll records.

EXHIBIT B-5
ADDITIONAL TERMS AND CONDITIONS
PREVAILING WAGE RATES, APPRENTICESHIPS, AND PAYROLL RECORDS
FEDERALLY FUNDED AGREEMENTS

The Additional Federal Clauses Applicable to Public Works included in Attachment A, attached hereto and incorporated herein by this reference, and the Davis-Bacon prevailing wages apply to work performed and/or funded under the applicable Supplement. The CITY agrees that the CITY will require its contractor(s) and all subcontractors will pay the higher of (i) the applicable wage set forth in Federal Wage Determinations, and (ii) the applicable California prevailing rate. Certified payroll records in the form set forth in the Public Works Payroll Reporting Form, as found at <https://www.dol.gov/whd/forms/wh347.pdf>, shall be prepared or collected from its contractor(s) and all subconsultant(s) on a weekly basis by the CITY. Per Master Funding Agreement Article 12.0, Records and 13.0 Audits, MTC reserves the right to request copies of the certified payroll records. MTC may withhold payment if the certified payrolls to be submitted by the CITY pursuant to this Exhibit B-5, Prevailing Wage Rates, Apprenticeships, and Payroll Records, are not current.

EXHIBIT B-5

ADDITIONAL FEDERAL CLAUSES APPLICABLE TO PUBLIC WORKS

1. Buy America
2. Davis-Bacon Act
3. Contract Work Hours and Safety Standards Act
4. Prompt Payment of Funds Withheld to Subcontractors

1. Buy America Requirements

- A. If steel, iron, or manufactured products (as defined in 49 CFR Sections 661.3 and 661.5) are being procured, the CITY shall require bidders to complete and submit the appropriate certificate as set forth in 49 CFR Section 661.6. If rolling stock is being procured, the CITY shall require bidders to complete and submit the appropriate certificate as set forth in 49 CFR Section 661.12.
- B. In contracts involving the purchase of steel, iron or manufactured products, including rolling stock, the CITY agrees to insert, in substance, the following language:

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include microcomputer equipment, software, and small purchases (\$150,000 or less) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR 661.11.

2. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACTS

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Construction)

A. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not

apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

B. In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 this clause 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 this clause.

C. The applicable federal agency 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 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 this section.

D. 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 agreement.

4. CONTRACT WORK HOURS AND SAFETY STANDARDS (Non-Construction involving employment of labors or mechanics)

A. The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

B. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

C. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

D. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

5. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The CITY shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The CITY's prime contractor or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating the CITY's prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California 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.

EXHIBIT B-6

**ADDITIONAL TERMS AND CONDITIONS (REGIONAL TOLL FUNDS INCLUDING RM1,
RM2, AND AB 1171)
(Proposed Resolution for Governing Body)**

RECITALS

WHEREAS, Streets and Highways Code (SHC) Sections 30950 *et seq.* created the Bay Area Toll Authority (“BATA”), which is a public instrumentality governed by the same board as that governing MTC; and

WHEREAS, pursuant to SHC Section 31010(b), funds generated in excess of those needed to meet the toll commitments as specified by paragraph (4) of subdivision (b) of Section 188.5 of the SHC shall be available to BATA for funding projects consistent with SHC Sections 30913 and 30914; and

WHEREAS, MTC adopted Resolution No. 3434, Revised, which establishes commitments of bridge toll funds, including such AB 1171 funds, to specific projects and corridors; and

WHEREAS, on November 8, 1988, voters approved Regional Measure 1 (“RM1”), which authorized a standard auto toll of \$1 on the seven state-owned toll bridges in the San Francisco Bay Area to fund various transportation projects within the region; and

WHEREAS, on March 2, 2004, voters approved Regional Measure 2 (“RM2”), increasing the toll for all vehicles on the seven state-owned toll bridges in the San Francisco Bay Area by \$1.00 to fund various transportation projects within the region that have been determined to reduce congestion or to improve travel in the toll bridge corridors; and

WHEREAS, RM2 established the Regional Traffic Relief Plan and listed specific capital projects and programs and transit operating assistance as eligible to receive RM2 funding as identified in SHC Section 30914(c) and (d). The funding amounts assigned to certain of the programs and projects were subsequently revised by MTC Resolution No. 3801; and

WHEREAS, to the extent the Project is receiving RM2 funding hereunder, SHC Section 30914(c) lists the Project to which this Exhibit B-6 and the applicable Supplement apply as one such eligible transportation project and designates the CITY as project sponsor; and

WHEREAS, pursuant to MTC Resolution No. 3636, MTC established procedures whereby eligible transportation project sponsors may submit allocation requests for Regional Measure 2 Bridge Toll funding. A copy of MTC Resolution No. 3636 is attached hereto and incorporated herein as Attachment D, MTC Resolution No. 3636; and

WHEREAS, the CITY submitted one or more allocation requests for RM2, AB 1171, and/or RM1 funding for the Project to which this Exhibit B-6 applies. A copy of the applicable allocation request(s) as well as the CITY’s resolution(s) approving the allocation request(s) are

attached to the applicable Supplement and incorporated herein as Attachment A, Updated Initial Project Report, and Attachment B, the CITY Resolution(s), respectively; and

WHEREAS, by the resolution(s) attached to the applicable Supplement and incorporated herein as Attachment A as Attachment C, MTC Resolution(s) Approving Project Request, MTC approved the CITY's request(s) for the applicable funds for the applicable Project.

I. THE CITY AGREES

A. The CITY agrees to perform or cause to be performed the activities described in Attachment A, Updated Initial Project Report. The CITY will provide all necessary staffing and support resources to complete the Project as described in Attachment A, the CITY agrees to meet all conditions listed in Attachment C, MTC Resolution(s) Approving Project Request.

B. The CITY shall provide MTC with annual progress reports on or before each July 31 throughout the term of this Agreement in accordance with the monitoring and reporting requirements specified in MTC Resolution No. 3636.

C. The CITY shall submit invoices to MTC no less than annually, but may submit invoices as frequently as monthly. In either case, the CITY shall submit an invoice to MTC within thirty (30) days after the end of each period for which payment is sought covering costs for the Project activities accomplished through the end of such period, not covered by previously submitted invoices. Each invoice shall be supported by the following information: (i.) A brief narrative progress report of the activities accomplished during the invoice period, including the percentage of the contract complete and the percentage of funding expended; (ii.) the costs requested for reimbursement with RM1, RM2 and/or AB 1171 funds, as applicable; (iii.) the total costs expended for the invoice period broken down by type and source of funding; (iv.) the total RM1, RM2 and/or AB 1171 funds, as applicable received as reimbursement to date; (v.) the total costs expended for project name to date broken down by type and source of funding; and (vi.) any additional supporting data in a form and detail required by MTC.

D. The CITY agrees to spend RM1, RM2 and/or AB 1171 funds, as applicable, at a rate not exceeding the schedule attached to the applicable Supplement and incorporated herein as Attachment E, Reimbursement Schedule.

E. The CITY shall comply with and shall assure that any the CITY contractor performing Project work with RM1, RM2 and/or AB 1171 funds, as applicable, received under this Agreement complies with MTC Resolution No. 3636, Revised, as well as the provisions of MTC's RM2 Policy Guidance contained in Attachment D, MTC Resolution No. 3636, relative to constructing, operating, and maintaining the Project. MTC may update Resolution No. 3636 from time to time. The CITY agrees to comply with the most current Resolution that is approved at any given time.

F. The CITY is responsible for completing the Project within cost, scope and schedule as described in Attachment A, Updated Initial Project Report, as it may be updated from time to time. Any updates must be approved by the CITY and MTC in writing before being incorporated into this Agreement.

G. The CITY certifies that:

- The Project is consistent with the Regional Transportation Plan (“RTP”).
- All environmental permits or clearances necessary for the Project have been or will be obtained, and the year of Project funding for the construction phase of the Project has taken into consideration the time necessary to obtain permitting approval for the Project as an operable and useable segment.
- The Project or portion thereof to be funded under this Agreement will be fully funded upon the execution of the applicable Supplement.
- The CITY has reviewed the Project needs and has adequate internal staffing and support resources to deliver and complete the Project within the cost, scope, and schedule set forth in the Initial Project Report, as updated, attached to the applicable Supplement as Attachment A.
- If applicable to the Project, the CITY is an eligible sponsor of projects in MTC Resolution No. 3434, Revised. [may be included in Opinion of Counsel]
- If applicable, the CITY is authorized to submit an application for RM2 funds for the Project in accordance with SHC Section 30914(c).
- If applicable, the CITY is authorized to submit an application for AB 1171 funds for the Project in accordance with SHC Section 31010(b).
- Prior to implementation of the Project, the CITY will complete all required environmental review and will be in compliance with the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*), with the State Environmental Impact Report Guidelines (14 California Code of Regulations Sections 15000 *et seq.*), and, if relevant, the National Environmental Policy Act (NEPA) (42 USC 4321 *et seq.*) and the applicable regulations thereunder.
- There is no legal impediment to the CITY making allocation requests for RM1, RM2 and/or AB 1171 funds, as applicable. [may be included in Opinion of Counsel]
- There is no pending or threatened litigation which might in any way adversely affect the Project or the ability of the CITY to deliver such Project. [may be included in Opinion of Counsel]

H. In addition to the CITY’s commitment under Article 10, INDEMNIFICATION, of the Master Funding Agreement, the CITY agrees at its own cost, expense, and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, its Commissioners, representatives, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments. In addition to any other remedy authorized by law, so much of the funding due under this allocation of RM1, RM2 and/or AB 1171 funds, as applicable, as shall reasonably be considered necessary by MTC may be retained until disposition has been made of any claim for damages.

I. If any revenues or profits from any non-governmental use of the Project are collected by the CITY, those revenues or profits shall be used exclusively for the public transportation services for which the Project was initially approved, either for capital improvements or maintenance and operational costs, otherwise MTC is entitled to a proportionate share equal to MTC’s percentage participation in the Project. MTC’s percentage participation shall equal the amount of funds

allocated to Project, divided by the total Project budget as shown in Attachment E, Reimbursement Schedule, as updated from time to time, as such amount may be adjusted to reflect total project costs.

J. Project assets purchased by the CITY with RM1, RM2 and/or AB 1171 funds, as applicable, including facilities and equipment, shall be used for the intended public transportation uses and should said facilities and equipment cease to be operated or maintained for their intended public transportation purposes for their useful life, MTC shall be entitled to a present day value refund or credit (at MTC's option) based on MTC's share of the fair market value of the facilities and equipment at the time the public transportation uses ceased, which sum shall be paid back to MTC in the same proportion that RM1, RM2 and/or AB 1171 funds, as applicable, were originally used.

K. The CITY shall post on both ends of the Project construction site(s), unless prohibited by the site owner if such owner is not the CITY, at least two signs visible to the public stating that the Project is funded with RM1, RM2 and/or AB 1171 funds, as applicable.

L. The CITY's Director of Transportation, or designee, is delegated the authority to make non-substantive changes or minor amendments to the initial project report as he/she deems appropriate; otherwise, Article 7, AMENDMENTS, of this Agreement applies.

M. The CITY agrees to comply with the provisions of MTC Resolution No. 3636, Revised, and the MTC Resolutions set forth in Attachment C, MTC Resolution(s) Approving Project Request.

II. MTC AGREES

A. MTC agrees to provide the CITY with RM1, RM2 and/or AB 1171 funds, as applicable, within the allocation amounts in Attachment C, MTC Resolution(s) Approving Project Request and as restated in the relevant Supplement for the purpose of funding the Project as described in Attachment A.

The entire funding amount is available for reimbursement based on the schedule included in Attachment E, Reimbursement Schedule, to the applicable Supplement. In addition, if applicable, MTC agrees to support the CITY's allocation request from the State according to the Allocation Request Schedule provided in Attachment F to the applicable Supplement.

In the event the CITY does not use all RM1, RM2 and/or AB 1171 funds, as applicable, made available in a given fiscal year, those unused amounts will be available for reimbursement in subsequent year(s) for the duration of this Agreement.

III. IT IS MUTUALLY AGREED

A. MTC may terminate the applicable Supplement, in its sole discretion, for any force majeure event, including but not limited to any earthquake, flood or other natural disaster, any epidemic, blockade, rebellion, war, act of sabotage or civil commotion, fire, explosion or strike, or prolonged economic conditions affecting the ability of the Bay Area Toll Authority to make payments to bond holders who shall in all circumstances have priority to payment of funds, if such event (i) irrecoverably disrupts or renders impossible the CITY's performance hereunder; or (ii) disrupts MTC's ability to make payments hereunder. If MTC so terminates the applicable Supplement, the CITY will be entitled to payment for non-recoverable Project costs incurred prior to the date of such termination, including but not limited to any amounts the CITY owes to the owner of the Project construction sites, if such owner is not the CITY, up to the maximum amount payable under this Agreement.

B. If the CITY fails to perform as specified in this Agreement and the applicable Supplement, MTC may terminate the applicable Supplement or this Agreement for cause. Termination shall be effected by serving a 60-day advance written notice of termination on the CITY, setting forth the manner in which the CITY is in default. If the CITY does not cure the breach or describe to MTC's satisfaction a plan for curing the breach within the 60-day period, MTC may terminate this Agreement or the applicable Supplement for cause. In the event of such termination for cause, the CITY will be entitled only to those costs incurred for already completed Project work, not to exceed the maximum amount payable under this Agreement for such Project work, however, in no event shall MTC be required to reimburse the CITY for any costs incurred for work causing or contributing to the default.

C. If the Project is cancelled, suspended indefinitely, or otherwise not completed for any reason, the CITY shall repay MTC any RM1, RM2 and/or AB 1171 funds, as applicable, expended that exceed MTC's proportionate share of eligible costs for the Project.

D. Upon completion of the Project, the CITY will properly account for all Project costs incurred.

E. The applicable Supplement shall terminate upon closeout of the PROJECT in accordance with Policies and Procedures in MTC Resolution No. 3636, Revised, or on the termination date, if any, set forth in the Supplement, whichever is sooner.

F. The terms and conditions of this Agreement include the following and each is incorporated by reference herein as if fully set forth herein.

Attachment A – Updated Initial Project Report (Allocation Request)

Attachment B – The CITY Resolution(s) (and opinion of counsel, if applicable)

Attachment C – MTC Resolution(s) Approving Project Request(s)

Attachment D – MTC Resolution No. 3636, Revised

Attachment E – Reimbursement Schedule

Attachment F – Allocation Request Schedule

EXHIBIT B-7

ADDITIONAL TERMS AND CONDITIONS (REGIONAL DISCRETIONARY FEDERAL FUNDS INCLUDING STP AND CMAQ)

1. TERMINATION

Notwithstanding Article 8.0, TERMINATION in the Master Funding Agreement, MTC may terminate this Agreement without cause upon ten (10) days prior written notice. If MTC terminates this Agreement without cause, the CITY shall be entitled to payment for costs incurred for incomplete deliverables, up to the maximum amount payable for each deliverable. If the CITY fails to perform as specified in this Agreement, MTC may terminate this Agreement for cause by written notice and the CITY shall be entitled only to costs incurred for work product acceptable to MTC, not to exceed the maximum amount payable under this Agreement for such work product.

2. RETENTION OF RECORDS

The CITY agrees to establish and maintain an accounting system confirming to GAAP that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs.

The CITY further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of three years following final payment to the CITY or four years following the fiscal year of the last expenditure under this Agreement, whichever is longer, in accordance with generally accepted accounting principles. Copies of the CITY audits, if any, performed during the course of Project development and at Project completion shall be forwarded to MTC no later than 180 days after fiscal year end close.

3. AUDITS

Notwithstanding Article 13.0, AUDITS in the Master Funding Agreement, the CITY agrees to grant MTC, or any agency that provides MTC with funds for the Project, including but not limited to, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, and their authorized representatives access to the CITY's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of this Agreement. All documents shall be available for inspection during normal business hours at any time while the Project is underway and for the retention period specified in Article 4.

The CITY further agrees to include in all its third-party contracts hereunder a provision to the effect that the contractor agrees that MTC, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term "contract" as used in this clause excludes agreements not exceeding \$25,000.

4. LICENSE TO WORK PRODUCTS [subject to negotiation depending on nature of project]

The CITY grants to MTC an irrevocable, non-exclusive, royalty-free license to use without restriction and share with any person or entity all drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture, and any other documents, materials, data, and products ("Work Products") developed, prepared, or assembled by the CITY or the CITY's consultant(s) or its subconsultants pursuant to this Agreement. MTC may exercise their licenses to Work Products through sublicenses to a third party, with the approval of the CITY. FHWA 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: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which the CITY or the CITY's consultant(s) or subconsultants purchase ownership under this Agreement.

5. EQUAL EMPLOYMENT OPPORTUNITY

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 (42 U.S.C. § 12132); and 49 U.S.C. § 5332 for FTA-funded projects, the CITY agrees that it shall not, on the grounds of race, religious creed, color, national origin, age, physical disability or sex, discriminate or permit discrimination against any employee or applicant for employment.

6. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

It is the policy of MTC and the U.S. Department of Transportation to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities.

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

7. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The CITY agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21).

8. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The CITY agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

9. STATE ENERGY CONSERVATION PLAN

The CITY shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

10. DEBARMENT

The CITY certifies that neither it, nor any of its participants, principals or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department.

11. CLEAN AIR AND WATER POLLUTION ACTS

The CITY agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

12. LOBBYING

The CITY agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

13. INDEMNIFICATION

Notwithstanding Article 10.0, INDEMNIFICATION, in the Master Funding Agreement the CITY shall indemnify and hold harmless MTC, Caltrans, their Commissioners, Directors, officers, agents and employees from any and all claims, demands, suits, loss, damages, injury and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of the CITY, its officers, directors, employees, agents and contractors, or any of them, under or in connection with this Agreement; and the CITY agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, Caltrans, their Commissioners, Directors, officers, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments.

14. COMPLIANCE WITH LAWS

The CITY shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state, or local government, and any agency thereof, including, but not limited to MTC, the U.S. DOT, FHWA, the State, and Caltrans, which relate to or in any manner affect the performance of this Agreement. Those laws, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on MTC as an the CITY of federal or state funds are hereby in turn imposed on the CITY (including, but not limited to, 2 CFR Part 200, *et seq.*, and are herein incorporated by this reference and made a part hereof.

The CITY contractors shall agree to comply with all 48 CFR, Chapter 1, Part 31, Contract Cost Principles and Procedures. In addition, the CITY certifies that the the CITY and its contractors shall comply with the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Section 21,000 *et seq.* and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Section 15000 *et*

seq.) and the National Environmental Policy Act (NEPA), 42 U.S.C. Section 4321 *et seq.* and the applicable regulations thereunder.

15. IDENTIFICATION OF DOCUMENTS

The CITY shall ensure that all reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

The preparation of this report has been financed in part by grants from the U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

EXHIBIT C
FORM 10-C

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter10/10c.pdf>

SUPPLEMENT NO. 4 TO MASTER FUNDING AGREEMENT
Between the METROPOLITAN TRANSPORTATION COMMISSION
And The City and County of San Francisco, acting through the Mayor's Office of Housing and
Community Development
For the Affordable Housing Jumpstart Program

This Supplement No. 4 to Master Funding Agreement ("Supplement or "Agreement") is entered into this _____ day of _____, 2019, by and between the Metropolitan Transportation Commission (hereafter "MTC") and The City and County of San Francisco acting through the Mayor's Office of Housing and Community Development (hereafter "AGENCY") and supplements the Master Funding Agreement, dated July 1, 2018, by and between MTC and The City and County of San Francisco, acting through the Municipal Transportation Authority.

Pursuant to this Supplement, MTC agrees to provide an amount not to exceed five (5) million dollars (\$5,000,000.00) in STO Exchange Funds to AGENCY to fund site acquisition for new affordable housing [brief description of Project] (as more fully described in Annex I hereto, the "Supplement Project"). The estimated budget and payment milestones for the Supplement Project scope of work is attached as Annex II hereto.

MTC will reimburse AGENCY for its actual eligible costs incurred for completed Supplement Project milestones or deliverables described in Annex II hereto.

The Supplement Project work will commence April 1, 2019, and be completed no later than April 30, 2020.

The clauses selected below and attached as exhibits to the Master Funding Agreement shall apply to AGENCY's performance of the applicable Supplement Project scope of work hereunder:

- ☒ Exhibit B-1, Additional Terms and Conditions (General), Paragraph A
- ☒ Exhibit B-1, Additional Terms and Conditions (General), Paragraph B
- ☐ Exhibit B-2, Additional Terms and Conditions (Federally Required Clauses)
- ☐ Exhibit B-3, Additional Terms and Conditions (State Required Clauses)
- ☐ Exhibit B-4, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Non-Federally-Funded Agreements)
- ☐ Exhibit B-5, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Federally-Funded Agreements)
- ☐ Exhibit B-6, Additional Terms and Conditions (Regional Toll Funds including RM1, RM2, and AB1171)
- ☐ Exhibit B-7, Additional Terms and Conditions (Regional Discretionary Federal Funds including STP and CMAQ)

MTC Resolution 4260, approved on December 2016, authorized the transfer of ten (10) million dollars (\$10,000,000) from the Transit Oriented Affordable Housing Fund (TOAH) to the Affordable Housing Jumpstart Program.

On November 2018, the Programming and Allocation Committee allocated the ten (10) million dollars (\$10,000,000) as follows: five (5) million dollars (\$5,000,000) for San Francisco County, three (3) million dollars (\$3,000,000) for Santa Clara County, and two (2) million dollars (\$2,000,000) for Alameda County. Additionally, the Programming and Allocation Committee authorized staff to enter into funding agreements with each county to implement the Jumpstart Affordable Housing Program. The AGENCY will administer the funding allocated to San Francisco County according to the terms of the Master Funding Agreement between MTC and The City and County of San Francisco, acting through the Municipal Transportation Authority.

As a condition of receiving Jumpstart Affordable Housing Program funds, the AGENCY shall routinely provide progress reports regarding the project within fifteen (15) days at the end of each quarter. The MTC Project Manager for the Supplement Project is Pilar Lorenzana, (415) 778-8522, plorenzana@bayareametro.gov. The AGENCY Project Manager for the Supplement Project is Jonathan Gagen, (415)-701-5517, jonathan.gagen@sfgov.org.

This Supplement is supplemental to the Master Funding Agreement; all terms and conditions of the Master Funding Agreement, as may be amended, remain unchanged hereby.

Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Master Funding Agreement.

**METROPOLITAN TRANSPORTATION
COMMISSION**

**City and County of San Francisco, a
municipal corporation, acting through the
Mayor's Office of Housing and
Community Development**

Therese McMillan, Executive Director

Kate Hartley, Director

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Deputy City Attorney

Annex I
Project Description and Scope of Work

The San Francisco Mayor's Office of Housing and Community Development (MOHCD) will use Jumpstart funds for the acquisition of land that will be used to construct new affordable housing units (a "Site") as stipulated in the award letter from the Metropolitan Transportation Commission (MTC) dated April 27th, 2017. Funds will be used to cover a portion of the purchase price and associated closing costs for a Site. These funds will be expended at the time of closing.. MOHCD is committed to meeting the Affordable Housing Jumpstart Program's goals, and will select a site in a community undergoing or at risk of displacement consistent with MTC Resolution 4260. Additionally, MOHCD will make good faith effort to ensure that funds will be spent to acquire a Site in a Priority Development Area (PDA) or Transit Priority Area (TPA). MOHCD will have sole discretion over selection of the Site.

Annex II
Project Schedule, Budget and Payment

Task/Deliverables	MTC Contribution	Recipient Match	Total Cost	Completion Date*
Close on acquisition of site intended to be used to develop new affordable housing	\$5,000,000	Up to \$14,000,000	\$19,000,000	December 2019
Pre-Development: <ul style="list-style-type: none"> • Development Team Selection • Entitlements • Permitting • Financing 	N/A	TBD	TBD	2020-2022 <ul style="list-style-type: none"> • 2020 • 2020 • 2021 • 2022
Construction	N/A	TBD	TBD	2023-24
Occupancy	N/A	TBD	TBD	2024

CONTRACT APPROVAL SHEET

AGENCY:	MTC	ConTracker #:		Contract No. (Acctg. use only):	
NAME OF CONTRACTOR/CONSULTANT:	City and County of San Francisco				
PROJECT TITLE:	MASTER FUNDING AGREEMENT – City and County of San Francisco				
Amount	Approval by ED or Committee (specify)	Committee Approval Date <i>Attach <u>most recent</u> <u>signed Comm. memo</u></i>	Grant/ Allocation Name	Grant No./ Allocation No./ Funding Source (Acctg.)	
Original Contract:	\$0	ED	N/A	N/A	N/A
			Federal Funds :	Yes*	No
<i>*If yes, please complete the form saved at J:\CONTRACT\Contract Formats\FORMATS\10c.pdf</i>					
Supp. 3	\$400,000 ✓	Planning	April 2018 ✓	STP ✓	6084 (232) (attached)
Amend #2:					
Amend #3:					
Work Item:	1611	Sole Source: Yes No N/A ✓ delete 2 check marks. If yes, attach signed sole source justification			
Fiscal Years:	FY17-18 – FY20-21				
Insurance Code:		Insurance Exceptions:			
Contractor Contact/Email:	John Rahaim/john.rahaim@sfgov.org				
Contractor Address:	John Rahaim, Planning Director San Francisco Planning Department 1650 Mission St #400 San Francisco, CA 94103				

J:\CONTRACT\Contracts-New\CON 18-19\MTC\PDA Planning Grants\San Francisco - HUB\CONTRACT APPROVAL SHEET SF Hub.docx

REVIEW LIST

Project Manager:	<u>Gillian Adams</u>	Date:	<u>11/8/18</u>
	Gillian Adams	Pre Award Audit Required:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
		Public Works:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Section Director:	<u>Ken Kirkey</u>	Date:	<u>11/8/18</u>
Budget Review:	<u>Suzanne Bode</u>	Date:	
Contract Administration ¹ :	<u>Denise Rodriguez/Michael Brinton/Andrew Nguyen/Edward Phillips/Loren Hill</u>	Date:	<u>11/08/18</u>
IT Review:	<u>N/A</u>	Date:	
Office of General Counsel:	<u>Cynthia Segal/Matt Lavrinets/Leslie Miessner</u>	Date:	<u>11/23/18</u>
Deputy Executive Director:	<u>Andrew B. Premier²/Alix A. Bockelman³/Brad Paul⁴</u>	Date:	<u>1/23/19</u>
Finance Section:	<u>Brian Mayhew</u>	Date:	<u>1/24/19</u>

Return to Contract Administration

¹ Includes DBE review for all federally-funded contracts.

² Reviews all procurements and contracts from OPS, EPS, TSS, BATA, BAHA, MTC SAFE, and BAIFA funded work.

³ Reviews all procurements and contracts from Planning, PAA, LPA and ADS.

⁴ Reviews all procurements and contracts from ABAG for Estuary Partnership, Energy Program, Insurance Program, and Finance Authority.

MTC LEGAL DEPT

RECEIVED

SUPPLEMENT NO. 3 TO MASTER FUNDING AGREEMENT

This Supplement No. 3 to Master Funding Agreement ("Supplement or "Agreement") is effective the first day of July, 2018, by and between the Metropolitan Transportation Commission (hereafter "MTC") and The City and County of San Francisco, acting through the Planning Department (hereafter "AGENCY") and supplements the Master Funding Agreement, dated July 1, 2018, by and between MTC and The City and County of San Francisco, acting through the Municipal Transportation Authority.

Pursuant to this Supplement, MTC agrees to provide an amount not to exceed four hundred thousand dollars (\$400,000) in One Bay Area Grant, Round 2 ("OBAG2") to AGENCY to fund the San Francisco Market Street Hub EIR (as more fully described in Annex I hereto, the "Supplement Project"). The estimated budget and payment milestones for the Supplement Project scope of work is attached as Annex II hereto.

MTC will reimburse AGENCY for its actual eligible costs incurred for completed Supplement Project milestones or deliverables described in Annex II hereto.

The Supplement Project work will commenced July 1, 2018 and will be completed no later than May 31, 2021.

The clauses selected below and attached as exhibits to the Master Funding Agreement shall apply to AGENCY's performance of the applicable Supplement Project scope of work hereunder:


- ☒ Exhibit B-1, Additional Terms and Conditions (General), Paragraph A
- ☒ Exhibit B-1, Additional Terms and Conditions (General), Paragraph B
- ☒ Exhibit B-2, Additional Terms and Conditions (Federally Required Clauses)
- ☐ Exhibit B-3, Additional Terms and Conditions (State Required Clauses)
- ☐ Exhibit B-4, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Non-Federally-Funded Agreements)
- ☐ Exhibit B-5, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Federally-Funded Agreements)
- ☐ Exhibit B-6, Additional Terms and Conditions (Regional Toll Funds including RM1, RM2, and AB1171)
- ☒ Exhibit B-7, Additional Terms and Conditions (Regional Discretionary Federal Funds including STP and CMAQ)

The MTC Project Manager for the Supplement Project is Gillian Adams (415-820-7911, gadams@bayareametro.gov). The AGENCY Project Manager for the Supplement Project is Alana Callagy (415-575-8734, Alana.Callagy@sfgov.org).

This Supplement is supplemental to the Master Funding Agreement; all terms and conditions of the Master Funding Agreement, as may be amended, remain unchanged hereby.

Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Master Funding Agreement.

**METROPOLITAN TRANSPORTATION
COMMISSION**



Steve Heminger, Executive Director

**CITY AND COUNTY OF SAN
FRANCISCO**



John Rahaim, Director of Planning

Annex I
Project Description and Scope of Work
San Francisco Market Street Hub EIR

Introduction

From the 1880s to the 1950s, the area of San Francisco near the intersections of Market, Valencia, Haight and Gough streets was a well-known neighborhood called the “Market Street Hub” or simply, “The Hub.” The name was likely derived from the convergence of streetcar lines coming from outlying neighborhoods to downtown San Francisco. In the mid-fifties, the new Central Freeway terminating into the area changed the neighborhood character significantly.

The *Market and Octavia Neighborhood Plan* (“MO Plan”) process began in 2000, culminating in plan adoption in 2008, largely in response to the removal of the earthquake-damaged Central Freeway that touched down in the heart of Hayes Valley. This was an opportunity to change street circulation, restore neighborhood connections, and build infill housing on former freeway parcels. The MO Plan was part of a larger City focus on updating land use policies throughout eastern San Francisco, areas rich with transit connections and in the midst of transitioning away from manufacturing.

The Hub area was included in the 2008 MO Plan and was referred to as “SoMa West” and envisioned as a “vibrant new mixed-use neighborhood.” The Hub Plan area, which is irregular in shape, is bounded by Haight Street from Octavia Boulevard to Gough Street, Gough Street from Haight Street to Page Street, Franklin Street from Page Street to Fell Street, Fell Street from Franklin Street to Van Ness Avenue, Van Ness Avenue from Fell Street to Hayes Street, Hayes Street from Van Ness Avenue to Larkin Street, Market Street from Ninth Street to 10th Street, midblock from Ninth Street and 10th Street from Market Street to Mission Street, Mission Street from 10th Street to Washburn Street, midblock from Washburn Street to 10th Street, Minna Street from 10th Street to just past Lafayette Street, midblock between Lafayette Street and Howard Street, Howard Street between just north of 12th Street and 13th Street, and 13th Street to Octavia Boulevard and Haight Street. The MO Plan created the Van Ness and Market Downtown Residential Special Use District (“SUD”), which encourages the development of a transit-oriented, high-density, mixed-use residential neighborhood around the intersections of Market Street and Van Ness and Mission Street and Van Ness, and buildings ranging from 250 to 400 feet and reduced parking.

Major infrastructure improvements within the MO Plan boundary are underway including Van Ness Bus Rapid Transit Better Market Street, and the Mission 14R bus route project. The housing imagined in the Hub area would come from the development of relatively large sites. These larger projects take longer to develop and, because of the 2007-2008 mortgage crisis and the Great Recession of 2007-2009, generally did not receive much attention from developers following the MO Plan’s adoption in 2008. However, this area has received heightened attention from the development community in the strong economic cycle beginning in 2011. The convergence of both infrastructure improvements and intensive private development projects in the Hub area allows for the opportunity to achieve the objectives of the MO Plan.

The proposed Hub Plan would amend the 2008 MO Plan for the Hub area. The overarching objectives of the Hub Plan are to encourage housing, including affordable housing; create safer and more walkable streets as well as welcoming and active public spaces; increase transportation options; and create a neighborhood with a range of uses and services to meet neighborhood needs. The Hub Plan would pursue this vision through changes to current zoning controls in the area to meet plan objectives. This would include changes to height and bulk districts for select parcels to allow more housing, including more affordable housing. Modifications to land use zoning controls would also allow more flexibility for development of nonresidential uses, specifically, office, institutional, art, and public uses. The plan also calls for public-realm improvements to streets, alleys, and open spaces within and adjacent to the Hub Plan area.

Public outreach between 2016 and 2017 informed the Hub Plan to ensure that the area's growth supports the City's goals for housing, transportation, the public realm, and the arts.

The Hub amendment to the MO Plan is projected to produce approximately 8,100 housing units, including affordable units. The new zoning and heights under the Hub Plan amendment to the MO Plan would allow for additional housing units. Below is a summary of the housing units and jobs that would be generated under the different scenarios to be analyzed in the Hub Plan EIR. Those scenarios are defined as follows.

- ***Existing Conditions Scenario:*** Existing conditions within the entire MO Plan area.
- ***Proposed Project Scenario:*** Existing Conditions Scenario for all but the 17 parcels that the proposed project will rezone plus the full development enabled by the rezoning on the 17 parcels.
- ***Existing Zoning Buildout (No Project) Scenario:*** Same as the proposed project scenario except the development capacity of the 17 parcels the proposed project would rezone is estimated based on their existing zoning, rather than proposed rezoning.
- ***Cumulative Development Scenario:*** Same as the proposed project plus reasonably foreseeable development beyond the 17 parcels that the proposed project would rezone, both within the Hub and outside it.

Summary of units, population, and jobs

Scenarios	Units ²	Population ³	Jobs ⁴
Existing Conditions ¹	3,500	8,100	13,200
Proposed Project	11,600	23,800	11,600
Existing Zoning Buildout (No Project)	9,300	19,300	10,400
Cumulative Development	22,500	47,500	10,500
Notes: ¹ Primary data from the Land Use Database 2016, San Francisco Planning Department Information & Analysis Group. Supplemented with pipeline data for projects completed since 2016 and projects under construction as of May 23, 2018. ² For future development, not existing 2016 conditions, estimated from 1,200 gross sq.ft. of building space per housing unit, and increased by 15% assuming full development envelope for environmental review purposes. ³ Existing population estimated from based on a citywide population per household ratio of 2.32 calculated by the California State Department of Finance for end-of-year 2016 (Pub. E-5, Table 2. Future population estimated from a weighted average of 1.94 persons per unit developed with the Planning Team's expected profile of unit size (studio, 20%, 1 bedroom, 40%, 2BR 40%, etc.), and average person occupancy (1.3, 1.7, and 2.5, respectively). ⁴ Jobs were estimated from gross square foot of space of expected development under the rezoning by sector. Source: SF Planning, Citywide Division: HUB Planning Team, Information & Analysis Group.			

The Hub amendment to the MO Plan will include land use and zoning changes to increase residential development potential, designs for the public realm that would improve eight corridors and 11 alleys, urban form changes to ensure that the skyline is sculpted to enhance the city, circulation and transportation recommendations to improve transit access and capacity, and a public benefits strategy to increase the amount of affordable housing, to fund transit improvements, and to build improvements to streets, alleys, and open spaces.

Task 1. PDA Profile

AGENCY, or Planning Department, shall create a brief report (no more than 10 pages including graphics) that provides an overview of the demographic and socio-economic characteristics of the planning area, transit/travel patterns and use, physical aspects of the planning area, as well as any known issues that will need to be considered or addressed in the planning process. Context for the relationship between the planning area and the jurisdiction's surrounding area should be provided. Data sources should include the U.S. Census as well as other planning efforts. Results from the PDA Profile should inform subsequent planning elements.

Task 1 Deliverables:

1.1 PDA Profile report

Task 2. Community Involvement

The Planning Department shall prepare an outline describing the outreach to be used in the EIR process, including all public meetings, hearings, and other outreach tools for the EIR, with special attention paid to effective methods towards involving community groups and non-English speaking populations.

Task 2 Deliverable:

2.1 Outline of opportunities for community involvement in the EIR process

Task 3 Alternatives and Support Strategies

The Planning Department shall prepare land use alternatives to the proposed project, the impacts upon the physical environment, the feasibility of instituting each alternative, and the selection of a preferred development scenario. This task will become a chapter of the EIR.

Task 3 Deliverable:

3.1 Alternatives Chapter of the EIR

Task 4. Implementation Plan Summary

The Planning Department shall prepare a list of measurable actions detailed in the draft Hub Plan, and the estimated timeline for their implementation, including adoption of new policies, phasing of new infrastructure and public developments, creation of new programs, and identification of near and longer-term priorities.

Task 4 Deliverable:

4.1 List of measurable actions and the timing associated with implementation

Task 5. Additional Planning Element

The Planning Department shall prepare an amendment to the Market Octavia Plan to reflect new height and zoning in the Hub. The Hub amendment to the MO Plan shall include land use, height limit, urban form, and zoning changes to increase residential development potential and ensure that the skyline is sculpted to enhance the city; public realm designs for 18 blocks and 11 alleys; circulation and transportation recommendations to improve transit access and capacity; and a public benefits strategy to prioritize augmented impact fees dedicated to increase the amount of affordable housing, fund transit improvements, and build improvements to streets, alleys, and open spaces. An affordable housing and anti-displacement memo shall be provided to MTC, which shall describe existing housing in the Hub plan area, including the overall number of units, data on sales prices and rents, types of buildings and information on units that are deed-restricted affordable, SROs, or subject to rent control; describe the Hub Plan housing program, including affordable housing production and funding expected; and outline policies and strategies, either citywide or plan-specific, as applicable, to address stabilization considerations for existing tenants and low-to-moderate income households.

Task 5 Deliverables:

- 5.1 Summary of proposed changes and associated maps*
- 5.2 Public Realm Designs, with circulation and transportation recommendations*
- 5.3 Land Use, Zoning, and Urban Form Changes*
- 5.4 Public Benefits Strategy*
- 5.5 Affordable Housing and Anti-Displacement Memo*

Task 6. Draft Environmental Impact Report

The Planning Department shall review, manage, distribute (electronically), and conduct related tasks in preparation of the Draft EIR. The task assumes Planning Department staff attendance at a public hearing on the Draft EIR at the Planning Commission.

Task 6 Deliverables:

6.1 *Draft EIR*

6.2 *Distribution/Mailing of Notice of Availability and Completion of Draft EIR*

Task 7. EIR Comments and Responses, Mitigation Monitoring and Reporting Program, and Findings

Following the close of the Draft EIR public comment period, the Planning Department shall prepare responses to all substantive comments on the DEIR. Wherever the response clarifies or corrects information in the Draft EIR, text and graphic changes to the EIR shall be included as part of the responses.

Also as part of this task, the Planning Department shall manage and review a Mitigation Monitoring and Reporting Program (MMRP) addressing all mitigation measures identified in the Initial Study and EIR to reduce significant physical effects. The MMRP will be included as an exhibit to the CEQA Findings that will be prepared as part of this task.

The Planning Department shall also prepare and present at hearings for the Final EIR.

Deliverables:

7.1 *Publication and Distribution of the Comments and Responses on the Draft EIR*

7.2 *Mitigation Monitoring and Reporting Program and CEQA Findings*

7.3 *Final EIR*

7.4 *EIR Hearings – agenda and meeting minutes*

Task 8. Plan Amendment Adoption

Following EIR approval, the Planning Department shall prepare and present at hearings for the adoption of zoning and general plan amendments and related policies/regulations to implement the plan amendments. This Task will not be funded by MTC grant monies nor obligated matching funds. It will be funded by the Planning Department outside of the scope of this grant agreement.

Deliverables

8.1 *Plan Amendment hearings – agenda and minutes*

Annex II
Project Schedule, Budget and Payment
San Francisco Market Street Hub EIR

The following table provides the project budget by deliverable, including the local match to be provided by RECIPIENT:

Task	Deliverables	MTC Contribution	Recipient Match	Total Cost	Completion Date*
1	PDA Profile				
	1.1 PDA Profile report	\$6,000	\$818	\$6,818	December 2018
2	Community Involvement				
	2.1 Outline of opportunities for community involvement in the EIR process	—	—	—	December 2018
3	Alternatives and Support Strategies				
	3.1 Alternatives Chapter of the EIR	\$15,000	\$2,045	\$17,045	June 2019
4	Implementation Plan Summary				
	4.1 List of measurable actions and timing associated with implementation	\$6,000	\$818	\$6,818	November 2019
5	Additional Planning Element				
	5.1 Summary of proposed changes and associated maps	\$2,000	\$273	\$2,273	December 2019
	5.2 Public Realm Designs, with circulation and transportation recommendations	\$2,000	\$273	\$2,273	December 2019
	5.3 Land Use, Zoning, and Urban Form Changes	\$2,000	\$273	\$2,273	December 2019
	5.4 Public Benefits Strategy	\$2,000	\$273	\$2,273	December 2019
	5.5 Affordable Housing and Anti-Displacement Memo	\$2,000	\$273	\$2,273	December 2019
6	Draft Environmental Impact Report				
	6.1 Draft EIR	\$112,500	\$15,341	\$127,841	August 2019
	6.2 Distribution/Mailing of NOA and Completion of Draft EIR	\$112,500	\$15,341	\$127,841	August 2019
7	EIR Comments and Responses, Mitigation Monitoring and Reporting Program, and Findings				
	7.1 Publication and Distribution of Comments and Responses on the Draft EIR	\$32,500	\$4,432	\$36,932	February 2020
	7.2 Mitigation Monitoring and Reporting Program and CEQA Findings	\$32,500	\$4,432	\$36,932	March 2020
	7.3 Final EIR	\$32,500	\$4,432	\$36,932	April 2020
	7.4 EIR Hearings – agenda and meeting minutes	\$30,500	\$4,159	\$34,659	June 2020
8	Plan Amendment Adoption				

Task	Deliverables	MTC Contribution	Recipient Match	Total Cost	Completion Date*
	8.1 Plan Amendment hearings – agenda and minutes	\$10,000	\$1,364	\$11,364	December 2020
TOTAL		\$400,000.00	\$54,547.00	\$454,547.00	

*Unless otherwise stated, dates stated indicate the last business day of the calendar month.

CONTRACT APPROVAL SHEET

AGENCY:	MTC	ConTracker #:		Contract No.	
NAME OF CONTRACTOR/CONSULTANT:	San Francisco Planning				
PROJECT TITLE:	MASTER FUNDING AGREEMENT – City and County of San Francisco				
Amount	Approval by ED or Cmte	Committee Approval Date	Grant/Allocation Name	Grant No./ Allocation No./ Funding Source (Acctg.)	
Original Contract:	\$0	ED	N/A	N/A	N/A
			Federal Funds :	Yes*	X No
<i>*If yes, please complete the form saved at J:\CONTRACT\Contract Formats\FORMATS\10c.pdf</i>					
Supplement #1:	\$400,000	Planning	April 2018	STP	6084 (232)
Supplement #2:	\$500,000	Planning	April 2018	STP	6084 (232)
Work Item:	1611	Sole Source: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> delete 2 check marks. If yes, attach signed sole source justification			
Fiscal Years:	FY 18/19 thru FY 20/21				
Insurance Code:	Insurance Exceptions:				
Contractor Contact/Email:	Sheila Nickolopoulos, sheila.nickolopoulos@sfgov.org				
Contractor Address:	1650 Mission Street, Suite 400, San Francisco, CA 94103				

J:\PROJECT\Smart Growth\MTC funding programs\5 OBAG 2\Cycle 7 PDA Planning\Project Folders - PMs Use These\Plans\SF - Transit Corridors\Budget and Schedule Tracking\CONTRACT APPROVAL SHEET SF Transit Corridors.docx

REVIEW LIST

Project Manager:

Krute Singa

Date: 12/12/18

Pre Award Audit Required:	Yes	No	X
Public Works:	Yes	No	X

Section Director:

Ken Kirkey

Date: 12/12/18

Budget Review:

Suzanne Bode-MTC/Sonia Elsonbaty-BATA/MTC SAFE/ABAG

Date: 12/13/18

Contract Administration¹:

Denise Rodrigues/Michael Brinton/Andrew Nguyen/Edward Phillips/Loren Hill

Date: 12/14/18

IT Review:

N/A
Nick Roethel/Valerie Campbell

Date: 12/14/18

Office of General Counsel:

Cynthia Segal/Matt Lavrinets/Leslie Miessner

Date: 12/17/18

Deputy Executive Director:

Andrew B. Fremton²/Alix A. Bockelman³/Brad Paul⁴

Date: 1/3/19

Finance Section:

Brian Mayhew

Return to Contract Administration

RECEIVED

DEC 14 2018

MTC LEGAL DEPT

¹ Includes DBE review for all federally-funded contracts.

² Reviews all procurements and contracts from OPS, EPS, TSS, BATA, BAHA, MTC SAFE, and BAIFA funded work.

³ Reviews all procurements and contracts from Planning, PAA, LPA and ADS.

⁴ Reviews all procurements and contracts from ABAG for Estuary Partnership, Energy Program, Insurance Program, and Finance Authority.

SUPPLEMENT NO. 2 TO MASTER FUNDING AGREEMENT

This Supplement No. 2 to Master Funding Agreement (“Supplement or “Agreement”) is entered into this first day of November 2018, by and between the Metropolitan Transportation Commission (hereafter “MTC”) and the City and County of San Francisco, acting through the San Francisco Planning Department (hereafter “AGENCY”) and supplements the Master Funding Agreement, dated July 1, 2018, by and between MTC and the City and County of San Francisco, acting through the San Francisco Municipal Transportation Authority.

Pursuant to this Supplement, MTC agrees to provide an amount not to exceed five hundred thousand dollars (\$500,000) in OBAG 2 to AGENCY to fund the Transit Corridors and 22nd Street Station Relocation Studies (as more fully described in Annex I hereto, the “Supplement Project”). The estimated budget and payment milestones for the Supplement Project scope of work is attached as Annex II hereto.

MTC will reimburse AGENCY for its actual eligible costs incurred for completed Supplement Project milestones or deliverables described in Annex II hereto.

The Supplement Project work will commence January 2019, and be completed no later than June 2020.

The clauses selected below and attached as exhibits to the Master Funding Agreement shall apply to AGENCY’s performance of the applicable Supplement Project scope of work hereunder:

- ☒ Exhibit B-1, Additional Terms and Conditions (General), Paragraph A
- ☒ Exhibit B-1, Additional Terms and Conditions (General), Paragraph B
- ☒ Exhibit B-2, Additional Terms and Conditions (Federally Required Clauses)
- ☒ Exhibit B-3, Additional Terms and Conditions (State Required Clauses)
- ☐ Exhibit B-4, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Non-Federally-Funded Agreements)
- ☐ Exhibit B-5, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Federally-Funded Agreements)
- ☐ Exhibit B-6, Additional Terms and Conditions (Regional Toll Funds including RM1, RM2, and AB1171)
- ☒ Exhibit B-7, Additional Terms and Conditions (Regional Discretionary Federal Funds including STP and CMAQ)

The MTC Project Manager for the Supplement Project is Krute Singa, (415) 778-5365, ksinga@bayareametro.gov. The AGENCY Project Manager for the Supplement Project is Doug Johnson, (415) 575-8735, doug.johnson@sfgov.org.

This Supplement is supplemental to the Master Funding Agreement; all terms and conditions of the Master Funding Agreement, as may be amended, remain unchanged hereby.

Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Master Funding Agreement.

MTC/San Francisco - Planning Department
Master Funding Agreement
Supplement 2 – SF Transit Corridors
Page 2

**METROPOLITAN TRANSPORTATION
COMMISSION**

DocuSigned by:

Steve Heminger

021DA2847D43405
Steve Heminger, Executive Director

**SAN FRANCISCO PLANNING
DEPARTMENT**

DocuSigned by:

John Rahaim

F08709E8EF0B428...
John Rahaim, Director

J:\CONTRACT\Contracts-New\CON 18-19\MTC\PD Planning Grants\San Francisco - Corridors\Sup1_MFA_SF_Transit Corridors final.docx

Annex I

Project Description and Scope of Work

Transit Corridors and 22nd Street Station Relocation Studies

Introduction

In the early 2000s, the City invested significantly in land use planning. In San Francisco's twelve PDAs, we have planned and zoned for tens of thousands of new homes and jobs, accounting for over 90% of both residential and job growth planned for the City. San Francisco's PDA area plans are consistent with and supportive of Plan Bay Area and State planning goals focused on compact development, increased transportation options, and reduced greenhouse gases. Now the City's greatest planning need is holistic, big-picture transit planning to support this future development and serve Muni's 750,000 daily transit riders (and future riders), a majority of which are low-income.

The City's transit system is failing to meet current demand as evidenced by slow service and crowded vehicles. While a few critical transit projects are under construction or in final planning stages, a long-term, forward thinking, comprehensive plan is urgently needed to advance the next generation of transit investments that will meet the city's PDA growth of 108,000 households and almost 233,000 jobs in the next 25 years.

The fifty-year Vision for San Francisco developed through the ConnectSF program in collaboration with residents, stakeholders, and other community members sets forth ambitious goals and objectives for equity, sustainability, economic vitality, safety and livability, and governance to guide future transportation programs. Several critical studies are currently underway that will shape regional connections to and from San Francisco and complement SFMTA's services. The Core Capacity Study is prioritizing investments to improve transportation to and from the San Francisco Core and the East Bay; the Rail Alignment and Benefits (RAB) Study (previously known as the Railyard Alternatives and I-280 Boulevard Feasibility Study) has identified a preferred alignment for bringing both Caltrain and High Speed Rail (HSR) to the Salesforce Transit Center (SFTC) from the South Bay; and San Francisco rail facilities figure prominently in the State Rail Vision plan, as well as Caltrain and CHSRA business plans.

The linchpin needed to synthesize these efforts is a focused planning study to identify the transit corridors and regional rail stations in PDAs that will best serve the transit system and current and future residents, workers, and visitors. The proposed Transit Corridors Study (TCS) will create an enhanced prioritized network of transit investments within San Francisco and advance the RAB by including corridors serving Caltrain stations. In particular, the 22nd Street Caltrain Station, which is the southern gateway to the regional SFTC, has the potential to become a multi-modal hub if planned so that future development can access Caltrain and other transit.

The potential relocation of the 22nd Street Station is an opportunity to improve service to Caltrain and San Francisco neighborhoods for the more than 4,000 market-rate and 2,000 affordable planned units in proximity to the station. The proposed work will complement access planning to the future 4th/Townsend Caltrain station. Furthermore, the TCS will address the regional efforts and ensure network connections for the next generation of transit.

Task 1: PDA Profile

A brief report, including graphics, will be prepared to provide an overview of the demographic and socio-economic characteristics of the planning area, transit/travel patterns and use, physical aspects of the planning area, as well as any known issues that will need to be considered or addressed in the planning process. Context for the relationship between the planning area and the jurisdiction's surrounding area will be included. Data sources will include the US Census and planning efforts. Results from the PDA Profile will inform subsequent planning elements.

Task 1 Deliverable:

PDA Profile report

Task 2: Transit Corridors Study

This study will identify, develop, assess, and prioritize transit projects to meet ConnectSF's goals for the transit network as part of an effective, equitable, and sustainable transportation system for the City. As part of the larger ConnectSF program, a Needs Assessment will identify corridors and modes to help achieve the fifty-year vision and is anticipated to be completed in November 2018. Through an iterative process, the TCS will move from the identified corridors to detailed project descriptions with modes and service characteristics with estimations of project costs and benefits.

Please note: The full project scope is provided for context. Only those items noted will be funded by MTC PDA grant funds. MTC funds are allocated specifically to Transit Corridor Alignment and Concept Development (Task 2.2), Transit Corridor Project Descriptions and Benefits (Task 2.3), and Public Outreach (Task 2.8). The remaining project costs will be provided by local and other grant funds. Deliverables will be provided only for those items funded by MTC PDA grant funds.

Task 2.1: Project Initiation

The project will initiate with the development of a full project charter, completion of a consultant contract, and identification of project team roles and responsibilities.

Task 2.1 Deliverables

Kick-off meeting

Project Charter

Consultant contract

Task 2.2: Transit Corridor Alignment and Concept Development [MTC funded]

The ConnectSF Vision, finalized in April 2018, sets forth ambitious goals and objectives for equity, sustainability, economic vitality, safety and livability, and governance. Currently, a Needs Assessment is being prepared that considers existing conditions and anticipated land use changes to identify the gap between San Francisco's existing transportation infrastructure and future conditions. This work and a subsequent Network Development will result in the identification of five to ten corridors that are most critical to address this need. This first technical task of the TCS studies these corridors and proposes one or two possible alignments for each.

Task 2.2.1: Develop and Evaluate Potential Transit Alignments

This work will develop potential alignments for transit improvements within the corridors identified in the Network Development. Each alignment will be analyzed for accessibility to population and employment, activity generators, PDAs, etc. New and existing alignments should be considered, with special attention paid to maximizing existing investments.

The project team will identify one or two possible alignments for each of the corridors identified in the Network Development, compile possible alignments in a GIS database, and collect and analyze data on the alignments and their land use characteristics. The outcome of this subtask is 10-20 alignments, with relevant data collected on each.

The TCS will consult existing data sources on land use, housing, demographics, existing plans and programs, transit performance, and other characteristics that influence supply and demand of the local and regional transit system. The project team will collect consistent data on the potential alignments determined in the Needs Assessment and Network Development.

Each alignment will be reviewed using GIS, sketch planning tools, and other resources for major physical constraints and land use compatibility. Land use compatibility characteristics will include, but are not limited to:

- Existing and future population and employment density
- Proximity and service to Communities of Concern and progress toward addressing service disparities/equity gaps
- Proximity and service to Priority Development Areas
- Major trip generators (major institutions, cultural or recreational sites, neighborhood commercial and major retail centers, etc.)
- Existing and planned transit service and infrastructure as well as any planned improvements identified in other modal studies (e.g., Bicycle Strategy, etc.)

This data collection effort is easily scaled, allowing for numerous alignments to be considered at this early stage, becoming more refined and focused through the public outreach and additional analytical tasks. This data collection effort will prepare the project team to engage with the public during public outreach.

Task 2.2.1.1: Develop Potential Corridor Alternatives

The consultant will pair alignments developed in Task 2.2.1 with one or more profile (elevated, surface, subway) and/or technology (bus, BRT, streetcar, rapid transit, etc.), scaled to meet demand, geographic challenges, system integration and connectivity, maximization of existing investments, etc. All transit operators that operate in San Francisco will be considered. As part of this exercise, standards for typical stop spacing and service patterns for each mode should be applied as a baseline, with professional judgment allowing for adjustments to better serve demand or system needs.

Task 2.2.1.2: Evaluation Framework

It is critical that the recommendations developed through the Transit Corridors Study advance the Vision developed by the Futures Task Force in Phase 1 of ConnectSF. City staff have developed metrics and objectives that relate to each of the five goal areas of the Vision. In this subtask, city staff and consultants will define the process, tools, and metrics by which alignments and project concepts will be

evaluated under Tasks 2.2.3 and 2.6.1. Process definition will build upon the structure and approach outlined in the Transit Corridors Study scope and may include weighting of goals, objectives, and/or metrics, collaborative discussions, multiple account evaluation, and/or evaluation sensitivity tests.

Task 2.2.2: Alignment Assessment

The project team will build on the technical work conducted for the ConnectSF Needs Assessment and outreach findings to develop Corridor Concepts for four to six locally operated alignments and up to three regionally operated alignments that best meet the objectives and reflect the necessary capacity levels to meet the goals and objectives described in the Vision.

These Corridor Concepts may be evaluated against considerations that may include:

- Corridor transit demand, including local and regional markets
- Topographic barriers, basic soil and rock unit information, liquefaction potential, tunneling considerations, terminal/turnaround needs, and infrastructure resiliency
- Local and regional transit system integration¹
- Local and regional transit connections
- Non-motorized network integration
- Potential environmental impacts
- Potential neighborhood impacts
- Operational efficiency
- Support of Vision policies
- Geographic and social equity
- Right-of-Way/Cross-Section Constraints (conceptual typical cross-sections)
- Constructability/cost and construction disturbance

For each aspect of the evaluation, the Corridor Concepts will be scored qualitatively to inform comparisons between them. This evaluation will focus on identifying appropriate modes for each Corridor Concept based on its capacity and performance characteristics, without specifying an operating agency.

After each of the Corridor Concepts have been evaluated and scored, the Project Team will recommend the Corridor Concepts and possible alternatives for each of the TCS Alignments that would best achieve the Program's objectives for the corridor and the local and regional transit system as a whole, as established in the Vision. These recommendations will be subject to the TCS Steering Committee review.

This evaluation will result in recommendations for each TCS corridor that will address the infrastructure, policy, and operational needs to maintain and improve transit capacity, reliability, and connectivity consistent with the Vision.

¹ For the Transit Corridors Study "system integration" is defined as the bringing together of new alignments and associated service concepts with, predominantly, the existing transit system, identifying constraints, and ensuring the overall system functions together.

Task 2.2.3: Alignment Screening

The Recipient will identify top-performing Corridor Alternatives for advancement to more detailed project development using ConnectSF evaluation criteria against known corridor characteristic data. Alignments should be screened on whether they move towards, away from, or have minimal impact on ConnectSF evaluation criteria, and to what extent. For corridors identified as Regional Corridors, at least one alignment that ties to or builds upon the regional network should advance, in addition to a non-regional alignment. This task will identify both a regional and local investment in those corridors as options for the preferred investment, understanding that regional decisions are outside complete control of San Francisco and the city may need to be prepared with an alternate investment if regional service is implemented elsewhere.

The regionally operated concepts will result in no more than three recommended concepts for further refinement. The local, SFMTA-operated concepts will result in four to six recommended concepts for further refinement. The recommendations will include alignments with various technology and right of way characteristics.

Task 2.2 Deliverables

Technical memo summarizing data analysis for the 10-20 recommended TCS alignments and geographic context

Technical memo summarizing considerations in determining profile and technological pairings with TCS alignments

Technical memo summarizing evaluation process, tools, and metrics to be applied

Technical memo documenting assessment of each alignment against criteria

Technical memo identifying four to six concepts for further refinement into projects, including evaluation matrix for comparison of modal concepts and associated conceptual cross-sections. Recommendations will include transit technology and right of way

Task 2.3: Transit Corridor Project Descriptions and Benefits [MTC funded]

The outcome of Task 2 are alignments matched with modes to achieve the goals of the ConnectSF Vision. Task 3 develops these alignments further, to the following level of detail:

- Regionally operated projects – a project description and detail for inputs into SF-CHAMP and MTC's travel model
- Locally operated projects – a project description, detailed service planning, and other information required for a project to be ready for pre-environmental planning.

Specifically, for locally operated alignments, the outcome of Task 3 will consist of understanding the technical details to the degree of service plans and vehicle types, so that these projects are developed to a pre-environmental level. Both regional and local alignments will estimate the project benefits, especially considering their impact on Disadvantaged Communities.

Task 2.3.1: Defining Project Descriptions and Benefits

This task will consist of the following sub-tasks:

Task 2.3.1.1: Define Projects for Modeling, Planning, and Funding Documents

This task will develop both local and regional alignments to the degree needed for modeling purposes and future planning and funding documents. Starting with the corridors identified in Task 2.2 and documented needs and priorities from communities adjacent these corridors in outreach (Task 2.8), city staff and consultants will develop the Corridor Concepts identified in Task 2.2 into initial project definitions.

Project definitions will expand on the discussion of alignment and mode from Task 2.2 to include:

- An operational concept plan (e.g. headway and peak vehicle requirements)
- A general description of project limits, elements and features of the project (e.g. grade-separated rail, surface Bus Rapid Transit with dedicated lane, etc.)
- Potential stop/station locations
- Consideration of new technologies such as autonomous transit vehicles
- Specific strategies and opportunities for multimodal coordination and project integration
- Opportunities for projects to be built and operated by regional transit providers to be further analyzed in regional studies.
- Opportunities for larger projects to be divided into minimum operable segments with future phasing of full build-out
- The potential relocation of the 22nd Street Caltrain station.

Phasing of potential projects will also be considered and described, with consideration for how projects may be timed to support anticipated housing and job growth.

Task 2.3.1.2: Local Operational and Detailed Project Descriptions

Building on the project definitions created in Task 2.3.1.1, for locally operated alignments the consultant will expand the discussion to better understand:

- Further refinement of conceptual cross-sections of key segments and system integration opportunities
- Integration with the built environment (e.g. street and neighborhood aesthetics, waiting areas, station size/style, etc.)
- Potential terminal requirements and siting

Optional Task 2.3.1.2.1: Project Description Refinement

As resources and time permits, up to two local project descriptions would be further developed and refined. This task would focus on the elements of the project description where further detail would be most beneficial in preparation for pre-environmental planning. Elements of the project description that may be further developed or refined under this task include project location and boundaries, service plan, station location, integration with the built environment, and key engineering elements.

As resources and time permits, up to two regional project descriptions would be further developed and refined. This task would focus on the elements of the project description where further detail would be most beneficial in understanding and establishing the City's preference for regional alignments, stations, and conceptual service plans.

Task 2.3.2: Estimate Project Benefits

All project descriptions developed in Task 2.3.1 will provide the basis to assess individual project benefits. City staff and consultants will use GIS and sketch modeling tools to analyze quantitative and qualitative benefits such as increased ridership, travel time savings, reduced crowding, enhanced reliability, environmental benefits, and contributions to citywide, regional, and State sustainability goals. Benefits specifically accruing to residents of disadvantaged communities will be calculated and used in the project prioritization task.

Where appropriate, TCS Projects that leverage existing infrastructure or other TCS Projects to potentially produce benefits in excess of the individual TCS Projects could be evaluated together. This task will also consider potential negative impacts on neighborhoods. The assessment of benefits and potential impacts will inform the project prioritization in Task 2.6 as well as outreach.

Optional Task 2.3.3: Estimate SF-CHAMP Quantitative Project Benefits

As resources and time permits, these project benefits could be quantified using the SF-CHAMP Travel Demand Forecasting Model. Project benefits for each project concept would be quantified using SF-CHAMP. The specific metrics used will be defined under the SFCTA-led San Francisco Transportation Plan 2050 and consistent with the goals and objectives in the ConnectSF Vision.

Task 2.3 Deliverables

Technical memo(s) detailing, for all projects, model assumptions and details sufficient for future planning and funding documents, including capacity improvement concept project descriptions, project elements, potential phasing, and multimodal integration.

Technical memo(s) detailing additional operational concepts and other information for locally operated pre-environmental project readiness

Optional Task 2.3.1.2.1: Technical memo(s) detailing further development and refinement of local and/or regional project descriptions

Technical memo(s) detailing project performance toward Vision goals and metrics, as well as transit specific benefits

Optional Task 2.3.3: Technical memo(s) detailing SF-CHAMP quantitative project performance toward Vision goals and metrics, as well as transit specific benefits

Task 2.4: Storage and Maintenance Facilities Needs

The Recipient will evaluate available capacity in existing SFMTA transit maintenance and storage facilities against the storage and maintenance needs of the projects based on the initial project descriptions. Existing facility storage capacities identified in the 2017 SFMTA Facilities Framework and Building Progress Program will provide the existing facilities storage capacities. Facilities with excess capacity will be identified, as well as projects with vehicle needs that could be accommodated by these existing facilities.

Task 2.4 Deliverable

Technical memo detailing project storage and maintenance needs and opportunities for centralized storage and maintenance between locally operated projects

Task 2.5: Preliminary Cost Estimation

Task 2.5.1: Preliminary Cost Estimation – Local

The Recipient will use the project descriptions developed under Task 2.3, associated storage and maintenance requirements developed under Task 2.4 (locally operated only) to develop preliminary cost estimates for each project.

Cost estimates will primarily rely on unit-based estimates from Federal Transit Administration database, cost estimates from ongoing and past San Francisco projects, and other available sources, with adjustments for local construction conditions. Unique or costly components of locally operated projects would utilize additional detail developed under Task 2.3.1.2 to inform these cost estimates. These unique components may include structures, geotechnical elements, or other atypical components where use of unit-based cost estimates may not be appropriate. Preliminary cost estimates will be providing a range of potential capital costs, and not a specific or targeted project cost. In addition to the project-specific capital costs, the Project Team will document incremental operating and maintenance costs to provide service.

The deliverable will include the most current information available from all relevant projects and studies. Limitations of cost estimations and confidence in the estimates will be summarized in the deliverables.

Task 2.5.2: Preliminary Cost Estimation – Regional

City staff and consultants will use the project descriptions developed under Task 2.3 to develop rough-order of magnitude cost estimates for regional projects. Cost estimates will primarily rely on unit-based estimates from Federal Transit Administration database, cost estimates from ongoing and past San Francisco projects, and other available sources, with adjustments for local construction conditions. Preliminary cost estimates will be providing a range of potential capital costs, and not a specific or targeted project cost. In addition to the project-specific capital costs, the Project Team will document incremental operating and maintenance costs to provide service. Cost estimates will also support outreach activities.

Optional Task 2.5.3: Conceptual Engineering

As resources and time permits, the consultant would conduct conceptual engineering (3%) for the two to three highest priority local and/or regional project concepts. For local project concepts the conceptual engineering will focus on areas where additional information will benefit pre-environmental study or potential engineering risk exists. For regional project concepts the conceptual engineering will focus on similar areas and will consider the timing and scope of regionally led planning studies to make the best use of available resources under this task.

Task 2.5 Deliverables

Technical memo(s) detailing preliminary planning-level cost estimates for local projects

Technical memo(s) detailing preliminary rough order of magnitude cost estimates for regional projects

Optional Task 2.5.3: Technical memo(s) and engineering documents for 2-3 local project concepts

Task 2.6: TCS Project Prioritization and Implementation Strategy

This prioritized list of projects (Task 2.6.1) and implementation strategy (Task 2.6.2) are key inputs into the San Francisco Transportation Plan 2050 (SFTP 2050), Plan Bay Area (RTP), the SFMTA Capital Plan, and other regional, county, and agency planning documents.

Task 2.6.1: Benefit-Cost Prioritization

All projects will be evaluated to inform both local and regional transit investments. The benefits calculated in Task 2.3.2 and costs from Task 2.5 will be used in the benefit cost assessment and project prioritization. Weighted values for the benefit-cost assessment will be informed by the broader ConnectSF program, including the Futures Task Force and results from outreach under Task 2.2.3. Decision Lens software may be used to prioritize projects on a benefit-cost basis.

Task 2.6.2: Implementation Strategy – Locally Operated Projects

For locally operated projects, the TCS Implementation Strategy will leverage the benefit-cost prioritization described above, findings from public outreach, corridor demand, geographic distribution, equity, project coordination and synergy, system operations, and timing of anticipated housing and other land use development to develop an action plan for getting the TCS's recommendations built.

The implementation strategy will document how recommendations from the TCS integrate and complement existing service structure and patterns, or where modification to existing service structure and patterns should be considered. The implementation strategy will consider not just rapid transit synergies, but also how local and neighborhood transit services support and complement the TCS recommendations or where additional supportive transit services may be appropriate.

Optional Task 2.6.3: Implementation Strategy Refinement

As time and resources permit, additional detail and refinement of the implementation strategy for the highest priority project concepts will be developed. In particular, further detail and consideration for system integration and phased delivery of projects concepts will be developed. Based on additional information available under Optional Tasks 2.3.4 and 2.5.2, key factors in project development and delivery will be assessed and refinements to overall implementations strategy documented as necessary.

Task 2.6 Deliverables

Technical memo documenting evaluation methodology, recommended priorities, and recommendations for potentially phasing capacity improvements over time
An Implementation Strategy based on established prioritization, timeline and known funding opportunities
Optional Task 2.6.3: A revised Implementation Strategy for the highest priority project concepts

Task 2.7: TCS Final Report

Task 2.7 Deliverables

Draft TCS Report
Final TCS Report

Task 2.8: Public Outreach [MTC funded]

Sub-Task 2.8.1: Project Kick-Off Meeting, Information Review, and Outreach Work Plan

A project kick-off meeting will be held with the outreach consultant. The outreach work plan will include analysis of different groups for outreach and preferred methods to reach each one. Key audiences to targeted include but are not limited to: community-based organizations, including transportation-focused groups and others; general public; underrepresented groups, including youth, minorities, and low-income residents; groups representing the elderly or people with disabilities; employers; tourism interests; ConnectSF Futures Task Force; Transportation Authority Citizens Advisory Committee; SFMTA Citizens' Advisory Council; Boards and Commissions; and other transportation agencies.

Sub-Task 2.8.1 Deliverable

Outreach work plan

Sub-Task 2.8.2: Planning for Public Outreach and Engagement

An outreach strategy and communications plan will be prepared. Project communications collateral will be developed, including in-language fact sheet, survey, social media content, and website materials.

Sub-Task 2.8.2 Deliverables:

Project communications collateral

Sub-Task 2.8.3. Outreach Support Services

The following tasks will be prepared for public meetings: secure venues for public meetings; develop open house and workshop outreach plan; translate materials; prepare public notifications for open house, workshop events, or other public meetings; provide materials and logistical support for public meetings.

Sub-Task 2.8.3 Deliverables:

Public meeting spaces identified and secured

Translation services secured

Meeting notifications

Sub-Task 2.8.4. Data Visualization

A data visualization platform, such as a “game” or other interactive material to engage the public will be prepared.

Sub-Task 2.8.4 Deliverable:

Data visualization platform selected

Task 2.9: Administration

Task 2.9 Deliverables

Administrative record of project

Meeting notes and action items for bi-weekly team meetings

Task 3: 22nd Street Station Study

Planning will lead a follow-on task from the RAB study to explore and recommend the redesign or re-siting of the 22nd Street station to serve the proposed Pennsylvania Avenue alignment for north/south commuter rail service to and from San Francisco. The study will evaluate multi-modal connections, including findings from the ConnectSF Needs Assessment, Network Development, and concurrent work under the Transit Corridors Study (see above), as well as ADA, shuttle, and active transportation access to a new location meeting the needs of the surrounding neighborhood(s) and existing/future transportation network.

The redesign or relocation of the 22nd Street station will benefit Caltrain and San Francisco by improving access to the station from adjoining current and planned housing and job employment.

22nd Street Potential Relocation – As part of the Pennsylvania Avenue extension design and validation (with TJPA as the lead agency) as well as environmental work to be completed (with TJPA as a co-lead agency), this Study will explore potential locations for a future 22nd Street Station relocation focusing on technically viable locations and transit connections, accessibility, mobility, and potential synergies between elements. Public input will also be needed through the process.

Outcomes:

- Preferred location for a relocated 22nd Street Caltrain stop
- Preliminary technical analysis to include in supplemental or full EIS/EIR on the Pennsylvania Avenue alignment
- Planned alignment with active transportation networks and local transit services consistent with the Transit Corridors Study and other local and regional planning efforts
- A participatory public engagement process

Task 3.1: Project InitiationTask 3.1 Deliverable

PDA Project initiation memo

Task 3.2: Review past and current plans

Recipient shall compile a list of known documents and data to the City. Identification of gaps that exist in data will be identified. Recipient shall review relevant studies and plans for related elements including, but not limited to the Dogpatch/Central Waterfront area, Pier 70, Caltrain electrification, Caltrain track charts, High Speed Rail, TJPA, Waterfront Transportation Assessment, etc. City comment letters should also be sought for data collection efforts.

Recipient shall review existing multi-modal routes and plans in the area and determine modifications as necessary to maximize access to/from each potential location. Traffic counts, origin/destination studies, walking routes, bicycling routes, transit routes, etc. will be reviewed and taken into account.

Recipient shall review nearby land use and area plans for any inconsistencies or desired traits for each location under consideration.

Task 3.2 Deliverable

Memorandum/Working paper summarizing existing conditions, Caltrain and transit access needs identified in existing plans and previous community planning efforts, emerging needs, and any inconsistencies between the documents

Task 3.3: Create Station Alternatives

Based on stakeholder and public input, Recipient shall develop conceptual level designs taking in multi-modal connections that exist or should exist at the proposed station. Analysis of parking availability will be included. Currently, the station does not provide parking, although parking happens in the adjacent neighborhood. Discussions as to whether or not parking should be included will be incorporated.

Task 3.3 will identify up to three locations where a station may be located under the preliminary designs of a Pennsylvania Avenue extension of the DTX undergrounding of the Caltrain/HSR rail line. Locations inside the anticipated portal of the tunnel as well as outside the anticipated portal of the tunnel will be considered.

Develop conceptual engineering graphics of each concept suitable for client and stakeholder understanding of the concepts. All locations will be along the current (or Pennsylvania Avenue extension) alignment and shall conform to the top of rail and platform heights required by Caltrain.

Prepare working paper summarizing conceptual and sub-alternatives and produce graphics, presentation materials, and synthesize comments received at the meeting(s)

Task 3.3 Deliverable

Electronic submittal of concept level graphics, memorandum/working paper summarizing up to three (3) concept level locations and concept level design documents for further discussion.

Task 3.4: Refine Station Alternatives

Based on stakeholder and community/public meeting input, as well as other citywide outreach efforts, refine up to two location concepts as identified in Task 3.3.

Develop scaled design graphics of each refined concept depicting horizontal and vertical rail alignments around and through each potential station location based on Pennsylvania Avenue extension to the DTX design as well as existing Caltrain tracks and any other known data points in the area.

Develop order of magnitude cost estimates for each station location in consultation with Planning and Public Works. Plan, profiles, cross-sections, staging diagrams (where appropriate) and other graphics shall be developed for presentations at public meetings and shall be understandable to the general public.

Develop a memorandum/working paper that summarizes the location analysis and determines a preliminary preferred location for the movement of the existing 22nd Street Caltrain Station to a new location.

Present refined alternatives, preliminary preferred location, and preliminary estimates of probable costs at a TAC meeting for feedback. (TAC meetings detailed under **Task 3.6**)

Present refined alignments and preliminary preferred location at a public meeting.

Task 3.4 Deliverable

Electronic submittal of assembled graphics memorandum/working paper summarizing refined alternatives and preliminary preferred location, including preliminary estimates of probable costs.

Task 3.5: Select Preferred Alternative

Based on stakeholder input as well as other citywide outreach efforts, the consultant will finalize the preferred location, design drawings, and preliminary estimates of probable costs.

Consultant will present materials to various boards/commissions for approval of preferred location.

Task 3.5 Deliverable

Electronic submittal of final graphics, public materials and editable files of preliminary preferred location and associated materials.

Task 3.6: Public Outreach

- Technical Advisory Committee (TAC) meetings – the Consultant will work with the City Project Manager to prepare materials for, attend, and facilitate up to four (4) TAC meetings in addition to the other meetings identified in this Task 3.6. Members of the TAC will include City and County of San Francisco agency staff, Caltrain, TJPA, and others as appropriate.
- Public Meeting(s) – the consultant will work with City staff to initiate up to three (3) public meetings related to the proposed work scope. It is anticipated that three meetings will be needed (initial alternatives, refined alternatives, final alternatives) will be held
 - Meeting #1 – Concepts and elements for consideration – **Task 3.3**
 - Meeting #2 - Initial screening of up to 3 integrated alternatives – end of **Task 3.3**
 - Meeting #3 – Preferred location and preliminary cost estimate for construction – End of **Task 3.4**

Task 3.6 Deliverables

Preparation for, attendance at, and summary notes for meetings as identified above. Consultant will be responsible for meeting logistics for public meeting(s).

Annex II
Project Schedule, Budget and Payment
Transit Corridors and 22nd Street Station Studies

Table 1. MTC PDA Planning Grant Budget

Task	Deliverables	MTC Contribution	Recipient Match	Total Cost	Completion Date
1	PDA Profile	\$ -	\$ -		March 2019
2	Transit Corridors Study				
2.1	Project Initiation	\$ -		\$ -	April 2019
2.2	Transit Corridor Alignment and Concept Development	\$ 21,000	\$ 2,864	\$ 23,864	August 2019
2.3	Transit Corridor Project Descriptions and Benefits	\$ 163,200	\$ 22,255	\$ 185,455	February 2020
2.4	Storage and Maintenance Facilities Needs	\$ -	\$ -	\$ -	March 2020
2.5	Preliminary Cost Estimation	\$ -	\$ -	\$ -	April 2020
2.6	TCS Project Prioritization and Implementation Strategy	\$ -	\$ -	\$ -	December 2020
2.7	TCS Report	\$ -	\$ -	\$ -	July 2021
2.8	Public Outreach	\$ 65,800	\$ 8,973	\$ 74,773	April 2021
2.9	Administration	\$ -	\$ -	\$ -	July 2021
	Subtotal Task 2	\$ 250,000	\$ 34,092	\$ 284,092	
3	22nd Street Station Relocation Study				
3.1	Project Initiation Memo	\$ -	\$ -	\$ -	July 2019
3.2	Summary of past and current plans . Access needs, and any inconsistencies between known documents	\$ 35,000	\$ 4,773	\$ 39,773	September 2019
3.3	Concept Level Station Alternatives (graphics and documentation)	\$ 65,000	\$ 8,864	\$ 73,864	March 2020
3.4	Refined Station Alternatives (graphics and documentation)	\$ 50,000	\$ 6,818	\$ 56,818	June 2020
3.5	Selection of Preferred Alternative - Draft and Final Report	\$ 40,000	\$ 5,455	\$ 45,455	October 2020
3.6	Public outreach and engagement		\$ -		
	3.6a TAC meetings (up to 4)	\$ 30,000	\$ 4,091	\$ 34,091	October 2020
	3.6b Public meetings (up to 3)	\$ 30,000	\$ 4,091	\$ 34,091	October 2020
	3.6c Community group outreach (up to 10)	\$ -	\$ -	\$ -	
	3.6d Online engagement (when appropriate)	\$ -	\$ -	\$ -	
	Subtotal Task 3	\$ 250,000	\$ 34,092	\$ 284,092	

Table 2. All Funding Sources for Transit Corridors and 22nd Street Station Studies (for informational purposes)

Task	Study or Task Name	MTC PDA Planning Grant (to SF Planning)	Recipient Match for MTC Grant (Local Funds)	Caltrans Planning Grant (to SFMTA)	Prop K	General Fund (Other Staff Time)	Total
1	PDA Profile	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000
2	Transit Corridors Study	\$ 250,000	\$ 34,092	\$ 438,200	\$ 320,000	\$ 182,500	\$ 1,224,791
3	22nd Street Station Study	\$ 250,000	\$ 34,092	\$ -	\$ 160,000	\$ 100,884	\$ 544,975
		\$ 500,000	\$ 68,184	\$ 438,200	\$ 480,000	\$ 288,384	\$ 1,774,766