



Potrero Neighborhood Collective
555 W. 5th Street, Suite 3150
Los Angeles, CA 90013
Telephone: 424.278.2173
Facsimile: 424.278.2174
www.plenarygroup.com

February 18, 2026

Chris Lazaro
Project Director
San Francisco Municipal Transportation Agency
Section Director, Development
Assistant Program Manager, BUILDING PROGRESS

Dear Mr. Lazaro:

Final Fixed Price Proposal – PNC Proposal Submittal Letter

Potrero Neighborhood Collective LLC (“**PNC**”) is pleased to submit its Final Fixed Price Proposal (“**FFP Proposal**”) to SFMTA for the Potrero Yard Modernization Project (“**Project**”). This FFP Proposal contains the following items:

- Part A. Administrative Proposal
- Part B. Technical Proposal
- Part C. FFP Proposal

We look forward to continuing to work with SFMTA in the next phase of the Project.

Kind regards,

Signature:
Name: Chris Jauregui
Title: Project Manager
Potrero Neighborhood Collective LLC

Financial Model:

Refer to *PNC IF Financial Model 2.19.2026.xlsm* located in Escrow of Financial Model and Cost and Pricing Data.



A.

Proposal Letter

PICTURED: THE ZUCKERBERG SAN FRANCISCO GENERAL HOSPITAL & TRAUMA CENTER • SAN FRANCISCO, CA

APPENDIX A – PROPOSAL LETTER

Potrero Neighborhood Collective D&C Contractor Procurement Potrero Yard Modernization Project Infrastructure Facility

PROPOSAL LETTER

Proposer: Webcor Construction, LP dba Webcor

Proposal Date: December 12, 2025

Sam Hull, Procurement Contact
Potrero Neighborhood Collective

The undersigned (“**Proposer**”) submits this proposal (this “**Proposal**”) in response to that certain Request for Proposals (the “**RFP**”) issued by Potrero Neighborhood Collective (“**PNC**”), dated February 12, 2025, as amended, to design and construct the Infrastructure Facility component of the Potrero Yard Modernization Project (the “**Project**”), as more specifically described herein and in the documents provided with the RFP. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

In consideration for PNC supplying us with the RFP and agreeing to examine and consider this Proposal, the undersigned undertakes:

- a) to keep this Proposal open for acceptance for a period of one hundred and eighty (180) days commencing on the Proposal Due Date without unilaterally varying or amending its terms, without first obtaining the prior written consent of PNC, in PNC’s sole discretion; and
- b) if Proposer is selected as the Preferred Proposer, to provide security (including bonds, insurance, and if applicable, a guaranty, as described in the RFP) for the due performance of the D&C Contract as stipulated in the D&C Contract.

If selected by PNC as the Preferred Proposer, Proposer agrees that Proposer shall: (a) enter into the D&C Contract Documents as set forth in Section 1.6 of the RFP; and (b) perform its obligations as set forth in the D&C Contract, including compliance with all commitments contained in this Proposal.

Enclosed, and by this reference incorporated herein is the Proposal.

Proposer acknowledges receipt, understanding, and full consideration of the following:

- **N/A, No Addenda received during RFP.**

Proposer certifies that:

- The Proposal is submitted without reservation, qualification, assumptions or conditions;
- Proposer has carefully examined and is fully familiar with all of the RFP documents and is satisfied that the RFP documents provide sufficient detail regarding D&C Contractor’s obligations and do not contain internal inconsistencies, errors or omissions;
- Proposer has carefully checked all the words, figures and statements in the Proposal;

- Proposer's completed Appendix C (Price Form) represents an accurate allocation of costs between the Bus Yard Component and Common Infrastructure based on Proposer's costs and the definition of "Common Infrastructure" set forth in the Technical Requirements;
- Proposer has notified PNC in writing of any deficiencies in or omissions from any RFP documents or other documents provided by PNC; and
- Proposer understands, acknowledges, and agrees that pursuant to Section 2.12 of the RFP, PNC shall be entitled to draw on the Proposal Bonds in its entirety if Proposer withdraws, repudiates or otherwise indicates in writing (including email) after the Proposal Due Date that it will not meet any commitments made in the Proposal or required by the RFP.

Proposer represents that all statements made in the SOQ previously delivered to PNC are true, correct and complete as of the date hereof, except as otherwise specified in the enclosed Proposal and related forms. Proposer agrees that such SOQ, except as modified by the enclosed Proposal and related forms, is incorporated as if fully set forth herein.

Proposer understands that PNC is not bound to award the Project and, if it awards the Project, is not bound to award it to the Proposer with the highest scoring Proposal.

Proposer further understands that all costs and expenses it has incurred in preparing this Technical Proposal and participating in the RFP process will be borne solely by Proposer.

Proposer agrees that PNC will not be responsible for any errors, omissions, inaccuracies or incomplete statements in the Proposal. The Proposal shall be governed by and construed in all respects according to the laws of the State of California.

To the extent Proposer claims an exemption from the Public Records Act, Proposer agrees to indemnify PNC, the City, and the respective officers, employees, agents and consultants, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Proposer's business address:

| | | | | |
|---------------|---------------------|-------------|----------------------|------------------|
| 207 | | King Street | | Suite 300 |
| (No.) | | (Street) | | (Floor or Suite) |
| San Francisco | California | | 94107 | USA |
| (City) | (State or Province) | | (ZIP or Postal Code) | (Country) |

State or Country of Incorporation/Formation/Organization: California

By: 

Print Name: Matt Rossie

Title: President & CEO



B. Updates to Respondent General Information Form

PICTURED: MISSION ROCK PARCEL F • SAN FRANCISCO, CA

APPENDIX C
RESPONDENT GENERAL INFORMATION FORM

[Complete a separate Appendix C for Respondent, and if applicable, Guarantor. If Respondent is a joint venture, complete a separate Appendix C for each Respondent JV Member.]

Part A: Business Information

Name of Entity: Webcor Construction, LP dba Webcor

Year Established: 1971 Individual Contact: Matt Rossie

Entity's Role in the Project: D&C Contractor

Business Address: 207 King Street, Suite 300, San Francisco, CA 94107

Headquarters: 207 King Street, Suite 300, San Francisco, CA 94107

Office Performing Work: 207 King Street, Suite 300, San Francisco, CA 94107

Contact Telephone Number: (650) 823-5714

Legal Nature / Business Organization (check one):

- Corporation (If yes, then indicate the Authority and Year of Incorporation.)
- Partnership
- Joint Venture/Consortium
- Limited Liability Company
- Other (describe)

State of Organization: California

Federal Tax ID No.: 20-8399744

North American Industry Classification Code: 236220

Part B: Legal Information

- (1) Has the firm or any Affiliate¹ or any **current** officer, director or employee of either the firm or affiliate, been indicted or convicted of bid- or other contract-related crimes or violations (e.g., fraud, bribery, collusion, conspiracy, etc.) or any other felony or serious misdemeanor within the past 10 years (measured from the date of issuance of this RFQ)?

Yes No

If yes, please explain:

- (2) At any time during the last 10 years, has your firm or any of its Affiliates been found liable in civil or criminal court for false claims, material misrepresentation, dishonesty, or fraud against a public entity?

Yes No

If yes, please explain. As to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry:

- (3) Has the firm or any Affiliate sought protection under any provision of any bankruptcy act within the past 10 years (measured from the date of issuance of this RFQ)?

Yes No

If yes, please explain:

- (4) Has the firm or any Affiliate been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the past 10 years (measured from the date of issuance of this RFQ)?

Yes No

If yes, please explain:

- (5) Is the firm involved in any litigation that could have a material adverse effect on the firm's financial condition?

Yes No

¹ For the purposes of this form, "Affiliate" refers to any of the following: (1) any person or entity that controls, directly or indirectly through one or more intermediaries, or is controlled by, or is under common control with, a Respondent, a Respondent JV Member, or a Guarantor, as applicable, or any of their respective shareholders, members, partners, or joint venture members; (2) any entity for which 10 percent or more of the equity interest in such entity is held, directly or indirectly, beneficially or of record by a Respondent, a Respondent JV Member, or a Guarantor, as applicable, or any Affiliate of a Respondent, a Respondent JV Member, or a Guarantor under clause 1 of this definition; or (3) any entity for which 10 percent or more of the equity interest in such entity is held, directly or indirectly, beneficially or of record by a Respondent, a Respondent JV Member, or a Guarantor's shareholders, other than shareholders whose only interest in the member is in the form of publicly traded stock. For the purpose of this definition, "control" means the power to direct the management of an entity, whether through voting, nomination, or other selection rights, by contract, through family relationship, or by other means "Common control" means two or more entities that are controlled by the same entity, entities or person(s).

If yes, please explain:

- (6) Has any construction project performed or managed by the firm or any Affiliate involved repeated or multiple failures to comply with safety rules, regulations, or requirements within the past 10 years (measured from the date of issuance of this RFQ)?

Yes No

If yes, please identify the firm or Affiliate and the project(s), provide an explanation of the circumstances, and provide owner contact information, including current telephone and fax numbers (and email address if available).

- (7) Has the firm or any Affiliate been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable California governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action within the past 10 years (measured from the date of issuance of this RFQ), including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et seq.); the Equal Pay Act (29 U.S.C. Section 206[d]); and any applicable or similar California law?

Yes No

If yes, please explain:

- (8) Has the firm or any Affiliate been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the California Department of Labor (or its equivalent), federal court or federal agency, to have violated or failed to comply with the Contractor's State License Law set forth in California Business and Professions Code sections 7000 *et seq.*, any law or regulation of the United States or any state within the past 10 years (measured from the date of issuance of this RFQ) governing prevailing wages (including, but not limited to, alleged violations of federal or state law regarding the payment of wages, benefits, apprenticeship requirements, payment for health and welfare, pension, vacation, travel time, subsistence, overtime compensation, personal income tax withholding or Federal Insurance Contribution Act (FICA) withholding requirements)?

Yes No

If yes, please attach a separate signed page describing each violation.

NOTE: This question refers only to the firm's or any Affiliate's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

- (9) Has the firm or any Affiliate been determined, pursuant to a final determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract during the past 10 years (measured from the date of issuance of this RFQ) with respect to a project?

Yes No

If yes, please identify (for each instance) the entity determined liable and the project name, provide an explanation of the circumstances and provide owner contact information, including telephone and fax numbers (and email address if available).

- (10) Has a surety completed a contract on behalf of the firm or Affiliate or paid for completion because the entity was in default or terminated by the project owner with respect to a project during the past 10 years (measured from the date of issuance of this RFQ)?

Yes No

If yes, please provide (for each instance) an explanation of the circumstances, the project name and an owner's representative with a current telephone and fax number (and email address if available).

- (11) Has the firm or any Affiliate been terminated for cause during the past 10 years (measured from the date of issuance of this RFQ) with respect to a project?

Yes No

If yes, please identify (for each instance) the entity terminated for cause and the project name, provide an explanation of the circumstances and provide owner contact information, including telephone and fax numbers (and email address if available).

- (12) Has the firm or Affiliate been involved in any adverse claim, dispute or lawsuit between it and the owner of a public works project during the past eight years (measured from the date of issuance of this RFQ) in which the claim, settlement or judgment exceeded \$50,000?

Yes No

If yes, please provide a brief description (including the resolution) of each qualifying claim, settlement or judgment. For each instance, identify an owner's representative with a current telephone and fax number (and email address if available).

- (13) At any time during the last 10 years (measured from the date of issuance of this RFQ), has the firm or an Affiliate been cited or assessed penalties for any "serious," "willful" or "repeat" violation of California Labor Code sections 6300 *et seq.* or the federal Occupational Safety and Health Act of 1970 (Public Law 91-596)?

Yes No

If yes, please attach a separate signed page describing each citation.

- (14) At any time during the last eight years (measured from the date of issuance of this RFQ), has your firm or any of its Affiliates been found liable in civil or criminal court for gross design errors and omission, material misrepresentation, and/or dishonesty during the design or construction of a project?

Yes No

If yes, please explain:

- (15) Has there been any instance during the last 10 years (measured from the date of issuance of this RFQ) where the firm or any Affiliate, or its owners, officers, or managing employees submitted a bid on a public works project and were found to be nonresponsive or were found by an awarding body not to be a responsible bidder?

Yes No

If yes, please explain:

No Changes as of December 2025

Serious OSHA Citations

08/14/2014 – Citation # 317176766 – 2 Serious Citation (\$39,375) Closed Contested (\$26,435 in penalties paid)

| Alleged Violation | Resolution | Penalty |
|--|--|-----------------------------|
| T8 CCR 1621 (A) Railing and Toe boards | | Reduced Citation - \$8,435 |
| T8 CCR 4999 (H) Handling Loads | Citation Reduced from Accident Related Serious to Serious and to \$18,000; Fine Paid. Determined during investigation and hearing the Qualified Rigger had not followed protocols related to releasing the load. | Serious Citation - \$18,000 |

05/15/2017 – Citation # 1191677 – 2 Serious/ 1 General Citation (\$54,000) Closed Contested (\$27,000 in penalties paid)

| Alleged Violation | Resolution | Penalty |
|--|---|----------------------------|
| T8 CCR1637 (L) General Requirements-Removal of Braces | Citation and penalty remain as issued | SAR Citation - \$18,000 |
| T8 CCR 1637 C General Requirements-Anchorage and Bracing | DOSH removed A/R characterization. Penalty reduced. | Serious Citation - \$8,100 |
| T8 CCR 1509(A) Employer shall establish an effective IIPP in accordance with section 3203 of the General Industry Safety Orders. | DOSH reclassified to G. Penalty reduced. | General Citation - \$900 |

(16) In the past five years (measured from the date of issuance of this RFQ) has the firm or any Affiliate had liquidated damages assessed against it during or after completion of a contract?

Yes No

If yes, please explain:

(17) In the past five years (measured from the date of issuance of this RFQ), has the firm or any Affiliate had any license, credential, or registration revoked or suspended?

Yes No

If yes, please explain:

(18) With respect to each of Questions 1 through 17 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm or any Affiliate that could result in the firm or Affiliate being found liable, guilty, or in violation of the matters referenced in Questions 1 through 17 above and/or subject to debarment, suspension, removal, or disqualification by the federal government, any state or local government, or any foreign governmental entity?

Yes No

If yes, please explain and provide the information requested as to such similar items set forth in Questions 1 through 17 above.

AUTHORIZED REPRESENTATIVE:

Under penalty of perjury, I certify that the foregoing information provided in Part A and Part B of this Respondent General Information Form is true and correct, and that I am the authorized representative of the entity to which this form relates:

By: 
Title: President & CEO

Print Name: Matt Rossie
Date: 12/8/2025

Litigation Summary

Webcor, by virtue of its role as a general contractor, is a named defendant and/or cross-defendant in litigation involving construction defects, which relate to its subcontractors' work. These matters are fully-insured, are litigated by the responsible insurance companies, and in no way impact Webcor's ability to perform its work for this project. Please contact us should you require further information.

| PROJECT | CAUSE OF CONTRACT VALUE DIFFERENCE | CAUSE OF COMPLETION DATE DIFFERENCE | DESCRIPTION OF DISPUTES/CLAIMS |
|--|---|--|---|
| THE ZUCKERBERG SAN FRANCISCO GENERAL HOSPITAL & TRAUMA CENTER | Price increase was due to Owner changes related to added scope. | Delay was caused by Owner adding scope and life safety system changes. | There were limited claims/disputes arising out of this project, primarily relating to closeout, which were resolved in the usual course of project completion/final payment. Please do not hesitate to contact us should you require further information. |
| SFPUC BIOSOLIDS DIGGER FACILITIES / WW-647R | N/A - Ongoing | N/A - Ongoing | No claims or disputes have arisen out of this project. Please do not hesitate to contact us should you require further information. |
| SAN FRANCISCO PUBLIC UTILITIES COMMISSION HEADQUARTERS | To achieve LEED Platinum, the commission had to significantly exceed its original budget. Webcor instituted a cost-control program saving the commission roughly \$60 million without sacrificing schedule or quality. Price increase was due to Owner changes paid out of project contingency. | N/A - Project completed ahead of schedule due to Webcor's value engineering. | There were limited claims/disputes arising out of this project, primarily relating to closeout, which were resolved in the usual course of project completion/final payment. Please do not hesitate to contact us should you require further information. |
| MOSCONE CENTER EXPANSION | Owner added new scope throughout the four phases of construction. | N/A - Completed on time | There were limited claims/disputes arising out of this project, primarily relating to closeout, which were resolved in the usual course of project completion/final payment. Please do not hesitate to contact us should you require further information. |
| SFO HARVEY MILK TERMINAL 1 BOARDING AREA B / NO 10010.66 | Webcor negotiated additional scopes to meet the project goals and took on additional nearby scopes. | N/A - Completed on time | There were limited claims/disputes arising out of this project, primarily relating to closeout, which were resolved in the usual course of project completion/final payment. Please do not hesitate to contact us should you require further information. |
| MOSCONE CONVENTION CENTER TENANT IMPROVEMENTS | Price increase was due to Owner changes related to added scope. | N/A - Completed on time | There were limited claims/disputes arising out of this project, primarily relating to closeout, which were resolved in the usual course of project completion/final payment. Please do not hesitate to contact us should you require further information. |

| | | | |
|--|--|--|---|
| SFO INTERNATIONAL TERMINAL CUSTOMER HOSPITALITY BOARDING AREAS A&G / 9350A.66 | Cost increase due to scope additions requested by SFO. | Schedule delay was due to time extensions approved by client due to additions to the scope requested by SFO. | There were limited claims/disputes arising out of this project, primarily relating to closeout, which were resolved in the usual course of project completion/final payment. Please do not hesitate to contact us should you require further information. |
| SFO CONSOLIDATED ADMINISTRATION CAMPUS / 8872A.66 | Price increase was due to the client's addition of a parking lot. | Delay due to the client's addition of a parking lot. | There were limited claims/disputes arising out of this project, primarily relating to closeout, which were resolved in the usual course of project completion/final payment. Please do not hesitate to contact us should you require further information. |
| GRAND HYATT AT SFO / 8768.66 | Price increase due to the progressive design build nature of the project and scope refinement by client. | Delay due to the progressive design build nature of the project and scope refinement by client | There were limited claims/disputes arising out of this project, primarily relating to closeout, which were resolved in the usual course of project completion/final payment. Please do not hesitate to contact us should you require further information. |
| SFO PLOT 2 ROADWAY REALIGNMENT / 10515.71 | Price increase due to scope changes and coordination of airport operations. | Delay due to scope changes and coordination of airport operations. | There were limited claims/disputes arising out of this project, primarily relating to closeout, which were resolved in the usual course of project completion/final payment. Please do not hesitate to contact us should you require further information. |
| SFO INTERNATIONAL TERMINAL BUILDING ROOF UPGRADE / 11813.71 | N/A - Ongoing | Delay due to the Owner putting the project on pause for design for four months. Webcor continued with Precon services during the design pause. | No claims or disputes have arisen out of this project. Please do not hesitate to contact us should you require further information. |
| SALESFORCE TRANSIT CENTER | Price increase due to owner assessment, negotiation, and decision making for exact scope of high speed rail. | Delay due to owner assessment, negotiation, and decision making for exact scope of high speed rail. | This project was performed by a joint venture between Webcor and Obayashi, which initiated a breach of contract claim against the Owner for additional and extended general conditions due to compensable delays in October 2018. Related cross-claims were filed by the Owner. This matter is ongoing. |



C. Evidence to Do Business in California

PICTURED: NEWB EPSILON CAMP • MERCED, CA

Evidence to do Business in California



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: WEBCOR CONSTRUCTION L.P.
Entity No.: 200703400026
Registration Date: 02/02/2007
Entity Type: Limited Partnership - CA
Formed In: CALIFORNIA
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of September 15, 2025.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 368202931

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

Updated

Contractor License

To the right is a copy of Webcor's contractor license issued by the Contractors State License Board (CSLB) demonstrating our license is current and active. Instead of being dated no earlier than 30 days prior to the SOQ due date, it provides proof that our license does not expire until 3/31/2026. The CSLB website also provides further proof that our license is current and active: <https://www.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicenseDetail.aspx?LicNum=1037217>



The image shows the Salesforce Transit Center in San Francisco, California. The building's most prominent feature is its large, curved facade made of white, perforated metal panels. The building is supported by several thick, white, cylindrical columns. In the foreground, a red and white bus is blurred, indicating motion. The background consists of other modern glass skyscrapers under a clear blue sky.

Tab A Design & Construction Work Approach



SALESFORCE TRANSIT CENTER • SAN FRANCISCO, CA

Shaping the Future of San Francisco with Resilient, Purpose-Driven Infrastructure

We appreciate the opportunity to submit our technical proposal in response to your request. We have carefully reviewed the requirements and are confident in our ability to deliver a safe, efficient, and future-ready infrastructure facility that meets and exceeds expectations.

In the following sections, we will address the key topics outlined in the RFP and provide detailed explanations of how we plan to meet each requirement:

A. D&C Work Approach

Our strategy for construction logistics, hazardous material management, permitting, design integration, safety, quality, risk management, and communications.

B. Public Engagement and Inclusivity Approach

Our plan to exceed workforce development goals, engage diverse subcontractors, and strengthen community involvement.

C. Bryant Street Development Interface Approach

Our approach to coordinating with concurrent development partners and managing interface obligations.

D. Initial Schedule & Schedule Narrative

Our critical path schedule and methodology to achieve milestones and meet the Substantial Completion deadline.

Through this structured approach, we will demonstrate how Webcor's proven expertise and collaborative project delivery will achieve the project's goals, minimize risks, and ensure long-term community benefit.

Logistics Approach

Site Mobilization & Temporary Controls

Upon mobilizing to the project site, Webcor will set up temporary fencing around the site and close off the adjoining sidewalks while placing temporary signage to notify the public. The temporary fencing will also include the parking lane on the western side of Hampshire Street to support deliveries into the construction project.

Utility Disconnection & Pre-Demolition Preparations

Prior to demolition beginning, utilities to the existing building will be cut and capped, while temporary utilities, SWPPP, noise and dust mitigations and monitoring would be installed and operational. Once temporary measures are installed, the overhead catenary system cables will be demolished, overhead power lines will be moved underground as part of PG&E's Rule 20 work, and trees will be removed if necessary.

Hazardous Materials Management

During demolition, a subcontractor certified to remove hazardous materials will conduct follow bagging and separate disposal procedures as part of the abatement scope. A Certified Industrial Hygienist will monitor the demolition and removal of materials to ensure compliance with all codes and laws.

Excavation & Naturally Occurring Asbestos

During excavation, it is expected to expose naturally occurring asbestos. As a result, the excavation subcontractor will keep the soil wet during excavation and loading trucks while workers will wear asbestos monitors to ensure they are not exposed to levels above baseline.

Structural Construction & Crane Operations

After excavation is completed, there will be two tower cranes erected to support the structural construction of the new building. Once the structure is complete, one tower crane would be dismantled and the other crane will come down after roofing is completed.

Vertical Access & Hoist Installation

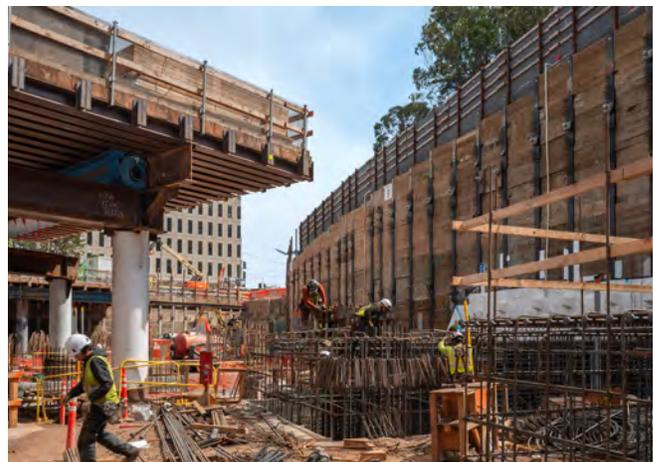
Once the structure is up to Level 3, personnel hoist(s) will be installed to provide vertical access to the workers. If two personnel lifts is used, one will be on the project east side off of Hampshire Street and the second would be on the project south along Mariposa Street. These hoists will be operational until the inside elevators are completed and inspected by the State of California.

Sidewalk Reconstruction & Site Demobilization

While the interiors and exterior doors are being completed, construction of new sidewalks will begin. Once the sidewalks are inspected and approved by the City, the temporary fencing will be removed and the parking lane on Hampshire Street will be returned back to the public.

Streetwork, Traffic, & Neighborhood Coordination

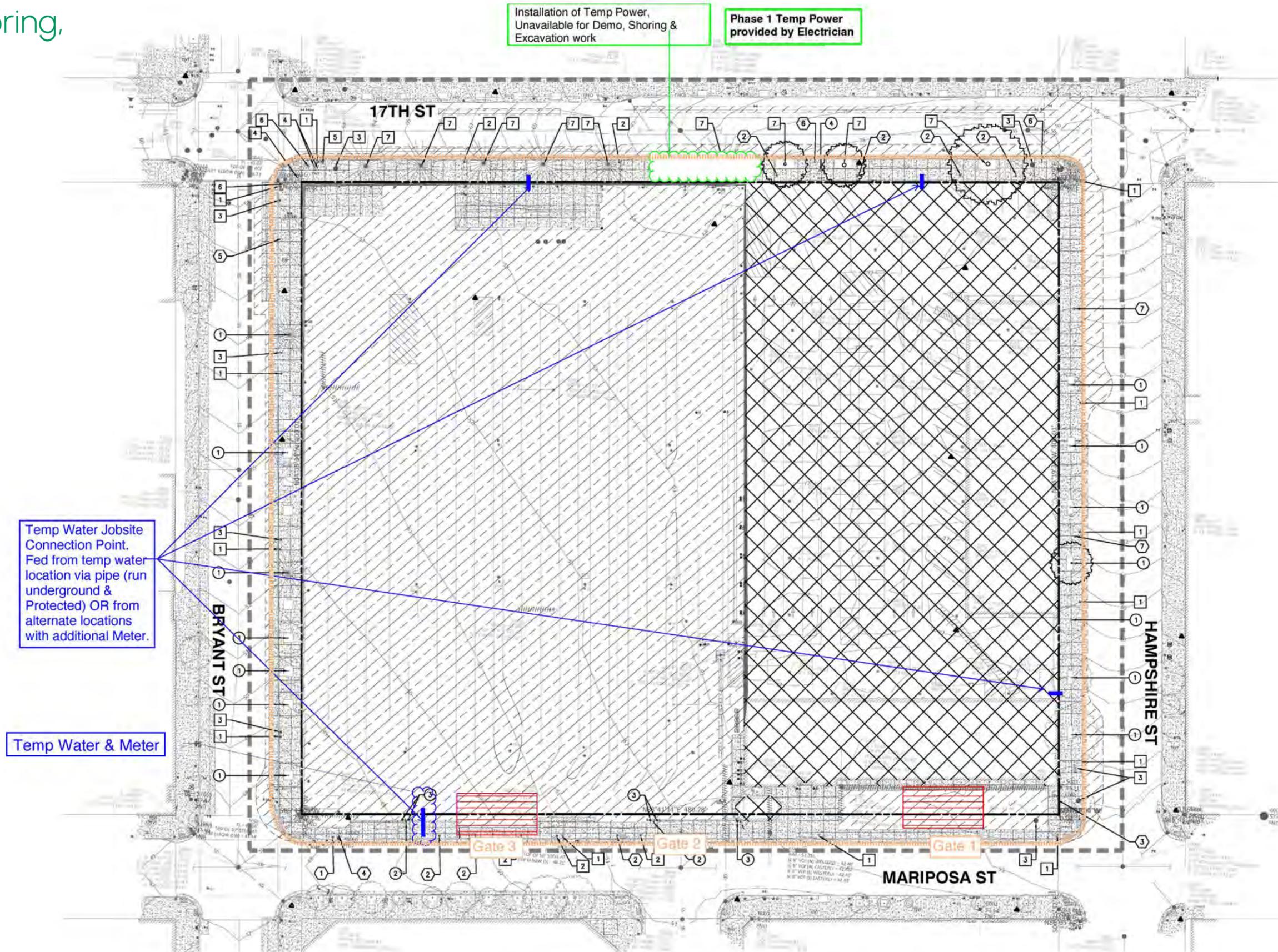
All streetwork will follow City of San Francisco requirements including receipt of permits to occupy street space for any work performed in the streets. This will include engineered street plans for any lane or road closures outlining temporary street signage and lane orientations. Neighbors will be aware of any upcoming street flow modifications early as part of our neighborhood outreach letters and our jobsite website.



UCSF HELEN DILLER HOSPITAL • SAN FRANCISCO, CA

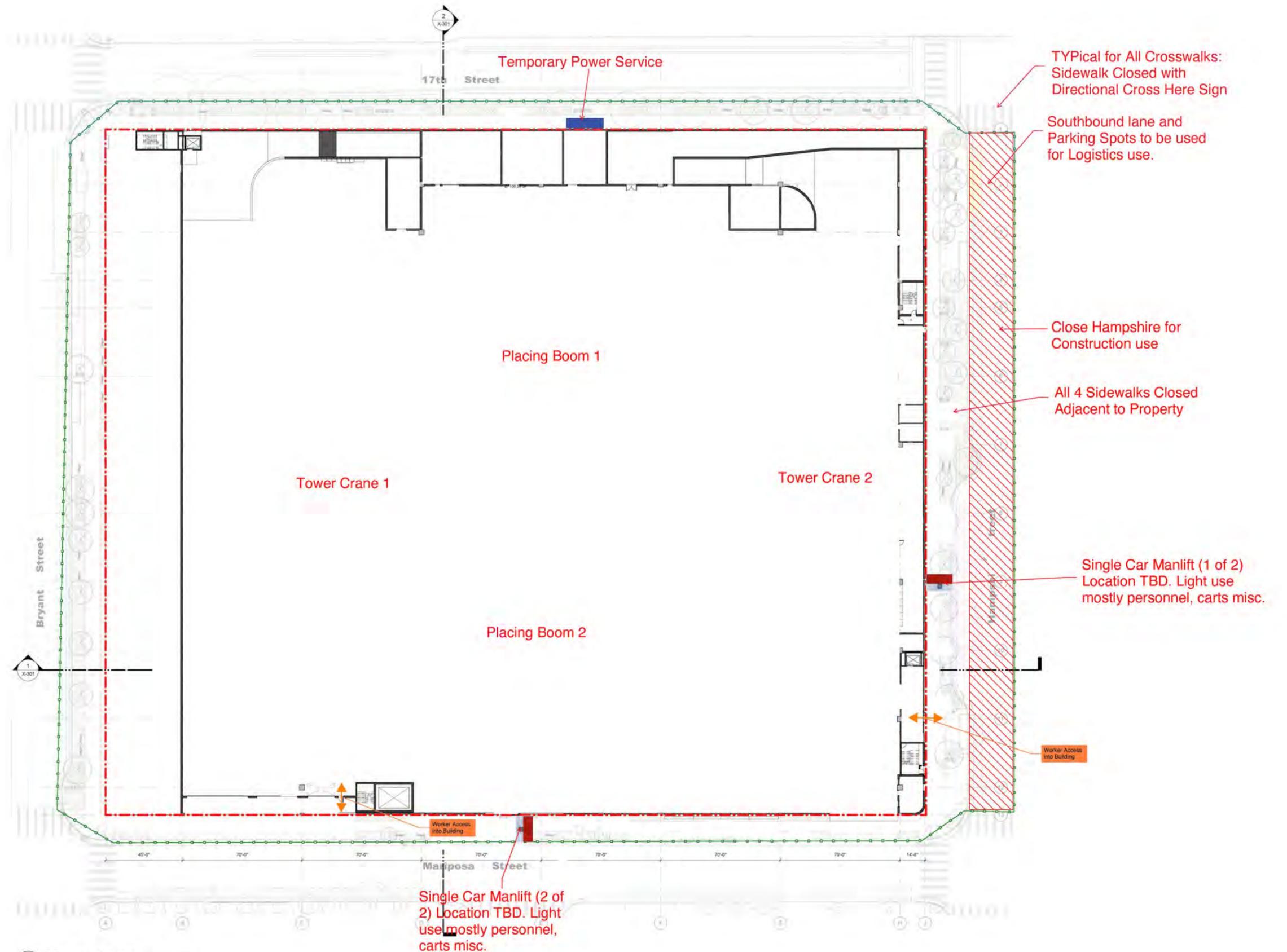
Construction Logistics:

Demolition, Shoring,
& Excavation



Construction Logistics:

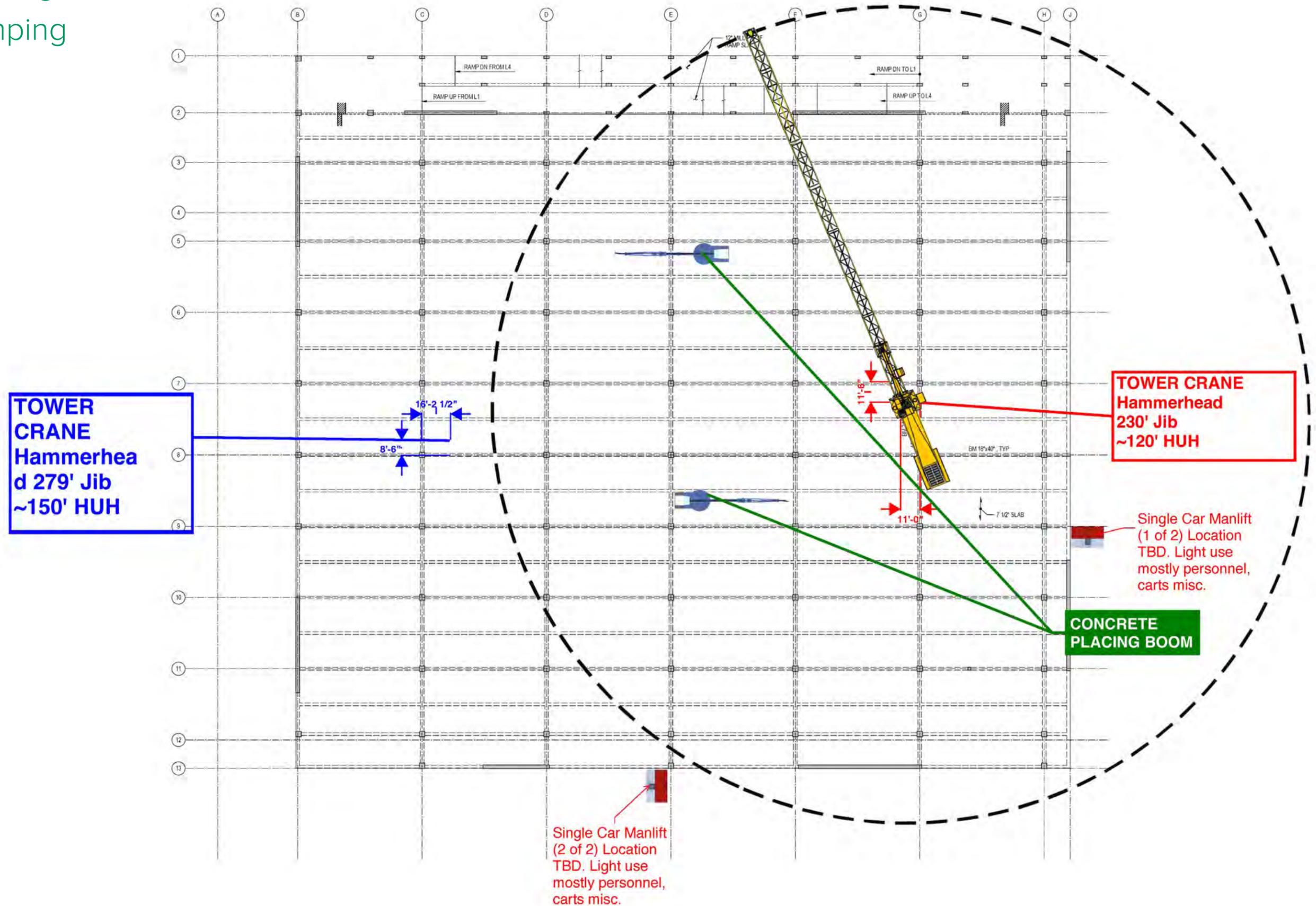
Deliveries Materials & Logistics



1 VE Exercise - Ground Level
Scale: 1" = 20'-0"

Construction Logistics:

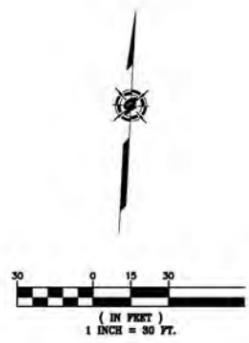
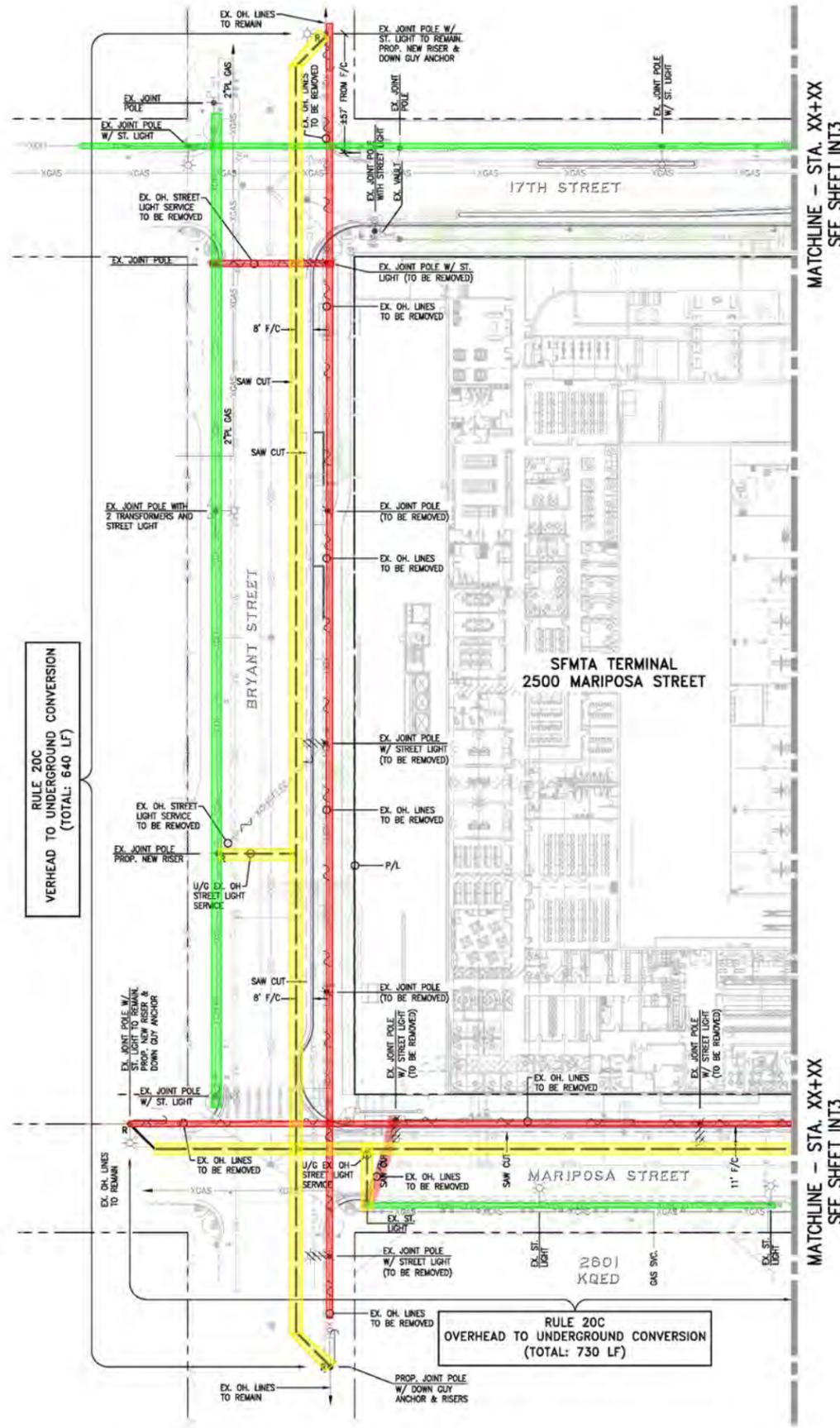
Concrete Pumping Locations



Construction Logistics:

Existing Utility Work & Utilities Relocation

-  Existing Overhead Power Lines to Remain in Place
-  Rule 20 Joint Trench Work
-  Existing Overhead Power Lines to be Removed



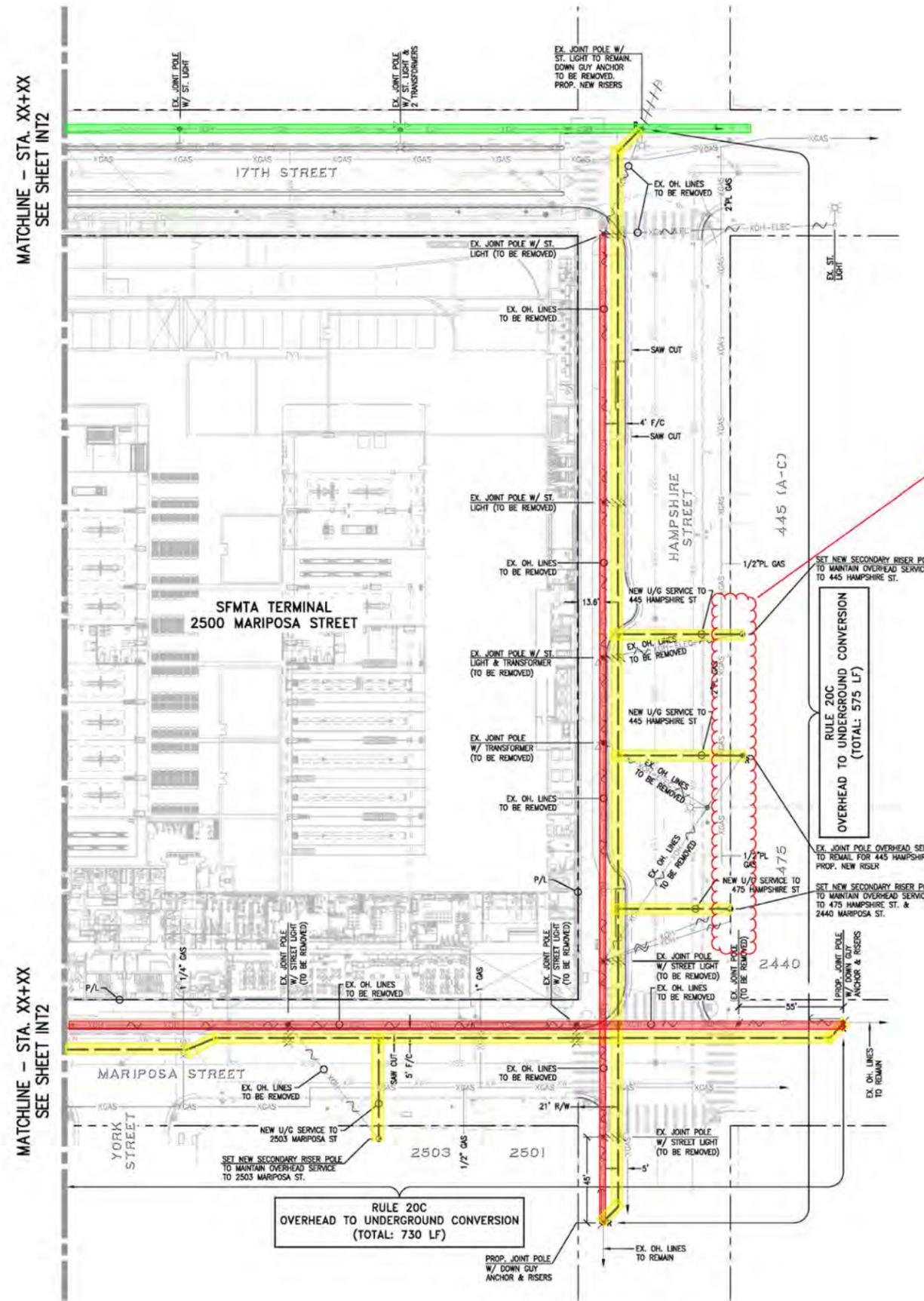
LEGEND

| | |
|---|---------------------------------------|
|  | EXISTING TRENCH OR UTILITIES |
|  | PROPOSED TRENCH (DISTRIBUTION) |
|  | PROPOSED TRENCH (SERVICE) |
|  | PROPOSED STREET LIGHT TRENCH |
|  | PROPOSED JOINT POLE |
|  | PROPOSED DOWN GUY ANCHOR |
|  | EXISTING UTILITY POLE W/ STREET LIGHT |
|  | EXISTING STREET LIGHT |
|  | EXISTING UTILITY SPLICE BOX |
|  | PG&E SKETCH LOCATION NUMBER |
| (F.V.T.) | FULL VEHICULAR TRAFFIC LID |
| (P.S.E.) | PUBLIC SERVICE EASEMENT |
| (P.U.E.) | PUBLIC UTILITY EASEMENT |
| (N.T.S.) | NOT TO SCALE |
| (R/W) | RIGHT OF WAY |
| (U.O.N.) | UNLESS OTHERWISE NOTED |

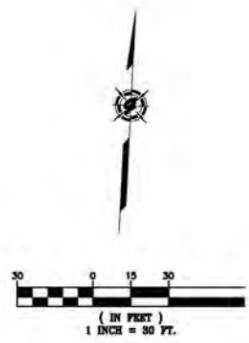
Construction Logistics:

Existing Utility Work & Utilities Relocation

-  Existing Overhead Power Lines to Remain in Place
-  Rule 20 Joint Trench Work
-  Existing Overhead Power Lines to be Removed



These (Typ) are individual residences/business with power coming from poles



| LEGEND | |
|---|---------------------------------------|
|  | EXISTING TRENCH OR UTILITIES |
|  | PROPOSED TRENCH (DISTRIBUTION) |
|  | PROPOSED TRENCH (SERVICE) |
|  | PROPOSED STREET LIGHT TRENCH |
|  | PROPOSED JOINT POLE |
|  | PROPOSED DOWN GUY ANCHOR |
|  | EXISTING UTILITY POLE W/ STREET LIGHT |
|  | EXISTING STREET LIGHT |
|  | EXISTING UTILITY SPLICE BOX |
|  | PG&E SKETCH LOCATION NUMBER |
| (F.V.T.) | FULL VEHICULAR TRAFFIC LID |
| (P.S.E.) | PUBLIC SERVICE EASEMENT |
| (P.U.E.) | PUBLIC UTILITY EASEMENT |
| (N.T.S.) | NOT TO SCALE |
| (R/W) | RIGHT OF WAY |
| (U.O.N.) | UNLESS OTHERWISE NOTED |

Permitting Process & Strategies

Webcor’s permitting strategy is grounded in deep experience navigating complex regulations statewide. We know effective permitting is key to maintaining momentum, mitigating risks, and avoiding costly delays. With decades of transit, infrastructure, and commercial project experience, Webcor engages design teams, consultants, and agencies early to define clear approval pathways.

Early Engagement & Due Diligence

During the preconstruction process, our team will:

-  Review applicable codes, local amendments, and fire life safety regulations.
-  Coordinate closely and proactively with local and state fire marshals.
-  Track unique permit requirements—such as health permits, waste management protocols, and specialty systems.

Permitting Matrix & Critical Path Tracking

A detailed Permitting Matrix will be used to manage the multitude of permits required for the project, and to keep track of critical required building permits. A preliminary list of building permits for the project are as follows:

| SCOPE | AHJS |
|--|------------------------------|
| Demo Permit | SF DBI |
| Grading, Excavation & Utilities Excavation Permit | SF DBI |
| Shoring Permit | SF DBI |
| Altered Site Permit | SF DBI |
| Tower Crane Permit | SF DBI |
| Addendum 2: Foundation and Superstructure Permit | SF DBI |
| Addendum 1: Health | SF DBI/Dept of Public Health |
| Addendum 3: Architectural, MEP, Civil, Landscape & Stormwater Permit | SF DBI |
| Addendum 5: Facade | SF DBI |
| Addendum 7: Generator, Fuel Oil & Piping | SF DBI |
| Addendum 6: Fire Alarm, Elevator Landing & 2-Way Comm | SF DBI / SFFD |
| Addendum 4: Fire Sprinkler & Underground Fire Service | SF DBI / SFFD |
| Addendum 9: Exterior Building Maintenance (roof embeds) | SF DBI |
| Addendum 11: Industrial Process Equipment | SF DBI |
| Addendum 10: Evacuation Sign | SF DBI |
| Traffic Control Permit | SFPW |
| Tree Removal Permit | SFPW / SFPUC |
| Special Traffic Permit - Rule 20 | SFPW / SFPUC |
| Encroachment Permit - Rule 20 | SFPW / SFPUC |
| Deferred Submittals | Reviewing Agency |
| Emergency Response Radio Communications System (ERRCS) | SF DBI / SFFD |

Design Management

Our design management approach is rooted in disciplined processes, seamless collaboration, and a focus on end-user-ready facilities. We create a structured team environment that thoughtfully engages key stakeholders, including SFMTA's management, throughout. By integrating operational insights early, we ensure long-term efficiency, adaptability, and maintainability.

Integration of the End-User

We prioritize an inclusive and proactive design process that aligns architectural and infrastructure strategies with operational needs, integrates input from the end-user to enhance facility management and maintenance.

- » **Early Design Coordination:** Involving the end-user from the start to embed operational, maintenance, and lifecycle needs into the design.
- » **Design Review & Issue Resolution:** Using a structured process to track decisions and align design with long-term operational goals.
- » **Technology-Driven Collaboration:** Leveraging BIM and digital tools to coordinate between designers, builders, and the IFM Provider.
- » **Sequencing & Permitting Strategy: Aligning design milestones with permitting, procurement, and construction schedules to maintain efficiency and ensure timely approvals.**

By syncing design milestones with permitting and procurement, our team streamlines approvals, and keeps projects moving.

This integrated approach aligns design with regulatory requirements and ensures a smooth path from concept to completion.

Regulatory Alignment

The Potrero Yard Modernization Project requires precise alignment between design deliverables, City reviews, and quality oversight. By embedding regulatory compliance and quality assurance into every design milestone, we will maintain schedule certainty, reduce rework, and ensure the facility meets the City's long-term operational goals.

- » **Design Quality Plan (PDQP):** Integrating §1.4.2 requirements to define design review procedures, document controls, and City comment resolution.
- » **Submittal & Proprietary Reviews:** Managing Exhibit 11 and §1.8.5 processes with clear tracking, response logs, and approval sequencing.
- » **Jurisdictional Approvals:** Coordinating with SFDBI, SFFD, PUC, and other AHJs through the Regulatory Approvals Plan (§1.1.6), affirming design approach while minimizing permitting bottlenecks.
- » **Continuous QA/QC Oversight:** Embedding over-the-shoulder reviews, interdisciplinary design checks, and constructability reviews to identify and resolve issues early.

From the outset, our team integrates compliance and future-proofing to deliver complete, verifiable designs that ensure efficient, adaptable, and cost-effective operations.

MANAGEMENT OF TIMELY & INFORMED DECISION MAKING



Set Critical Decision Dates



Align Stakeholder Decisions



Document Clear Records of Each Meeting



Managing Safety

Webcor’s safety record is a point of pride and a direct result of the culture, systems, and care we bring to every project. At Potrero Yard, we will continue our legacy of safety throughout construction and in support of SFMTA’s mission to create a modern, efficient, and sustainable transit hub.

Prioritizing Safety for All— Workers, Public, & Community

Webcor’s safety approach at Potrero Yard Modernization centers on both physical and psychological well-being, shaped by the project’s urban setting and community interface. Our “Speak Up for Safety” culture empowers every worker, partner, and visitor to raise concerns, reinforcing that safety is a shared responsibility.

A cornerstone of this culture is our Clean-as-You-Go program, which began with our self-perform teams and is now standard across all Webcor projects. This practice enhances jobsite safety, builds pride, reduces hazards, and boosts both productivity and morale. We work closely with trade partners to foster trust, proactively identify risks, and ensure consistent safety performance that supports schedule and quality.

Given the site’s location at the nexus of transit operations, neighborhoods, and city streets, we will apply our deep urban construction experience to formulate our logistics planning by using thoughtful phasing and clear communication.

Our logistics planning will integrate thoughtful phasing and clear communication. Site enclosures will prioritize safety, wayfinding, and impact reduction.

Enhancing the Worker Experience

Webcor recognizes that creating a safe, productive, and respectful work environment is critical to attracting and retaining the skilled labor necessary for a project of this scale. Our site setup and logistics prioritize cleanliness, safety, lighting, and efficient crew flow—tailored to support productivity and maintain the integrity of our safety standards.

We launch every project with our Project Checklist, covering winterization, site facilities, waste disposal, work hours, and safety protocols. Well-organized and welcoming team spaces promote collaboration and foster psychological safety, ensuring workers feel valued, heard, and supported.



On the Zuckerberg San Francisco General Hospital & Trauma Center project [above], Webcor achieved a remarkable Lost Time Case Rate of 0.25—an extraordinary feat on an active urban campus.

Achieving LEED Gold

By integrating LEED-driven strategies, Webcor will ensure that the Potrero Yard Modernization Project achieves its sustainability benchmarks, enhancing San Francisco’s transit infrastructure for decades to come. Our expertise in energy-efficient, high-performance construction will position this project as a model for resilient, environmentally responsible transit facilities, balancing innovation, sustainability, and long-term operational efficiency.

Integrating Sustainability into the Potrero Project

Webcor is committed to an integrated design process that prioritizes sustainability, lifecycle efficiency, and environmental responsibility to meet the LEED BD+C v4/4.1 Gold certification for the Potrero Yard Modernization Project. Our approach leverages data-driven decision-making, lifecycle cost assessments, and advanced sustainability strategies to ensure that sustainability measures align with long-term operational efficiency and resilience.

We will integrate high-precision lifecycle cost assessments (LCCA) with design-side energy modeling and construction-side cost estimates to optimize systems selection and deliver quantifiable sustainability benefits.

Minimizing Carbon Impact & Enhancing Resilience

Webcor has delivered over 150 LEED-certified projects. To meet LEED BD+C v4/4.1 Gold requirements on the project, Webcor will implement vetted strategies that prioritize energy efficiency and long-term environmental benefits:

- » **Energy Efficiency:** High-performance MEP systems, renewable energy integration, and passive design to reduce consumption.
- » **Construction Waste Diversion:** Achieving a minimum of 75%+ waste diversion, minimizing landfill impact, and supporting San Francisco’s waste reduction goals.
- » **Water Conservation:** Implementing low-flow fixtures, water reclamation, and stormwater management to reduce potable water use.

WEBCOR SUSTAINABILITY EXPERTISE

20+ YEARS DELIVERING SUSTAINABLE PROJECTS THROUGHOUT CALIFORNIA



Webcor's original Sponsorship of the USGBC (1993)



Cathedral of Christ the Light [Mass Timber] (2007)



California Academy of Sciences (2007)



Founding Partner of Carbon Leadership Forum (2009)



Samsung Semiconductor HQ (2015)



Salesforce Transit Center (2018)



UC Merced 2020 Expansion (2020)



SFO Harvey Milk International Terminal Boarding Area B (2021)



Contra Costa Administration Building Redevelopment (2024)



SUBCONTRACTOR OUTREACH EVENT AT WEBCOR OFFICE • SAN FRANCISCO, CA

Subcontracting & Self-Performance

Webcor will foster collaboration and drive project momentum at Potrero Yard through proactive subcontractor engagement and strategic use of our self-perform craft capabilities. We will engage trade partners early and leverage our in-house expertise to execute critical scopes, ensuring quality delivery and alignment with the City's operational needs and long-term goals.

Subcontractor Management

At the onset of each project, Webcor fosters a collaborative environment that empowers subcontractors to identify potential issues early and apply their expertise to solve challenges before they impact the project. We infuse their insights into constructability, sequencing, and operations, engaging them early to inform design and execution.

Throughout design and preconstruction, we will collaborate in a shared BIM platform and conduct Bluebeam review sessions at key milestones, allowing the team to comment, identify critical path elements, and align plans.

Webcor's vast knowledge of the subcontractor resources, not only in the Bay Area, but beyond, brought the best thinking and skills to the project at the best time and reflected the best value to the owner."

Darryl Roberson, FAIA, Principal, Studios Architecture Foundry Square

Webcor Craft: Key Project Asset

Self-perform work is core to Webcor's identity. Our skilled teams of Carpenters, Laborers, Drywallers, Masons, and Operators specialize in concrete, structural and architectural carpentry, and general labor, critical scopes for complex infrastructure projects like Potrero Yard Modernization.

By leveraging craft labor, we can fill market gaps, control critical path work, and ensure schedule certainty—especially when subcontractor availability is limited. Our teams often lead foundational scopes like structural concrete, formwork, drywall, rough carpentry, and general conditions work, which positively influences the overall project momentum.

In preconstruction, their input sharpens, schedule, and constructability planning, helping define scopes, reduce risk, and support a smooth buyout. At Potrero Yard, this in-house capability strengthens our ability to deliver with consistency and control.



Quality Control & Quality Assurance

Webcor, an ISO 9001 certified company, will approach Quality Assurance and Quality Control (QA/QC) at Potrero Yard with the goal of solving potential issues early, maintaining discipline through every phase, and delivering a finished product that meets the City's high standards for durability, performance, and long-term operations.

Program Validation & Scope Compliance

Webcor will ensure alignment with program requirements and eliminate scope ambiguity by implementing a live tracking tool used in close collaboration with the design team. In collaboration with every project stakeholder, we will confirm that every scope element is properly documented, thoroughly coordinated, and strategically aligned with overall project objectives.

In parallel, Webcor will develop a Jurisdictional Approvals Matrix to provide real time visibility into all required agency approvals. By proactively tracking Conditions of Approval and permitting milestones, this will enable the team to manage regulatory obligations efficiently and reduce risk to the project schedule.

Interdisciplinary Coordination & Design Quality

Following the Design Quality Plan, our team team will drive a comprehensive and tightly integrated design coordination effort, encompassing:

- ✔ Over-the-Shoulder (OTS) Reviews for real-time feedback as design progresses.
- ✔ Constructability Reviews to eliminate conflicts, clarify details, and align documents with construction best practices.
- ✔ Interdisciplinary Design Reviews (IDRs) to identify system conflicts early and resolve them before permit submissions.
- ✔ Sustainable Design Monitoring to ensure systems and materials reinforce long-term operational performance.

Seamless QA/QC Processes

Webcor will assign a dedicated team of QA/QC professionals, led by our experienced QA/QC Program Manager, to support the project from start to finish. The team will establish the Quality Management Program, including documenting the Quality Management System that will set the standard for Design and Construction Quality. This commitment to team continuity ensures seamless transition from design to construction, maintaining clear communication, consistent oversight, and project integrity.

Our teams are constantly looking for more efficient ways to work and share information that benefits every aspect of the project's quality. Many of the tools we use are custom-built to meet the specific needs of the project or client, including project dashboards, carbon tracking tools, 3D logistics plans, BIM coordination, and interactive collaboration platforms. Each tool is designed to improve communication, transparency, and performance from concept to closeout.

Construction Quality Execution

During construction, following the Construction Quality Plan, Webcor will implement a robust Quality-In-Construction (QIC) program incorporating monitoring, inspection, testing, and acceptance protocols for all materials, methods, and workmanship. Our use of web-based inspection software will allow the team to track trends, identify recurring issues by trade or area, and address them proactively.

All quality items will be monitored from discovery through correction and sign-off, ensuring accountability. QC inspectors will have full authority to stop work that does not meet contract requirements, maintaining the integrity of the work throughout. All completed work will be captured in as-built documentation for future reference and maintenance.

Risk Management

Our team approaches risk management as a proactive, continuous process critical to maintaining project momentum, and ensuring a successful delivery. Given the complexity of the Potrero project, early identification and mitigation of risks will be a priority from day one.

Plan to Identify, Manage, & Mitigate Risks

We will lead collaborative efforts to identify, assess, and manage risks throughout the project lifecycle. These efforts include:

- 1 Categorizing Risks by source—design, site conditions, utilities, hazardous materials, community impact, environmental factors, and regulatory processes.
- 2 Prioritizing Risks based on potential impact to schedule, safety, quality, public operations, and community relations.

This structured process ensures that all risks, whether predictable or unforeseen, are recognized early and addressed efficiently.

Risk Register & Management Plan

To keep risk management actionable and transparent, we will maintain a Risk Management Plan. This document will assign each risk to a responsible team member or partner, outline triggers and contingency plans for high-priority risks.

Risks are reviewed weekly during team meetings to ensure continuous visibility and timely updates.

Focused Risk Mitigation Strategies

Our mitigation efforts will focus on the highest-impact risks. We will allocate resources strategically, **engage early with PG&E and SFPUC** to avoid utility conflicts, and sequence work to prevent service disruptions. Hazardous materials will be abated early to reduce environmental and safety risks.

Traffic control will be planned to protect public mobility, and permitting timelines will be built into the project schedule with early agency engagement to avoid critical delays.

Measuring Effectiveness & Continuous Improvement

Each risk will include measurable mitigation actions and criteria to track progress and effectiveness. We will continuously evaluate mitigation strategies, adapting them as needed to respond to changing conditions or new risks.

Through this collaborative and transparent process, our team will ensure that potential risks are identified early, addressed proactively, and monitored closely—preserving project objectives, protecting public safety, and minimizing community impacts.



At the SFO International Terminal Roof Upgrade [above], Webcor is using work plans to align with operations and protect over 80,000 daily travelers. This same safety-focused, precision planning will inform our approach at Potrero Yard, where public mobility and continuous operations are key.



MOSCONE CENTER EXPANSION • SAN FRANCISCO, CA

Risk Identification for Potrero Yard Modernization

| | | | |
|------------------------|--|--|---|
| DESIGN | <p>Design development for site permit and foundation permit</p> | <p>Design development to the SD+ level, as well as stakeholder review and acceptance of design direction, are critical to submitting site permit and foundation permits.</p> | <p>Develop detailed design schedule incorporating milestone activities and review periods while also consistently communicating deadlines</p> |
| | <p>Completion of Site Utility Surveys</p> | <p>Impacts and delays associated with undocumented underground utilities.</p> | <p>Develop a detailed site survey process to help identify unidentified underground utilities including a detailed potholing plan</p> |
| PROJECT MANAGEMENT | <p>Limited Space for Program</p> | <p>Finding room within resized space to accommodate MEP systems, program, and appropriate adjacencies.</p> | <p>Develop process to map out utility disruptions and review MOP steps, develop scenarios in case</p> |
| CONSTRUCTION EXECUTION | <p>Site Utility Completion</p> | <p>Incomplete site utility work may impact onsite construction activities.</p> | <p>Develop detailed Rule 20 schedule and OCS demolition schedule and engage utility owners early in the process and have early buyin on the approach.</p> |



WEBCOR IN THE NEIGHBORHOOD: COMMUNITY IMPACT & INDUSTRY ENGAGEMENT

Public Outreach Efforts

At Webcor, we're proud to build in the neighborhoods we call home. With 52 years of general contracting experience, we understand that strong partnerships rely on more than concrete and steel. They're built through trust, transparency, and open communication. Our relationship with the Potrero Yard Neighborhood Working Group (PYNWG) and the surrounding community reflects this belief.

Building Trust Through Communication

For the Potrero Yard Modernization project, we will prioritize consistent and meaningful communication to ensure alignment between construction activities and neighborhood expectations. By sharing timely, relevant information, we're doing more than modernizing a transit facility, we're helping the community grow in ways that extend far beyond the jobsite.

We will consult with PNC to develop a comprehensive Good Neighbor Plan with an appropriate cadence of newsletters, flyers, website postings, signage, meetings, open houses, and public notices to engage with the local community and the Potrero neighborhood residents well in advance of potentially impactful activities related to the Potrero Yard Modernization Project. In every project, we keep the owner, stakeholders, and the surrounding community informed through the methods listed above, always incorporating our 10-Day Look-Ahead Schedule of critical activities.

Equal in importance with providing information outward, is to also provide a conduit for the Public to provide feedback back to our team. A channel that streams information back inward from the Public to the project. We will provide methods to capture feedback to listen to concerns from the neighborhood.

Keeping Potrero Community Informed & Involved

Our team will coordinate and hold community outreach events at select community locations, as well as reach out to local groups. We will have a strong Good Neighbor Plan. **Sharla Sullivan, Webcor's LBE/Community Outreach Manager**, will leverage her long-standing ties to the San Francisco community and local groups to be one of the faces of the project and lead the communication channels with the neighborhood.

Our plan specifically identifies and works with all parties near the site: residents of the neighborhood; vehicular, pedestrian, and other traffic on bordering streets; and local businesses. Our communications will keep the community updated with the project status, major upcoming milestones, and what effect (if any) it will have on them or the surrounding areas. We will establish a hotline so interested persons can talk to a real person in real time to ask questions and discuss issues. Site personnel will be assigned to the hotline to verify and address any problems that are reported.

The project represents a valuable teaching and experiential education opportunity. We will explore opportunities to offer neighbors and students site tours, to learn about the construction process and see this exciting new community resource taking shape.

Tab B Public Engagement & Inclusivity Approach



LBE Participation

LBE Engagement Leadership

Webcor's overall approach to LBE and Workforce development participation on all of our projects is to optimize the usage of small local business partners on scopes of work that actually foster and propel their success. Our 19 continuous years of providing general contracting services to The City and County of San Francisco have earned us valuable lessons in executing both Small & Local Business, and Workforce Development programs. Success in these initiatives is dependent on the team's commitment to the program, as well as creating new pathways to achieve business subcontracting and workforce hiring goals.

Webcor's Small and Local Business program, led by **Sharla Sullivan, LBE/Community Outreach Manager**, begins with the project budget and diving deep into identifiable scopes of work that can be delivered successfully by Small Local Businesses Enterprises. We are informed by our past project results to quantify scopes where we know we can capture LBE success. This analysis becomes our LBE plan which complements our project's overall buyout plan. To optimize LBE participation, we often subdivide scopes in work packages so smaller firms can participate competitively, at times encouraging partnerships with larger firms.



Local Business Enterprise Success

A strong Outreach program is key to maximizing LBE participation. We ensure potential LBEs are informed early and clearly about upcoming opportunities, giving them time to prepare and respond. We proactively engage a broad network of trade partners, sharing subcontracting opportunities with increased frequency. We achieve this by:

- » Working with various agencies, Community Based Organizations and Special Interest Groups such as Potrero Neighborhood House, CMD, WRMSDC, BuildOUT CA, NAMC, Black and Latinos Builders Association, local chambers of commerce, state unified DBE certification database, and our own BuildingConnected CRM.
- » Hosting outreach events to explain our methodology, project milestones/schedules, prequalification criteria, and provide sources of assistance such as bonding and insurance
- » Proper advertising of opportunities through print, industry publications, social media, websites, and partner supplier diversity organizations
- » Conducting site walks with trades to ensure clarity of scopes of work

Providing LBE Mentorship

Supporting LBE trade partners after onboarding is essential to our approach. We mentor project LBEs by offering guidance, resources, and hands-on support to help them navigate project complexities. This includes:

- » Regular check-in meetings to address questions and provide feedback on schedule, coordination, constructability, resource planning, risks, and current market conditions.
- » Training and education such as safety, construction methodologies, process, quality control, financial management, and necessary forms/paperwork with the City of San Francisco
- » Guidance on project protocols, best practices, and construction regulations
- » Networking opportunities that may help propel their business beyond the current project

Mentor Protégé Program

Webcor is a formal Mentor to our business Protégé, Contigo Communications. Through this vital relationship we aspire to help them grow with business strategies and decisions.



Local Hiring & Workforce Development Success

Webcor's commitment to maximizing local business participation naturally extends to local hiring. Our projects are designed to fuel community development, creating lasting economic and social value for the neighborhoods where we build. We believe the most meaningful impact during construction comes from employing a strong local workforce. Hiring locally generates jobs, keeps financial resources within the community, and fosters a deep sense of pride for residents who live and work in the area.

Webcor is a long-standing advocate of San Francisco's Local and First Source Hiring programs. We are proud partners with the Office of Economic and Workforce Development to support CityBuild Academy's pre-apprenticeship training. As a founding team member and seed investor, Webcor continues to meet with CityBuild leadership to provide feedback and volunteer in educational sessions. We consistently place CityBuild graduates on our projects, regardless of agency or contract requirements.

With the highest share of public sector work in San Francisco, Webcor was invited by City officials to help draft and revise the Mandatory Local Hiring Ordinance, which applies scaled hiring goals to all publicly funded projects over \$400,000. We collaborated with City agencies, unions, and CBOs to align ordinance goals with real-world construction practices.

We also apply First Source Hiring creatively, extending opportunities beyond construction roles. We've hired qualified local workers as office clerks, managers, and interns, creating broader pathways for economic opportunity and deepening our connection with the communities we serve.

Workforce Development in Action

Webcor brings proven success with public works local hire requirements. On the SFPUC Biosolids Digester project, we exceeded hyper-local hiring targets through strong internal leadership and close collaboration with City agencies. We actively engage with CityBuild by attending graduations, leading mock interviews, and preparing cohorts for success on the jobsite.

For SFMTA's Employment Training Program, we will apply this same proactive, collaborative approach. We coordinate early with program leads to identify training roles, define timing and skill needs, and plan onboarding throughout the project. This ensures we meet or exceed hiring goals while creating meaningful opportunities for local workers.

Partnering with Local Schools to Inform about Construction Careers

We provide career sessions, classes, and internships at the high school and college levels to bring awareness of construction and operations careers, including:

- » **ACE Mentor Program**
International after-school mentorship program that engages high schoolers to pursue careers in the ACE industry through hands-on mentorship from industry professionals.
- » **Cristo Rey Work Study Program**
Program provides on the job administrative work experience for students from the Cristo Rey Network of Schools.
- » **John O'Connell High School Tech 21 Program**
Partnership with the school's woodshop program allows direct sponsorship and placement into the carpentry trade.

“The Webcor Team at Mission Rock has made such a difference to Micro LBEs, and we would love to see more prime contractors mimic what this team has done.”

*Tricia Gregory, CEO, HVYWB TRUCKING INC
Mission Rock Horizontal*

Tab C Key Personnel



Team Leadership

Project success begins with seasoned leadership. Each of our key team members bring over 15 years of industry experience leading complex infrastructure projects throughout California. We intentionally selected this team for its collective experience as it relates to the program and planning principles identified in the scope of work. In fact, our project team has all collaborated with one another on numerous complex infrastructure projects. Our team serves as extensions of our clients' staff to ensure that crucial projects, such as the Potrero Yard Modernization project, are efficiently planned, designed, and executed.

| Section 1.1.4 | Name |
|--|------------------|
| Project Director | Joshua Coulter |
| Project Manager | Gordon Gangitano |
| Deputy Project Manager | Erik Biczkow |
| Equity Member's Project Principal | Chris Jauregui |
| Engineer of Record | In Progress |
| Architect of Record | Arcadis |
| Design Manager | David Mulvey |
| Construction Manager | Tom George |
| Quality Program Manager | Evan Sims |
| Project Safety Representative | Kevin Kwit |

Gordon Gangitano



Role Description

As Project Manager, Gordon is responsible for bidding, buyout, subcontract management, project cost control, change order management, client billings, schedule analysis/management, and closeout activities. He participates in the design optimization/value engineering and manages trade partners and vendors to ensure that specific work scopes are bought out optimizing client value. Gordon supports senior management staff as the day-to-day liaison between Webcor, the client, and the design team. He provides direct supervision to assigned Project Engineers and Project Assistants.

Select Experience

SFO Harvey Milk Terminal 1 Boarding Area B

SAN FRANCISCO, CA • SCHEDULING DIRECTOR • \$857M • AVIATION

Ground-up, three-phase reconstruction of a Type I terminal, with each consecutive phase sequentially expanding the Boarding Area. This 572,538 SF project delivered 24 new gates with PBBs, 18 hold rooms, clubs and a central lounge, an international corridor, support spaces, retail, and a new baggage system. Much of the work occurred within the existing operational terminal, impacting active passenger areas while maintaining elevated passenger experience. Delivered alongside another major project in the same terminal, Webcor was in close coordination with the adjacent GC to ensure seamless execution.

SFPUC Biosolids Digester Facilities

SAN FRANCISCO, CA • SCHEDULING DIRECTOR • \$2B • INFRASTRUCTURE

Infrastructure and ground-up construction for the relocation and replacement of the Southeast Water Treatment Plant (SEP), the SFPUC's largest wastewater treatment facility. The \$2B, 400,000 SF new campus is designed to produce higher-quality "Class A" biosolids, effectively capture noise and reduce odors, maximize biogas use and energy recovery, and strengthen seismic and climate change resilience. SFPUC endeavors to create 3,300 local jobs and transform the site into a place of pride for the Bayview-Hunters Point community. The project is targeting LEED certification.

Grand Hyatt at SFO

SAN FRANCISCO, CA • SCHEDULING DIRECTOR • \$233M • AVIATION

Ground-up, Type I concrete four-star airport hotel totaling 272,000 SF, with 215 parking stalls, an AirTrain station, flexible meeting space, full-service and casual restaurants, and a gym. Delivered in multiple phases adjacent to SFO's active airfield and near other GC-led projects, it required tight coordination and phased logistics. Webcor self-performed concrete and drywall. This project is LEED Gold®.

Years in Industry

23

Years with Firm

18

Education

- » **BA, Urban Studies**
San Francisco State University

Certifications

- » OSHA 30
- » First Aid/AED/CPR

Additional Experience

- » Zuckerberg San Francisco General Hospital & Trauma Center
- » Moscone Center Expansion
- » Newark Civic Center
- » Grand Hyatt at SFO
- » American Airlines T1/T2 Relocation at SFO
- » SFO Reach Hospitality
- » SFO Consolidated Administration Campus
- » Facebook Park Tower TI

Erik Biczkow



Years in Industry

14

Years with Firm

14

Education

- » **BS, Civil Engineering**
California Polytechnic State University, San Luis Obispo

Certifications

- » Professional Engineer (PE)

Additional Experience

- » UC Merced 2020 Expansion
- » Uptown Tenderloin Museum
- » Tower Two at One Rincon Hill
- » Cityview Oakland Waterfront Parcel J
- » BlackLine Pleasanton
- » Ace (1951 Shattuck)
- » Four Seasons Private Residences at 706 Mission St.
- » Illumina Campus at Lincoln Center

Role Description

As Deputy Project Manager, Erik supports the Project Manager in overseeing all aspects of project delivery, including coordination of project teams, management of schedules and budgets, and communication with clients and stakeholders. His responsibilities include assisting with the development and implementation of project plans, monitoring progress to ensure alignment with project goals, and facilitating the resolution of issues as they arise. Erik helps maintain project documentation, supports quality and safety initiatives, and ensures effective collaboration among all project participants to achieve successful project outcomes.

Select Experience

Mission Rock

SAN FRANCISCO, CA • SR. PROJECT MANAGER • \$448M • MIXED-USE

Mission Rock is a 28-acre mixed-use development with 315,000 SF of building area for Parcel F, including a 254-unit residential tower (96 affordable units), retail, and stepped terrace design. The project also includes 28 acres of horizontal infrastructure, demolition, excavation, dewatering, site preparation, and landscaping. The development emphasizes sustainability (targeting LEED Gold), community integration, and complex utility and logistics coordination.

Zuckerberg San Francisco General Hospital & Trauma Center

SAN FRANCISCO, CA • PROJECT ENGINEER • \$707.7M • HOSPITAL

Ground-up, Type I concrete and steel hospital and research project valued at \$707.7M. This CMAR, CM-GC, and IPD project totals 442,000 SF across one structure with eight levels above grade plus a mechanical penthouse and two levels below grade. It includes 284 beds, a 40,000 SF emergency room, a 20,000 SF radiology department, 13 operating rooms, and units for intensive care, critical care, neonatal intensive care, forensic services, obstetrics, pediatrics, sterile processing, pharmacy, laboratory, pulmonary function, biomedical, morgue, and autopsy. Webcor self-performed concrete. This project is LEED Gold®.

Diane B. Wilsey Center for Opera

SAN FRANCISCO, CA • PROJECT MANAGER • \$15.7M • CULTURAL

Historic renovation and tenant improvement of a Type I concrete cultural center. The 55,162 SF GMP project spans the fourth floor and basement of the War Memorial Veterans Building, including a flexible theater, performance and rehearsal space, an education studio, public opera archives, galleries, and administrative offices. It consolidates most of the company's operations into one campus. This project is LEED Gold®.

David Mulvey



Role Description

As Design Manager, David serves as the key liaison between Webcor and design teams, orchestrating collaboration among architects, engineers, consultants, and trade partners to deliver cohesive, buildable designs that align with client goals, project standards, and stakeholder expectations. He specializes in constructability reviews, design-assist partner coordination, and phased delivery strategies, ensuring seamless transitions from preconstruction through execution. David's leadership ensures that project solutions are innovative, cost- and schedule-conscious, and compliant with all regulatory and safety requirements, while fostering a culture of inclusion, adaptability, and accountability.

Years in Industry

27

Years with Firm

9

Education

- » **BS, Environmental Planning & Design**
Rutgers University

Certifications

- » AIA
- » DBIA
- » ISA Certified Arborist

Additional Experience

- » UC Santa Barbara San Benito Housing
- » Condemned Inmate Complex
- » Verizon Data Center/Telecom

Select Experience

Salesforce Transit Center

SAN FRANCISCO, CA • DESIGN MANAGER • \$1.5B • TRANSPORTATION/CIVIC

Ground-up, Type I concrete and steel transportation and recreation project totaling 1,162,700 SF with four levels above grade and two below. The largest transit center in the country, it spans four city blocks and includes a four-story steel structure, above-grade bus level, concourse, ground floor, and two below-grade rail levels for future Caltrain and California High Speed Rail. Features a 5.4-acre public rooftop park and an 1,800-foot bus ramp with cable-stay bridge. LEED Gold certified.

UC Merced 2020 Expansion

MERCED, CA • DESIGN MANAGER • \$1.2B • MIXED-USE

Ground-up, Type II–V concrete and steel mixed-use Design-Build/P3 project totaling 1,177,124 SF across 14 structures. The expansion supports a population of 10,000 students and includes academic, research, instructional, student life, health, dining, recreational, and residential facilities (1,700 beds), as well as extensive outdoor and athletic spaces. Webcor self-performed concrete, carpentry, building specialties, doors, frames, and finish hardware. This project is LEED Platinum®.

SFO ITB Roof Upgrade Project

SAN FRANCISCO, CA • DIRECTOR • \$100M • AVIATION/TRANSPORTATION

2,500,000 SF comprehensive effort to restore and fortify the façade against the elements and improve energy performance. Similarities to the LAX Departures Curbside Refresh Project include replacing the roof membrane and waterproofing system at the façade, removing corrosion on exposed exterior steel, and overhauling the façade access system. To ensure public safety, Webcor built pedestrian walkways to maintain access during daytime work, while performing hazardous tasks at night.

Tom George



Years in Industry

41

Years with Firm

26

Education

- » **Construction Management**
Diablo Valley College

Certifications

- » OSHA 30
- » First Aid/CPR
- » Lighthouse Leadership Training
- » Risk Management for Senior Leaders

Additional Experience

- » Genesis Marina
- » Contra Costa County Administration Building
- » Meta at Park Tower
- » Isle House
- » Portico Oakland Waterfront
- » UC Berkeley Housing Project No. 2
- » UCSB San Benito Housing
- » Bay Meadows Stations 1-5
- » BlackLine Pleasanton

Role Description

As Construction Manager, Tom is the highest-level field leader who orchestrates construction field operations. He works with the Project Director, client, and design team to ensure field operations fulfill the overall project goals. Tom organizes, mobilizes, and directs project personnel and coordinates the efforts of trade partners and other organizations involved. He oversees field and public safety, quality, schedule, logistics, and manpower. Tom's complex project experience gives him the tools to identify technical issues early and implement appropriate courses of action for unforeseen challenges in the field.

Select Experience

Moscone Center Expansion

SAN FRANCISCO, CA • SR. CONSTRUCTION MANAGER • \$470M • HOSPITALITY

Type I steel hospitality expansion project with a construction cost of \$470.1 M. This CMAR project involved reconfiguring the convention center's North and South Exhibit Halls to increase exhibition space, resulting in a total expansion area of 350,000 SF, with four levels above grade and one level below grade. The project increased contiguous exhibition space, ballroom, meeting room, retail and support spaces. Webcor self-performed concrete and carpentry. This project is LEED Platinum®.

Mission Rock

SAN FRANCISCO, CA • INTERIORS LEAD • \$448M • MIXED-USE

Mission Rock is a 28-acre mixed-use development with 315,000 SF of building area for Parcel F, including a 254-unit residential tower (96 affordable units), retail, and stepped terrace design. The project also includes 28 acres of horizontal infrastructure, demolition, excavation, dewatering, site preparation, and landscaping. The development emphasizes sustainability (targeting LEED Gold), community integration, and complex utility and logistics coordination.

SFO Consolidated Administration Campus

SAN FRANCISCO, CA • CONSTRUCTION MANAGER • \$81M • AVIATION

Ground-up, Type I steel commercial office totaling 136,000 SF. The CAC brings together administrative and technical departments with direct access to landside, terminal, and airside operations. The project prioritized early stakeholder engagement and structured partnering with SFO to support collaboration. Located near active airport operations, it required careful coordination to avoid disruption. Strong LBE/DBE participation contributed to its success. This project is LEED Gold®.

Evan Sims



Years in Industry

23

Years with Firm

20

Education

» **BS, Manufacturing Engineering**

California Polytechnic State University, San Luis Obispo

Certifications

- » OSHA 30
- » First-Aid/AED/CPR
- » LEED GA
- » NFPA 70 E Arc Flash
- » Hazwoper 40
- » Lead Awareness

Additional Experience

- » The Zuckerberg San Francisco General Hospital & Trauma Center
- » Genesis Marina
- » UC Berkeley Lawrence Berkeley National Lab Buildings
- » Moscone Center Expansion
- » SFMOMA Expansion
- » Mission Rock

Role Description

As Quality Program Manager, Evan is responsible for developing and maintaining project-specific Quality Control (QA/QC) plans. He oversees inspections and testing to ensure compliance with project requirements and applicable codes, coordinates quality activities across teams, and manages corrective actions for non-conforming work. Evan leads quality meetings, provides training on quality processes, and maintains documentation to support successful project delivery.

Select Experience

SFO International Terminal Customer Hospitality Boarding Areas A&G

SAN FRANCISCO, CA • SR. SUPERINTENDENT • \$32.6M • AVIATION

Ground-Up, Type I aviation project with a construction cost of \$32.6 M.

This Design-Build project totals 43,005 SF throughout one structure. The interim project involved a fast-track strategic refresh of pre-security food courts (ten concessionaires) and five public concourse areas in Boarding Areas A and G, entailing ceiling, lighting, and furnishing improvements in the food court areas as well as new seating, planting, and convenience power in the concourse areas.

UC San Francisco Wayne and Gladys Valley Center for Vision

SAN FRANCISCO, CA • SR. SUPERINTENDENT • \$186.6M • HEALTH/SCIENCE

Ground-up, Type I concrete mixed-use project totaling 347,500 SF with a 12-level tower, five-level south wing, and three-level north wing with a rooftop garden. The OSHPD Level 3 facility houses academic research, administrative space, clinics, teaching laboratories, and meeting facilities. LEED Gold certified. Designed by SmithGroupJJR, the center integrates research, clinical, and educational functions for vision sciences, including the Koret Vision Clinics and Proctor Foundation Clinics, and features patient-centered design and advanced ophthalmology services.

SFPUC Biosolids Digester

SAN FRANCISCO, CA • SR. SUPERINTENDENT • \$2B • INFRASTRUCTURE

Infrastructure and ground-up construction for the relocation and replacement of the Southeast Water Treatment Plant (SEP), the SFPUC's largest wastewater treatment facility, which treats 80% of San Francisco's sewage and stormwater flows. The \$1.4B, 400,000 SF new campus is designed to produce higher-quality "Class A" biosolids, effectively capture noise and reduce odors, maximize biogas use and energy recovery, and strengthen seismic and climate change resilience.

Kevin Kwit



Years in Industry

16

Years with Firm

10

Certifications

- » OSHA 500
- » Identifying & Ctrl. Elec. Hazards
- » Fall Prot. Reg.
- » Elec. Safe Work Practices
- » Confined Space Aware
- » OCIP Risk Mgmt.
- » Supv. Trng. Drug & Alcohol
- » Substance Abuse Trng
- » Crosby Rigging/Trainer Course
- » First-Aid/CPR

Additional Experience

- » Contra Costa County Administration Building ADR
- » OAK T1 Restroom Upgrade
- » Reno ConRAC
- » UC Merced Expansion
- » Facebook at Park Tower
- » Oakland Parcel J
- » SJSU Spartan Athletics Center
- » Portico Oakland Waterfront

Role Description

As Project Safety Representative, Kevin will provide day-to-day safety support to leadership and operating teams to ensure a consistent and effective approach on the project. This includes developing and enforcing corporate safety and health policies, reviewing site-specific safety plans, conducting regular safety meetings and job site inspections, investigating incidents and managing corrective actions, and training and mentoring Site Safety Managers, project staff, and trade partners. Kevin will play a critical role in the preconstruction process by pre-planning and assessing possible risks and challenges. His commitment to safety initiatives reduces risk and raises safety awareness.

Select Experience

SFPUC Biosolids Digester

SAN FRANCISCO, CA • SR. SAFETY MANAGER • \$2B • INFRASTRUCTURE

Infrastructure and ground-up construction for the relocation and replacement of the Southeast Water Treatment Plant (SEP), the SFPUC's largest wastewater treatment facility, which treats 80% of San Francisco's sewage and stormwater flows. The \$2 B, 400,000 SF new campus is designed to produce higher-quality "Class A" biosolids, effectively capture noise and reduce odors, maximize biogas use and energy recovery, and strengthen seismic and climate change resilience..

Newark Civic Center

NEWARK, CA • SR. SAFETY MANAGER • \$75 M • CIVIC

Ground-up, type II-B steel commercial project with a construction cost of \$75 M. This design-build project totals 204,505 SF. This project transforms an existing administration building into a revitalized city hall featuring an administration tower upgrade, library expansion, and state-of-the-art police building addition. The new police building consolidates all station operations to a single facility. The project also added a new public plaza/multi-function community event space. Webcor self-performed concrete, drywall, and carpentry. This project is LEED Silver®.

Moscone Center Expansion

SAN FRANCISCO, CA • SR. SAFETY MANAGER • \$470M • HOSPITALITY

Type I steel hospitality expansion project with a construction cost of \$470 M. This CMAR project involved reconfiguring the convention center's North and South Exhibit Halls to increase exhibition space, resulting in a total expansion area of 350,000 SF, with four levels above grade and one level below grade. The project increased contiguous exhibition space, ballroom, retail and support spaces. Webcor self-performed concrete and carpentry. This project is LEED Platinum®.



Tab D
~~Initial Schedule &~~
Schedule Narrative

Schedule Narrative

Webcor approaches the Potrero Yard Modernization project with a proven, disciplined scheduling methodology that blends precision tools with people-driven planning. Using Oracle Primavera P6 and the Critical Path Method, Webcor has developed a schedule that is constructible to Substantial Completion but also agile enough to adapt to the complexities of a high-profile project. The schedule represents an intricately thought out approach, our understanding of the project scope and technical requirements.

Project Approach

The project begins with deliverables leading up to financial close. With financing in place, design development advances to support key permit applications, ensuring regulatory approvals are aligned with the construction timeline. Concurrently, coordination with SFMTA proceeds to vacate the site, clearing transit infrastructure and enabling access for make ready work. Utilities investigation work commences immediately following NTP 1.

Once the site is accessible, make-ready activities commence. Key mobilization work includes soil profiling to inform foundation design, along with offsite work such as Rule 20 utility undergrounding and relocation of the Overhead Contact System (OCS), which prepares the surrounding infrastructure for construction. During this time, temporary utilities will be made available to minimize mobilizations for offsite interfaces.

Following completion of make-ready work and necessary permits, abatement and demolition begin, removing hazardous materials and existing structures to clear the site for new development. Construction progresses through substructure and superstructure phases, establishing the building's foundation and vertical framework. As the structure tops out, efforts shift toward enclosing the building to achieve a water-tight condition, allowing interior systems work to proceed.

With the building water tight, permanent power is brought online and systems start-up begins, initiating commissioning of mechanical, electrical, and life safety systems. The project concludes with final inspections, securing occupancy approvals and confirming compliance with all regulatory and code requirements.

The overall duration spans just short of 4 years between NTP 2 and Substantial Completion, with early phases focused on permit packages, site investigations and utility relocations. Substantial Completion is forecasted for June 5, 2030. Construction sequencing is optimized to maintain access and safety for the surrounding community.

Key Permit Workflows

Permitting and agency approvals have been incorporated into the project schedule to reflect the timelines required for on-time completion. Permit durations were established based on input from the project's permitting consultant and have been logically sequenced as predecessors to the respective tasks they govern. In addition to DBI permits and associated addendums, the schedule includes key permits from BAAQMD, Tower Crane operations, Tree Removal, and special traffic control, as these are critical drivers of project progress.

PG&E

Key PG&E-related scopes include Rule 20 undergrounding of overhead electrical lines and installation of a permanent power feed from the Potrero Power Station.

Completion of Rule 20 is a prerequisite for the demolition of the existing tower and the installation of shoring systems, due to associated electrical hazards. This work is scheduled to commence following Notice to Proceed 2 (NTP 2) and must be completed prior to demolition activities.

To support the electrical demands of the new Potrero Yard, a permanent power feed will be installed from the Potrero Power Station. This scope will run concurrently with onsite construction and will terminate at electrical vaults located along 17th Street. Once the new feed is energized, it will enable issuance of the electrical green tag required for start-up and commissioning activities.

Schedule Work Breakdown Structure

The schedule is organized into five major lifecycle phases, which are identified as:

1. Contracting & Conditions Precedence
2. Design & Permitting
3. Procurement
4. Make Ready
5. Construction

Webcor's Schedule Management: What Sets Us Apart

Webcor's planning is rooted in communication, proactive coordination and continuous intelligence gathering. From day one, our team prioritizes stakeholder alignment, interdisciplinary collaboration, and early decision-making. What distinguishes Webcor is our ability to turn the schedule into a dynamic tool that drives project success, identifies risks, not just tracks it.

Key elements of our planning approach include:

EARLY ENGAGEMENT & KICKOFF

Webcor conducts key subcontractor coordination meetings to establish workflows, define milestones, identify constraints and align on project goals. These sessions are typically held in colocation environments to foster real-time collaboration and establish participation from the people responsible for building the project.

INTEGRATED WORKFLOWS

We implement logistics strategies, submittals and permit roadmaps early in the process. This forward planning process supports early identification of long lead items, permit challenges and market drive procurement risks. These workflows are designed to support efficiency and ensure seamless transitions between project stages.

LEAN SCHEDULING PRACTICES

Webcor incorporates pull planning and daily stand-ups to maintain short-interval control. This multi-lens approach ensures that critical milestones are monitored and work is calibrated to stay on course.

CONSTRUCTABILITY & QUALITY ASSURANCE

Our team is constantly reviewing our schedule to ensure alignment with design progression and subcontractor feedback. This is to ensure that the schedule is aligned and our planned approach is realistic, achievable and most importantly predictable.

MANAGEMENT OF CHANGES

Webcor understands change is a reality in construction based on unplanned occurrences. Our agile scheduling framework identifies the origin of changes, evaluates potential impacts and proposes actionable solutions. This ensures stakeholders are informed and empowered to make timely decisions.

TRANSPARENCY & OWNERSHIP

We believe in a "project schedule, not Webcor's schedule." This mindset fosters shared accountability and keeps all parties aligned on progress and priorities to achieve Substantial Completion and delivery the product to our client.

Conclusion

Webcor's schedule is more than a timeline, it's a strategic framework for project success. Through communication, continuous planning and stakeholder engagement, Webcor aims to deliver the Potrero Yard Modernization project on time and without defects or injury. The schedule reflects a commitment to excellence, adaptability and respect for the project's civic significance.

2. Basis Of Estimate

2.1. Estimate Methodology

The cost estimate has been developed using the following:

- a. Subcontractor Pricing – Competitively bid by specialty contractors for each Work Package (please refer to Section 2.4 for list of Work Packages)
- b. Webcor Internal Estimating

2.2. Information Used

The following key information has been used to develop the scope of this cost estimate:

- a. Exhibit 18 SFMTA Technical Requirements dated 10/31/2025
- b. Arcadis VE Drawings dated 10/10/2025
- c. MKA VE Drawings dated 08/25/2025
- d. Façade VE Mark Ups dated 10/22/2025

Please reference the attached Exhibit A for a full list of documents used.

2.3. Work Breakdown Structure

The estimate is organized and presented in MasterFormat. A presentation in an alternate WBS is available on request.

2.4. Specialty Contractor Work Breakdown Structure

The table below provides the current Work Package breakdown and method of estimating:

| Work Package # | Description | Estimating Method |
|-----------------------|------------------------|--------------------------|
| WP-01 | Demolition & Abatement | Subcontractor Bids |
| WP-03 | Shoring & Dewatering | Subcontractor Bids |
| WP-04 | Structural Concrete | Subcontractor Bids |
| WP-04.1 | Rebar | Subcontractor Bids |

| Work Package # | Description | Estimating Method |
|-----------------------|---|--|
| WP-04.2 | Viscous Dampers | Subcontractor Bids |
| WP-04.3 | Tower Cranes | Subcontractor Bids |
| WP-07 | Unit Masonry | Subcontractor Bids |
| WP-09 | Misc Metals, Custom Stairs, Railing, Metal Decking | Internally Estimated w/ Subcontractor Input |
| WP-10 | Pre-Engineered Metal Stairs | Subcontractor Bids |
| WP-13 | Carpentry Services (Millwork, DFH, Specialties, Interior Glazing, Overhead Coiling Doors) | Subcontractor Bids |
| WP-16 | Interior & Exterior Framing, Drywall, Insulation | Subcontractor Bids |
| WP-18 | Below Grade Waterproofing | Subcontractor Bids |
| WP-19 | Above Grade Waterproofing & Pavers | Subcontractor Bids |
| WP-20 | Caulking & Joint Sealants | Internally Estimated |
| WP-21 | Smoke Curtains | Internally Estimated |
| WP-22 | Curtain Wall Systems & Exterior Metal Panels | Subcontractor Bids |
| WP-26 | Sheet Metal Flashing & Trim, Louvers & Vents | Internally Estimated |
| WP-32 | ACT & Specialty Ceilings | Subcontractor Bids |
| WP-33 | Carpet, Resilient Flooring, Polished Concrete | Subcontractor Bids |
| WP-35 | Tiling | Subcontractor Bids |
| WP-37 | Painting & Wall Coverings | Subcontractor Bids |
| WP-39 | Signage / Environmental Graphics | Subcontractor Bids |
| WP-42 | Window Treatments & Interior Blinds | Internally Estimated |
| WP-43 | Loading Dock Equipment | REMOVED |
| WP-44 | Parking Control Equipment | Internally Estimated |
| WP-45 | Operable Partitions | Subcontractor Bids |
| WP-46 | Building Façade Maintenance Equipment | Subcontractor Bids |
| WP-50 | Vehicle Maintenance Systems & Equipment | Subcontractor Bids |
| WP-51 | Appliances | Internally Estimated |
| WP-52 | Elevators | Subcontractor Bids |
| WP-53 | Fire Suppression | Subcontractor Bids |

| Work Package # | Description | Estimating Method |
|----------------|---|-------------------------|
| WP-54 | Plumbing | Subcontractor Bids |
| WP-56 | HVAC & Controls | Subcontractor Bids |
| WP-57 | Electrical & Low Voltage | Subcontractor Bids |
| WP-58 | Trash Chutes & Compactors | Subcontractor Bids |
| WP-59 | Mass Excavation & Filling | Subcontractor Bids |
| WP-60 | Asphalt Paving, Paving Specialties & Striping | Subcontractor Bids |
| WP-62 | Streetscape Improvements (Site Concrete & Pavers) | Subcontractor Bids |
| WP-66 | Landscaping & Irrigation | Subcontractor Bids |
| WP-67 | Fencing | Subcontractor Bids |
| WP-71 | Wet Utilities | Subcontractor Bids |
| WP-72 | Dry Utilities | Subcontractor Bids |
| WP-74 | Final Cleaning | Internally Estimated |
| WP-76 | Green Wall | DELETED PER ACCEPTED VE |
| WP-77 | Existing Garage Move Out | Subcontractor Bids |

Note: All Work Package estimates include escalation.

2.5. Allowances

a) **Utility Work** – At this time the following utility scope is assumed to be an allowance.

- i. Undergrounding Existing PG&E Powerline
- ii. New PG&E Service
- iii. New Outside OCS Work

b) **New Inside OCS Work exclusive of Interior OCS Work related to design & engineering**

2.6. GCs/GRs/Preconstruction

Includes:

- a) GC preconstruction staffing
- b) GC construction phase staffing and associated temporary office

- c) Personnel hoists and operators.
- d) Field labor
- e) Dumpsters
- f) Forklifts and telehandlers
- g) Fencing and security
- h) Winterization and weather protection
- i) Utility use fees

2.7. Design Contingency

- a) Pre Permit (4.46%): For design development to the point of securing permits
- b) Post Permit (During Construction) (2.00%): For design development during the construction phase. Excludes significant changes to program and schedule.
- c) All design contingency excludes client initiated changes.

2.8. Contractors Contingency

For GC's construction operational risks and unforeseen work (eg. overtime, trade damage, additional protection, procurement scope gaps).

2.9. Permits and AHJ Fees

Includes:

- a) Permit and Plan Check Fees
- b) Road Closure Permits
- c) BAAQMD Permits
- d) Encroachment Permit

2.10. Arcadis Design Fees

AOR Design Services and associated Subconsultants

2.11. 3rd Party Consultants & Peer Reviews

Includes Professional Services direct to Design Builder (e.g. Geotech, Peer Reviews, MMRP Consultant, SWPPP Consultant, SBE Consultant)

2.12. Testing and Inspection Fees

Includes code required special inspections and material testing

2.13. Insurances & Bonds

Includes variety of insurances and securities including the following:

- a) Subcontractor Default Insurance
- b) CCIP
- c) Difference In Coverage (DIC)
- d) Builder's Risk Insurance
- e) CPPI
- f) Payment & Performance Bond
- g) Parent Company Guarantee

2.14. SF GRT

City of San Francisco tax applicable for all construction work.

SFMTA Potrero Bus Yard
MasterFormat Summary

2/17/2026
Fixed Final Price R2

Date: 02/17/2026

| | | | | | |
|-------|-------|---|-----------|--------------------|-------------------------------------|
| A.1 | | Division 01 - General Conditions | \$ | 6,440,955 | |
| A.2 | | Division 02 - Existing Conditions | \$ | 5,031,250 | |
| A.3 | | Division 03 - Concrete | \$ | 87,298,504 | |
| A.4 | | Division 04 - Masonry | \$ | 7,687,178 | |
| A.5 | | Division 05 - Metals | \$ | 22,141,640 | |
| A.6 | | Division 06 - Woods, Plastics, Composites | \$ | 1,284,934 | |
| A.7 | | Division 07 - Thermal & Moisture Protection | \$ | 16,595,104 | |
| A.8 | | Division 08 - Openings | \$ | 12,186,521 | |
| A.9 | | Division 09 - Finishes | \$ | 15,397,306 | |
| A.10 | | Division 10 - Specialties | \$ | 9,514,557 | |
| A.11 | | Division 11 - Equipment | \$ | 12,111,378 | |
| A.12 | | Division 12 - Furnishings | \$ | 683,256 | |
| A.13 | | Division 14 - Conveying Equipment | \$ | 10,339,866 | |
| A.14 | | Division 21 - Fire Suppression | \$ | 7,204,650 | |
| A.15 | | Division 22 - Plumbing | \$ | 25,497,816 | |
| A.16 | | Division 23 - HVAC | \$ | 19,807,024 | |
| A.17 | | Division 26 - Electrical | \$ | 46,093,366 | |
| A.18 | | Division 27 - Communications | \$ | 26,364,787 | |
| A.19 | | Division 28 - Fire Alarm & Security | \$ | 8,541,074 | |
| A.20 | | Division 31 - Earthwork | \$ | 18,236,174 | |
| A.21 | | Division 32 - Exterior Improvements | \$ | 2,735,378 | |
| A.22 | | Division 33 - Utilities | \$ | 7,929,080 | |
| A.23 | | Sub-total (0) | \$ | 369,121,797 | |
| B.1 | | FF&E Allowance | | By Plenary | |
| B.2 | | IT Allowance | | By Plenary | |
| B.3 | | Undergrounding Existing PG&E Powerline Allowance | \$ | 2,624,044 | |
| B.4 | | New PG&E Service Allowance | \$ | 13,869,877 | |
| B.5 | | New Outside OCS Work Allowance | \$ | 8,040,000 | |
| B.5.1 | | Remove Outside OCS Demo from Allowance / Carried in WP-72 | | Included Above | |
| B.6 | | New Inside OCS Work Allowance | \$ | 18,000,000 | |
| B.6.1 | | WP-09 Misc Metals: Move OCS Channel Support from Allowance | | Included in Direct | |
| B.7 | | SBE Risk | \$ | 205,000 | |
| C | | GCs/GRs | \$ | 60,117,393 | |
| D | | Sub-total (1) | \$ | 475,453,189 | |
| E | 4.45% | Design Contingency - Pre Permit | \$ | 16,378,428 | See 'Pre-Permit Contingency' Matrix |
| F | 2.00% | Design Contingency - Post Permit | \$ | 7,382,436 | On A Only |
| G | 2.70% | Contractor's Contingency | \$ | 11,589,458 | On A & C |
| H | | Sub-total (2) | \$ | 507,328,433 | |
| J | | Permit and AHJ Fees | \$ | 4,676,896 | |
| K | | Arcadis Design Fees | \$ | 30,803,488 | |
| L | | 3rd Party Consultants & Peer Reviews | \$ | 3,929,390 | |
| M | | Testing and Inspection Fees | \$ | 1,615,998 | |
| N | 5.68% | Design Services Contingency | \$ | 2,328,558 | On J, K, L, M |
| P | | Sub-total (3) | \$ | 550,682,763 | |
| Q | 1.30% | SDI on Subcontractors | \$ | 5,354,189 | On A & B |
| R | | SDI Adjustment for Self Perform | \$ | (437,691) | |
| S | | Sub-total (4) | \$ | 555,599,262 | |
| T | 5.50% | DB Fee | \$ | 33,775,885 | On AE |
| U | | Sub-total (5) | \$ | 589,375,147 | |
| V | 1.72% | CCIP/DIC | \$ | 8,743,153 | On H |
| W | 0.58% | DIC | \$ | 3,561,821 | On AE |
| X | 0.64% | Builder's Risk | \$ | 3,929,822 | On H |
| Y | 0.21% | CPPI | \$ | 1,065,390 | On H |
| Z | | Sub-total (6) | \$ | 606,675,332 | |
| AA | 0.55% | P&P Bond | \$ | 3,377,589 | On AE |
| AB | 0.35% | Parent Guarantee | \$ | 2,149,375 | On AE |
| AC | | Sub-total (7) | \$ | 612,202,295 | |
| AD | 0.31% | SF GRT | \$ | 1,903,732 | On AE |
| AE | | GRAND TOTAL (1) | \$ | 614,107,000 | |

Negotiated Deduct: \$ (2,000,000)

\$ 612,107,000

February 2026

Open-Ended Performance Plan for SBE Compliance (OEPP)

Potrero Yard Modernization Project:
Bus Infrastructure Facility



SUBMITTED BY:



WEBCOR **contigo.** IRML

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Executive Summary

The Potrero Yard Modernization Project (“Project”) is an effort of the San Francisco Municipal Transportation Agency (“SFMTA”) to redevelop its aging Potrero Yard facility by constructing a state-of-the-art bus facility. The Project is structured as a Public-Private Partnership (“P3”), with the Potrero Neighborhood Collective (“PNC”) as the Lead Developer (“LD”). PNC is a consortium led by Plenary Americas US Holdings Inc. (“Plenary”), the sole equity member of the group.

The Project is divided into two segments – the Bus Yard Component (“BYC”) and the Housing and Commercial Component (HCC). This document only relates to the BYC only. A separate inclusionary document will be developed for the Housing and Commercial Component by others.

This document (Open-Ended Performance Plan or “OEPP”) describes the specific SBE goals for the BYC, details how the LD and the Design-Builder (Webcor Builders) plan to meet those goals, and documents how successful they are in executing this plan. The OEPP is intended to be a living document and will be updated quarterly.

SBE Goals and Current Performance

To comply with the Federal regulations (Code of Federal Regulations 49 CFR Part 26) and the SBE program established by the SFMTA, PNC developed an SBE Plan in conjunction with the SFMTA’s Contract Compliance Office (“CCO”). The SBE Plan details the LD’s commitments to SBE contracting as follows:

| Project Portion | SBE Participation Goal (% of total cost) |
|--------------------------------|---|
| Design & Professional Services | 25% |
| Construction | 20% |

The current figures for SBE participation, as of February 18, 2026, are given below. Prior to execution of Prime Contract between LD and DB, SBE Participation values are \$0/0%. Details of SBE commitments can be seen in Appendix B.

| Project Portion | Current SBE Participation (% of total cost) |
|--------------------------------|--|
| Design & Professional Services | 0% |
| Construction | 0% |

Definitions

| | |
|---------------------------------|--|
| BYC: | Bus Yard Component, the portion of the Potrero Yard Modernization project that constructs a state-of-the-art operational and maintenance facility for the bus fleet of the San Francisco Municipal Transit Authority (“SFMTA”). |
| CCO: | SFMTA’s Contract Compliance Office, whose mission is to create a level playing field on which Small Business Enterprises (SBEs) can compete fairly for contracts and subcontracts. |
| Construction: | The Construction portion of the Project refers to all activities to physically build the BYC. |
| Design-Builder: | The Design-Builder is hired by the Lead Developer to finalize the design and carry out construction of the Project. The Design-Builder for the Project is Webcor Builders, CA License #1037217 A, B, C-8, C-9. |
| Design & Professional Services: | The Design & Professional Services portion of the Project refers to the non-construction activities necessary to carry out completion of the BYC. This includes various design, engineering, consulting, and professional services. |
| LD: | The Lead Developer is an organization responsible for managing all aspects of design, construction, and management for the Project. PNC is the Lead Developer for the Potrero Yard Modernization Project |
| Project: | The Project refers to the Potrero Yard Modernization Project. |
| PNC: | Potrero Neighborhood Collective, LLC (“PNC”) is the Lead Developer for the Project. PNC is a consortium led by Plenary Americas US Holdings Inc., its sole equity member. It also includes affordable-housing developers, design firms, construction-management firms, and communications consultants. |
| P3: | A Public-Private Partnership (“P3”) is a collaboration between government agencies and private companies to develop public projects. The Project is a P3 structure with PNC operating with funding coming from the City of San Francisco, the Federal government, and private sources. |
| SBE: | Small Business Enterprises are businesses whose revenues are below a certain threshold. For the Project, businesses are qualified as SBE’s by the certification from California Department of General Services or by San Francisco Contract Monitoring Division. |
| SBE Plan: | The SBE Plan is a document negotiated by CCO and PNC to describe the LD’s commitment to SBE contracting for the Project, as well as the standards, penalties, and procedures that govern that commitment. |

SBE Plan

Background

In 2017, the SFMTA launched the Building Progress Program, a \$1.2 billion multi-year effort, to repair, renovate, and modernize aging SFMTA facilities. Potrero Yard is the first site that the SFMTA will modernize and renovate under the Building Progress Program. PNC was selected as the Lead Developer under a P3 structure in which PNC will be responsible for design finalization, building, and financing of the Project over a 30-year term for the BYC.

The Potrero Yard Modernization Project is the first of its kind both nationally and for the City and County of San Francisco. The Project will construct a state-of-the-art bus facility that will serve as an operational and maintenance hub, and will enable the SFMTA to expand the bus fleet capacity at the yard by over 50%, which will improve efficiency for ground transportation citywide.

PNC and the Design-Builder are committed to maintaining a small-business supplier base throughout the entirety of the Project while also providing SFMTA optimal design, construction, and ongoing asset management. The SFMTA’s goal is to create a level playing field on which SBEs can compete fairly for contracts and subcontracts relating to its construction, procurement and professional services activities in accordance with the federal regulations found within 49 CFR Part 26.

PNC worked with CCO to develop an SBE Plan document to specify the SBE goals for the BYC and lay out the regulations that govern those goals. This SBE Plan is intended to guide the buying decisions of the LD, BYC Design-Builder, and lower tier subcontractors and suppliers in support of SBE utilization.

SBE Goals

The SBE Plan developed by CCO and PNC specified the following SBE Goals for the BYC portion of the Project, differentiated by for design and professional services versus construction:

| Portion | SBE Participation Goal (% of total cost) |
|--------------------------------|---|
| Design & Professional Services | 25% |
| Construction | 20% |

Figures for SBE Participation include all awards made to SBE contractors, subcontractors, consultants, subconsultants, vendors, or suppliers. Percentages are calculated as the cumulative total of SBE awards divided by the total cost of the project, including direct and indirect costs* for the Construction portion.

* See Appendix C for details of indirect costs that cannot be subcontracted.

SBE Qualification

To qualify as an SBE, a business must have one of the following:

- SBE certification from California Department of General Services (CADGS)
- LBE certification from San Francisco Contract Monitoring Division (SFCMD)
- Small Business Verification Form approved by SFMTA CCO

In addition, for businesses to qualify as an SBE, their total average gross revenue thresholds for the past five years must not exceed the small business size standard determined by the Small Business Administration for its relevant NAICS industry category (see Appendix A). In addition, the average annual gross receipts of the business (including its affiliates) over the previous three fiscal years must also be below \$30.72 million.

SBE Set-Asides

As part of the SBE Plan, CCO and PNC agreed that certain scopes of work would be reserved for SBE (sub)contractors at certain minimum percentages. Details of the set-asides are given below, along with dollar-amount estimates based on work packages of the Design-Builder:

| Construction Categories | Clarifications | Set-aside % | Set-aside \$ (estimated) |
|--------------------------------|---|---------------|--------------------------|
| Structural Concrete Contractor | | 10% | \$9,297,127 |
| Site Concrete within Sidewalks | | 10% | \$148,685 |
| Earthwork & Paving | Includes subbase and paving scopes. Excludes shoring, dewatering and mass excavation. | 100% | \$857,333 |
| Drywall (Framing and Hanging) | | 30% | \$918,428 |
| Electrical | | 10% | \$8,291,955 |
| Drywall Insulation/Acoustical | | 100% | \$1,533,008 |
| Landscape | Trees, import soil and soil testing, irrigation. Does not include hardscape or site furnishings | 100% | \$360,566 |
| Traffic Control | Includes principal pedestrian control of the walking public during construction and traffic control of trucks (Hauling Export& Import) entering & exiting the Site Traffic Control during Utility Tie-ins with Power, Water, Sewer, Joint Trench. | 100% | TBD* |
| Trucking and Hauling | Includes off-haul of on-site soil only. | 75% | \$1,350,804 |
| Construction Clean-up | Office cleaning and interior final clean. | 100% | \$500,000 |
| | | Total: | \$23,257,906† |

* The Traffic Control category does not map clearly to work packages of the Design-Builder, so no definite estimate can be given at this time

† Set-aside \$ (estimated) total represents 6% of the direct budgeted cost and 4% of the total cost for the Construction portion of the Project

Implementation Plan

In alignment with the SBE goals identified above, the Design-Builder has established an implementation plan to promote the inclusion and participation of small businesses within the Project's supplier base. This plan represents a good faith effort to meet the goals developed by PNC and CCO. These efforts will be spearheaded by the Design-Builder SBE Liaison, Contigo Communications in partnership with IRML Consulting, as consultants to Webcor Builders.

The core elements of the good faith implementation plan overseen by the Design-Builder and Design-Builder's SBE Liaison are as follows:

- Publicizing contracting opportunities to SBEs via digital and print channels
- Partnering with local trade groups and small business organizations to publicize contracting opportunities
- Direct outreach to potential SBE contractor candidates as identified through searches of CADGS and SFCMD databases using NAISC codes as a filter
- Public workshops to publicize anticipated contracting opportunities for the Project among SBE contractor communities. These workshops will be held at least once annually
- Aiding with prequalification by confirming SBE certification
- Tracking SBE subcontracts to confirm inclusion of nondiscrimination/contracts assurance language is in all subcontract agreements
- Conducting and documenting good faith efforts for SBE participation in order to meet the SBE Goals
- Liaising with CCO
- Liaising with Lead Developer SBE Liaison to coordinate efforts, meet requirements, and document good faith efforts to meet SBE goals
- Updating, on a quarterly basis, the overall OEPP to indicate completed, present and forecasted work packages to be performed by SBEs.

Lead Developer SBE Liaisons

In addition to the Design-Builders SBE Liaison, the LD also has two SBE Liaisons whose role is to oversee adherence to the SBE Plan, maintain accountability, and promote transparency. PNC has identified Rosales Business Partners LLC and Yerba Buena Advisors LLC as the LD SBE Liaisons. The Design-Builder's SBE Liaisons (Contigo Communications and IRML Consulting) will support efforts of the LD SBE Liaisons as appropriate to foster a strong relationship with the local business community.

The LD SBE Liaison is responsible for the following:

- Conducting SBE outreach efforts to notify the SBE community of the Project, including holding a public workshop
- Monitoring SBE participation and performance of a Commercially Useful Function (CUF)
- Ensuring that SBEs have the correct SBE certification for work performed
- Reporting SBE participation to the City
- Confirming that all Design-Builder solicitation documents include information about SBE participation, including specific requirements to be responsive
- Supporting SBEs by implementing small business assistance training and educational activities
- Confirming good faith efforts for SBE participation conducted by Design-Builder
- Providing confirmation of the results of SBE responsiveness of bids/proposals to the CCO
- Receiving concerns from SBEs and guiding SBEs to address concerns with Design-Builder
- Confirming nondiscrimination in subcontracting
- Requiring clear selection procedures and criteria when the LD or Design-Builder hold competitive procurements, and certifying any competitive procurement selection process

Open-Ended Performance Plan (OEPP)

The OEPP is a quarterly-updated document that verifies the Design-Builder's commitment to meet SBE goals with details of anticipated subcontracting opportunities. It has been prepared by the Design-Builder's SBE Liaison with the cooperation of the Design-Builder and LD.

Assessment

To achieve the SBE goals laid out by the SBE Plan document, we began by breaking down the direct budgeted costs for the BYC (for which SBE subcontracting is possible) into work packages, each with a budget, timeframe for contracting, and timeframe for work completed. Although these work packages are sometimes distributed into more than one contract, they are discrete categories with a granularity workable for the purpose of this endeavor.

There were 41 such work packages for the Design & Professional Services portion of the Project, and 41 such packages for the Construction portion. For 29 of the work packages in the Design & Professional Services portion, contractors have already been identified or contracts have been awarded, with a SBE participation rate of 25% in those scopes.

None of the work packages for the Construction portion have been awarded to date; therefore, an educated assessment was made regarding the percentage of the direct cost budget for each package that could reasonably be expected to be allocated to SBEs. We first evaluated each work package to understand how each was likely a SBE was to be contracted (Tier 1 vs. Tier 2) and identified the relevant NAICS codes for each package (see Appendix A).

We relied on two methods for the assessment. First, we referred to past experience of the Design-Builder to understand the relevant contractor/supplier landscape for each work package. Second, we performed database searches on CADGS* and SFCMD†, sorted by the identified NAICS codes and/or work scope, to find potential SBEs appropriate to each work package. We combined the SBE search results with the experience-based assessment to come up with a reasonable prediction of what percentage of each work package budget would go to SBEs. Both approaches provided a starting point of how many SBEs were likely to bid for that package. We will continue to refine these predictions by conducting targeted outreach to SBEs found in our database searches as contract opportunities are advertised°.

* <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

† <https://sfcitypartner.sfgov.org/pages/LBESearch/supplier-search.aspx>

° Prequalification is required to bid as a prime-tier contractor only. Subcontracting opportunities at Tier 2 and below do not require prequalification. Prequalification is open year-round to any businesses wishing to bid as a prime. There is no specific deadline to prequalify and prequalification sessions offering technical assistance will take place to assist SBE firms with the process.

Outreach

To achieve the desired SBE goals, Webcor Builders and its SBE Liaison have begun an outreach campaign to identify, contact, and contract with suitable SBE partners. This has included preparing outreach materials, assembling lists from SBE databases, and sorting those lists by suitable work packages. We held an SBE Interest meeting, launched an online SBE Bid Interest database through BuildingConnected, and held a SBE Matchmaker event to help connect SBEs with contracting opportunities and to help them get prequalified.

In addition, we plan to conduct outreach through the following channels:

- Hold a minimum of 1 annual outreach event in conjunction with LD Liaison
- Pre-bid meetings targeted by work packages
- Prequalification sessions with SBEs to inform and prepare them to meet the standards needed for contracts of this size
- Partnering with local labor and small business Community Benefit Organizations to amplify our message and reach SBEs who might not otherwise be reached
- Interest Meetings to address questions about Webcor procurement process
- Public bid advertisements in print & digital channels with 30-day advertising length
- Partnering with local Community Benefit Organizations to publicize contracting opportunities to SBEs
- Give 15-day advance notification to CCO before posting work package contracting opportunities
- Targeted phone-banking as needed to identify qualified SBEs
- Proactive communication to target SBEs about pre-qualification requirements and use of the BuildingConnected bid submission system
- Match-making for prime-tier contractors and lower-tier subcontractors
 - o Create interested bidder lists based on outreach to small/local/disadvantaged businesses (organized by work package) to be utilized in the prime/sub match-making process
- Supplying non-SBE Prime Contractors with targeted lists of SBEs who are prequalified and appropriate for that work package

To document this outreach and verify good faith efforts, the SBE Liaison will document all outreach to and contact with SBE firms. These outreach logs will include a chart of work packages, firms contacted, SBE status, and why bid was/wasn't awarded to that firm, and record of all emails sent and received. These logs and related communications documents will be regularly submitted to CCO along with a narrative of good faith efforts.

Data Tables for SBE Goals

The following tables give detailed breakdowns of all direct cost work packages, using the table structure described in the SBE Plan document. Details of individual SBE contracts for the Project – including business name, certification type, contracting tier, and dollar figures – are given in Appendix B.

TABLE 1: 25% SBE Goal for the Design and Professional Services Portion

| Anticipated SBE Work Activity / Scope of Work | Anticipated Timeframe for Subcontract Execution | Anticipated Timeframe of Work | Estimated Dollar Value for SBE Participation | Anticipated SBE % |
|---|---|-------------------------------|--|-------------------|
| Civil Engineering | Q2 2026 | Q1 2026 - Q3 2030 | \$104,250 | 22% |
| Landscape | Q2 2026 | Q1 2026 - Q3 2030 | \$0 | 0% |
| Architectural | Q2 2026 | Q1 2026 - Q3 2030 | \$6,250,000 | 25% |
| Structural Engineering | Q2 2026 | Q1 2026 - Q3 2030 | \$700,070 | 25% |
| MEP Peer Review | Q2 2026 | Q1 2026 - Q3 2030 | \$0 | 0% |
| Fire Protection Peer Review | Q2 2026 | Q1 2026 - Q3 2030 | \$0 | 0% |
| Building Enclosure | Q2 2026 | Q1 2026 - Q3 2030 | \$221,000 | 100% |
| Acoustics | Q2 2026 | Q1 2026 - Q3 2030 | \$0 | 0% |
| Sustainability | Q2 2026 | Q1 2026 - Q3 2030 | \$0 | 0% |
| Code (Fire Life Safety) | Q2 2026 | Q1 2026 - Q3 2030 | \$0 | 0% |
| Code (Accessibility) | Q2 2026 | Q1 2026 - Q3 2030 | \$0 | 0% |
| Specifications | Q2 2026 | Q1 2026 - Q3 2030 | \$260,135 | 100% |
| Trash Management | Q2 2026 | Q1 2026 - Q3 2030 | \$0 | 0% |
| Façade Maintenance | Q2 2026 | Q1 2026 - Q3 2030 | \$0 | 0% |
| Elevator | Q2 2026 | Q1 2026 - Q3 2030 | \$48,000 | 100% |
| Wind | Q2 2026 | Q1 2026 - Q3 2030 | \$0 | 0% |
| Door Hardware | Q2 2026 | Q1 2026 - Q3 2030 | \$0 | 0% |
| Accessibility Design Peer Review Consulting | Q2 2026 | Q1 2026 - Q3 2027 | \$24,200 | 100% |
| Building Enclosure Peer Review Consulting | Q2 2026 | Q1 2026 - Q3 2027 | \$17,002 | 20% |
| Code and FLS Peer Reviews | Q2 2026 | Q1 2026 - Q3 2027 | \$0 | 0% |
| Permitting Consulting | Q2 2026 | Q1 2026 - Q3 2029 | \$105,000 | 50% |
| Cathodic Protection Engineering | Q2 2026 | Q1 2026 - Q3 2027 | \$22,000 | 100% |
| SBE Liaison Consulting | Q2 2026 | Q1 2026 - Q3 2030 | \$400,000 | 100% |

TABLE 1: 25% SBE Goal for the Design and Professional Services Portion

| Anticipated SBE Work Activity / Scope of Work | Anticipated Timeframe for Subcontract Execution | Anticipated Timeframe of Work | Estimated Dollar Value for SBE Participation | Anticipated SBE % |
|--|---|-------------------------------|--|-------------------|
| Certified Industrial Hygienist Consulting | Q2 2026 | Q1 2026 - Q3 2027 | \$0 | 0% |
| Geotechnical Investigation Consulting | Q2 2026 | Q1 2026 - Q3 2027 | \$340,372 | 25% |
| MMRP Consulting | Q2 2026 | Q1 2026 - Q3 2030 | \$193,696 | 15% |
| Indoor Air Quality Testing Consulting | Q2 2026 | Q1 2026 - Q3 2030 | \$9,000 | 20% |
| Commissioning | Q2 2026 | Q1 2026 - Q3 2030 | \$143,980 | 57.5% |
| Special Inspection and Materials Testing Consulting | Q2 2026 | Q1 2026 - Q3 2029 | \$404,000 | 25% |
| Shoring and Dewatering Engineering | Q2 2026 | Q4 2026 - Q4 2027 | \$45,313 | 25% |
| Miscellaneous Metals, Railings and Catwalks - Design & Professional Services | Q1 2027 | Q4 2026 - Q3 2029 | \$125,000 | 25% |
| Pre-engineered Metal Stair Engineering | Q1 2027 | Q3 2026 - Q2 2029 | \$25,000 | 25% |
| Interior Cold Form Metal Framing Engineering | Q2 2026 | Q3 2026 - Q1 2030 | \$12,500 | 25% |
| Curtain Wall System and Exterior Metal Panel Engineering | Q2 2026 | Q3 2026 - Q3 2029 | \$113,750 | 25% |
| Signage & Environmental Graphics - Design & Professional Services | Q1 2027 | Q2 2026 - Q1 2030 | \$75,000 | 25% |
| Vehicle Maintenance Systems and Equipment - Design & Professional Services | Q2 2026 | Q3 2026 - Q1 2030 | \$114,329 | 25% |
| Elevators - Design & Professional Services | Q1 2027 | Q3 2026 - Q2 2030 | \$50,000 | 25% |
| Fire Suppression Systems - Design & Professional Services | Q2 2026 | Q2 2026 - Q2 2030 | \$8,750 | 25% |
| Plumbing Systems - Design & Professional Services | Q2 2026 | Q2 2026 - Q2 2030 | \$122,197 | 25% |
| HVAC & Control Systems - Design & Professional Services | Q2 2026 | Q2 2026 - Q2 2030 | \$150,000 | 25% |
| Electrical & Low Voltage Systems - Design & Professional Services | Q2 2026 | Q2 2026 - Q2 2030 | \$574,102 | 25% |
| Total: | | | \$10,658,645 | 25% |

The budget for the Construction portion contains direct costs (scopes which can be subcontracted) as well as indirect costs, for which SBE participation is not possible. For more information on indirect costs, see Appendix C.

The table below shows all direct cost work scopes for the Construction portion. Indirect costs are not listed as line items in this table. At the end of the table, anticipated SBE% figures are given proportional to the direct cost budget, the indirect cost budget, and the combined direct and indirect cost budget.

TABLE 2: 20% SBE Goal for the Construction Portion

| Anticipated SBE Work Activity / Scope of Work | Anticipated Timeframe for Subcontract Execution | Anticipated Timeframe of Work | Estimated Dollar Value for SBE Participation | Anticipated SBE % |
|--|---|-------------------------------|--|-------------------|
| Demolition & Abatement | Q2 2026 | Q4 2026 - Q3 2027 | \$1,006,250 | 20% |
| Shoring & Dewatering* | Q2 2026 | Q1 - Q4 2027 | \$1,236,073 | 20% |
| Structural Concrete† | Q2 2026 | Q3 2027 - Q2 2028 | \$11,156,552 | 12% |
| CMU (Unit Masonry) | Q1 2027 | Q1 - Q3 2029 | \$1,921,795 | 25% |
| Misc. Metals and Railings and Gantries* | Q1 2027 | Q1 - Q3 2029 | \$4,356,431 | 20% |
| Pre-engineered Metal Stairs* | Q1 2027 | Q1 - Q2 2029 | \$299,897 | 20% |
| Carpentry Services | Q2 2026 | Q3 2029 - Q1 2030 | \$1,616,270 | 12% |
| Interior & Exterior Framing, Drywall, Plaster*# | Q2 2026 | Q1 2029 - Q1 2030 | \$2,451,436 | 25% |
| Below Grade Waterproofing | Q1 2027 | Q3 2027 - Q1 2028 | \$655,542 | 20% |
| Above Grade Waterproofing, Roofing, Terrace Pavers | Q1 2027 | Q3 2028 - Q3 2029 | \$411,303 | 20% |
| Smoke Curtains | Q2-Q3 2027 | Q1 - Q2 2030 | \$9,900 | 5% |
| Curtain Wall Systems & Exterior Metal Panels* | Q2 2026 | Q3 2028 - Q3 2029 | \$3,248,194 | 20% |
| Architectural Sheet Metal & Flashings | Q1 2027 | Q3 2028 - Q2 2029 | \$260,417 | 20% |
| ACT & Specialty Ceilings | Q2-Q3 2027 | Q2 - Q4 2029 | \$169,173 | 20% |
| Flooring & Polished Concrete | Q2-Q3 2027 | Q2 - Q4 2029 | \$177,167 | 20% |

† 10% set-aside for Structural Concrete Contractor

* Excluding engineering and design & professional services activity for this scope of work

100% set-aside for Drywall Insulation (16% of work package budget). 30% set-aside for Drywall Framing and Hanging (31% of work package budget)

TABLE 2: 20% SBE Goal for the Construction Portion

| Anticipated SBE Work Activity / Scope of Work | Anticipated Timeframe for Subcontract Execution | Anticipated Timeframe of Work | Estimated Dollar Value for SBE Participation | Anticipated SBE % |
|--|--|--------------------------------------|---|--------------------------|
| Tiling | Q2-Q3 2027 | Q2 - Q4 2029 | \$174,139 | 20% |
| Painting & Wall Covering; Caulking & Sealants | Q2-Q3 2027 | Q2 2029 - Q1 2030 | \$824,205 | 20% |
| Signage/ Environmental Graphics* | Q1 2027 | Q1 2029 - Q1 2030 | \$494,314 | 20% |
| Window Treatments | Q2-Q3 2027 | Q3 2029 - Q1 2030 | \$33,800 | 20% |
| Parking Control Equipment | Q2-Q3 2027 | Q3 2029 - Q1 2030 | \$0 | 0% |
| Operable Partitions | Q2-Q3 2027 | Q4 2029 - Q1 2030 | \$29,034 | 20% |
| Vehicle Maintenance Systems & Equipment* | Q2 2026 | Q2 2029 - Q1 2030 | \$19,340,969 | 75% |
| Appliances | Q2-Q3 2027 | Q3 2029 - Q1 2030 | \$87,498 | 50% |
| Elevators* | Q1 2027 | Q2 2029- Q2 2030 | \$22,705 | 1% |
| Fire Suppression* | Q2 2026 | Q1 2029 - Q2 2030 | \$1,440,930 | 20% |
| Plumbing* | Q2 2026 | Q1 2029 - Q2 2030 | \$3,770,927 | 20% |
| HVAC & Controls* | Q2 2026 | Q1 2029 - Q2 2030 | \$3,961,405 | 20% |
| Electrical & Low Voltage*† | Q2 2026 | Q1 2029 - Q2 2030 | \$9,950,346 | 12% |
| Trash Chutes & Compactors | Q1 2027 | Q4 2029 - Q1 2030 | \$39,232 | 25% |
| Mass Excavation & Fill# | Q2 2026 | Q1 - Q3 2027 | \$3,392,019 | 28% |
| Asphalt Paving ^Δ | Q2-Q3 2027 | Q2 2029 - Q1 2030 | \$857,333 | 100% |
| Street Improvements [•] | Q2-Q3 2027 | Q2 2029 - Q1 2030 | \$178,422 | 12% |
| Landscaping & Irrigation [°] ; Fences | Q2-Q3 2027 | Q2 2029 - Q1 2030 | \$513,353 | 100% |
| Wet Utilities | Q2 2026 | Q4 2026 - Q1 2027 | \$395,996 | 20% |
| Dry Utilities | Q2 2026 | Q3 - Q4 2029 | \$1,189,820 | 20% |
| Final Clean [♦] | Q3 2026 | Q3 2026 - Q4 2030 | \$500,000 | 100% |
| Move-out Scope | Q2 2026 | Q2 - Q3 2026 | \$0 | 0% |

* Excluding engineering and design & professional services activity for this scope of work

† 10% set-aside for Electrical

75% set-aside for Trucking (15% of work package budget)

Δ 100% set-aside for Paving

• 10% set-aside for Construction within Sidewalks

° 100% set-aside for Landscaping (70% of work package budget)

♦ 100% set-aside for Construction Clean-up

TABLE 2: 20% SBE Goal for the Construction Portion

| Anticipated SBE Work Activity / Scope of Work | Anticipated Timeframe for Subcontract Execution | Anticipated Timeframe of Work | Estimated Dollar Value for SBE Participation | Anticipated SBE % |
|--|--|--------------------------------------|---|--------------------------|
| General Requirements | Q3 2026 - Q4 2030 | Q3 2026 - Q4 2030 | \$2,438,455 | 20% |
| New PG&E Service (allowance) | Q3 2027 | Q2 2028 - Q2 2029 | \$2,475,540 | 17% |
| Outside OCS (allowance) | Q1 2028 | Q1-Q4 2029 | \$1,462,000 | 17% |
| Inside OCS (allowance) | Q1 2027 | Q1 2028 - Q4 2030 | \$2,142,000 | 17% |
| Direct Costs Total: | | | \$84,690,840 | 20% |
| Indirect Costs* Total: | | | \$30,126,381 | 20% |
| Direct + Indirect Costs Total: | | | \$114,817,221 | 20% |

* Indirect Costs are part of the Construction portion. DB will use Good Faith Efforts to maximize SBE participation in Indirect Cost line items, particularly Contingencies, in order to achieve the Construction SBE Goal. See Appendix C for more information.

Appendices

A. NAICS Codes

B. Predicted vs. Actual SBE Participation

Appendix A: NAICS Codes

The North American Industry Classification System (NAICS) is a Federal standard used to categorize business establishments. It is used by SBE databases (CUCP, CADGS, SFCMD) to sort certified businesses, and we use it to identify SBEs that are appropriate contracting candidates.

NAISC codes are given for all work packages in two tables, first from the Design & Professional Services portion, then from the Construction portion of the Project.

TABLE 1: NAICS Codes – Design & Professional Services

| Scope of Work | NAICS Code - Description |
|-----------------------------|--|
| Civil Engineering | 541330 - Civil Engineering Services |
| Landscape | 541320 - Landscape Architectural Services |
| Architectural | 541310 - Architectural Services |
| Structural Engineering | 541330 - Construction Engineering Services |
| MEP Peer Review | 541330 - Engineering Consulting Services 541330 - Mechanical Engineering Services 541330 - Electrical Engineering Services |
| Fire Protection Peer Review | 541690 - Other Scientific and Technical Consulting Services 541330 - Engineering Consulting Services |
| Building Enclosure | 541690 - Building envelope Consulting Services 541330 - Engineering Consulting Services |
| Acoustics | 541330 - Acoustical Engineering Consulting Services |
| Sustainability | 541620 - Environmental Consulting Services 541330 - Engineering Consulting Services |
| Code (Fire Life Safety) | 541690 - Safety Consulting Services 541350 - Building Inspection Services |
| Code (Accessibility) | 541690 - Other Scientific and Technical Consulting Services 541350 - Building Inspection Services |
| Specifications | 541350 - Building Inspection Services 541330 - Engineering Consulting Services |
| Trash Management | 541690 - Other Scientific and Technical Consulting Services 541330 - Engineering Consulting Services |
| Façade Maintenance | 541690 - Other Scientific and Technical Consulting Services 541330 - Engineering Consulting Services |
| Elevator | 541330 - Engineering Services 236220 - Storage Elevator construction 541330 - Engineering Consulting Services |

Appendix A: NAISC Codes – Design & Professional Services

| Scope of Work | NAICS Code - Description |
|--|---|
| Wind | 541330 - Engineering Services 541330 - Engineering Consulting Services |
| Door Hardware | 332321 - Metal Window and Door Manufacturing 321911 - Wood Window and Door Manufacturing 541330 - Engineering Consulting Services |
| Accessibility Design Peer Review Consulting | 541350 - Building Inspection Services 541330 - Engineering Consulting Services |
| Building Enclosure Peer Review Consulting | 541690 - Building Envelope Consulting Services 541330 - Engineering Consulting Services |
| Code and FLS Peer Reviews | 541350 - Building Inspection Services 541330 - Engineering Consulting Services |
| Permitting Consulting | 541990 - Other Professional, Scientific, and Technical Services 541350 - Building Inspection Services |
| Cathodic Protection Engineering | 541690 - Other Scientific and Technical Consulting Services 541330 - Engineering Consulting Services |
| SBE Liaison Consulting | 541990 - Other Professional, Scientific, and Technical Services |
| Certified Industrial Hygienist Consulting | 541690 - Safety Consulting Services 541330 - Engineering Consulting Services |
| Geotechnical Investigation Consulting | 541360 - Geophysical Surveying and Mapping Services 541380 - Geotechnical Testing Laboratories 541330 - Engineering Consulting Services |
| MMRP Consulting | 541620 - Environmental Consulting Services |
| Indoor Air Quality Testing Consulting | 541620 - Environmental Consulting Services 541380 - Testing Laboratories and Services 541690 - Other Scientific and Technical Consulting Services |
| Commissioning | 541350 - Building Inspection Services 541690 - Energy Consulting Services |
| Special Inspection and Materials Testing Consulting | 541380 - Testing Laboratories and Services 541330 - Engineering Consulting Services |
| Shoring and Dewatering Engineering | 541330 - Engineering Design Services |
| Miscellaneous Metals, Railings and Catwalks - Design & Professional Services | 332323 - Ornamental and Architectural Metal Work Manufacturing 541330 - Engineering Design Services |
| Pre-engineered Metal Stair Engineering | 332323 - Ornamental and Architectural Metal Work Manufacturing 541330 - Engineering Design Services |
| Interior Cold Form Metal Framing Engineering | 332311 - Prefabricated Metal Building and Component Manufacturing 541330 - Engineering Design Services |

Appendix A: NAISC Codes – Design & Professional Services

| Scope of Work | NAICS Code - Description |
|--|---|
| Curtain Wall System and Exterior Metal Panel Engineering | 332323 - Ornamental and Architectural Metal Work Manufacturing 332311 - Prefabricated Metal Building and Component Manufacturing 238150 - Glass and Glazing Contractors 541330 - Engineering Design Services |
| Signage & Environmental Graphics - Design & Professional Services | 541430 - Graphic Design Services 339950 - Sign Manufacturing 541490 - Other Specialized Design Services |
| Vehicle Maintenance Systems and Equipment - Design & Professional Services | 541420 - Industrial Design Services 541330 - Engineering Design Services |
| Elevators - Design & Professional Services | 238290 - Other Building Equipment Contractors 541690 - Other Scientific and Technical Consulting Services |
| Fire Suppression Systems - Design & Professional Services | 541690 - Safety Consulting Services 541330 - Engineering Design Services |
| Plumbing Systems - Design & Professional Services | 238220 - Plumbing, Heating, and Air-Conditioning Contractors 541420 - Industrial Design Services 541330 - Engineering Design Services |
| HVAC & Control Systems - Design & Professional Services | 238220 - Plumbing, Heating, and Air-Conditioning Contractors 541330 - Engineering Services 541690 - Other Scientific and Technical Consulting Services |
| Electrical & Low Voltage Systems - Design & Professional Services | 541330 - Electrical Engineering Services |

TABLE 2: NAICS Codes – Construction

| Scope of Work | NAICS Code - Description |
|--|---|
| Demolition & Abatement | 238910 - Site Preparation Contractors 562910 - Site Remediation Services |
| Shoring & Dewatering | 238990 - Shoring, Construction 238910 - Dewatering Contractors |
| Structural Concrete | 238120 - Structural Steel and Precast Concrete Contractors 423320 Merchant/wholesaler of concrete products |
| CMU (Unit Masonry) | 238140 - Masonry Contractors 423320 - Masonry, Stone, and Other Construction Materials Merchant Wholesalers |
| Misc. Metals and Railings and Gantries | 332322 - Fabricated Metal Product Manufacturing 238190 - Other Foundation, Structure, and Building Exterior Contractors 423510 - Metal Service Centers and Other Metal Merchant Wholesalers |
| Pre-engineered Metal Stairs | 332323 - Ornamental and Architectural Metal Work Manufacturing |
| Carpentry Services | 238350 - Finish Carpentry Contractors 423310 - Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers |
| Interior & Exterior Framing, Drywall, Plaster | 238130 - Framing Contractors 238310 - Drywall and Insulation Installation 423320 - Drywall and Drywall Supplies Merchant Wholesalers |
| Below Grade Waterproofing | 238390 - Other Building Finishing Contractors |
| Above Grade Waterproofing, Roofing, Terrace Pavers | 238160 - Roofing Contractors 238390 - Other Building Finishing Contractors 423330 - Roofing, Siding, and Insulation Material Merchant Wholesalers |
| Smoke Curtains | 238290 - Other Building Equipment Contractors 423990 - Other Miscellaneous Durable Goods Merchant Wholesalers |
| Curtain Wall Systems & Exterior Metal Panels | 238150 - Glass and Glazing Contractors 238190 - Other Foundation, Structure, and Building Exterior Contractors 423390 - Other Construction Material Merchant Wholesalers |
| Architectural Sheet Metal & Flashings | 238170 - Siding Contractors 423330 - Roofing, Siding, and Insulation Merchant Wholesalers |
| ACT & Specialty Ceilings | 238310 - Drywall and Insulation Contractors 423330 - Roofing, Siding, and Insulation Material Merchant Wholesalers |
| Flooring & Polished Concrete | 238330 - Flooring Contractors 442210 - Floor Covering Stores |
| Tiling | 238340 - Tile and Terrazzo Contractors 423320 - Brick, Stone, and Related Construction Material Merchant Wholesalers |

Appendix A: NAISC Codes – Construction

| Scope of Work | NAICS Code - Description |
|--|---|
| Painting & Wall Covering; Caulking & Sealants | 238320 - Wall Covering Contractors 424950 - Paint, Varnish, and Supplies Merchant Wholesalers 238390 - Other Building Finishing Contractors 424690 - Other Chemical and Allied Products Merchant Wholesalers |
| Signage / Environmental Graphics | 238990 - Other Specialty Trade Contractors 423990 - Other Merchant Wholesalers |
| Window Treatments | 238390 - Other Building Finishing Contractors 442291 - Window Treatment Stores |
| Parking Control Equipment | 238290 - Other Building Equipment Contractors 423850 - Service Establishment Equipment and Supplies Merchant Wholesalers |
| Operable Partitions | 238390 - Other Building Finishing Contractors 423390 - Other Construction Material Merchant Wholesalers |
| Vehicle Maintenance Systems & Equipment | 238290 - Other Building Equipment Contractors 423850 - Service Establishment Equipment and Supplies Merchant Wholesalers |
| Appliances | 449210 - Electronics and Appliance Retailers 423620 - Household Appliances, Electric and Electronic Goods Merchant Wholesalers 238210 - Electrical Contractors |
| Elevators | 238290 - Other Building Equipment Contractors 423830 - Industrial Machinery and Equipment Merchant Wholesalers |
| Fire Suppression | 238220 - Plumbing, Heating, and Air-Conditioning Contractors 423850 - Service Establishment Equipment and Supplies Merchant Wholesalers |
| Plumbing | 238220 - Plumbing, Heating, and Air-Conditioning Contractors 423720 - Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers |
| HVAC & Controls | 238220 - Plumbing, Heating, and Air-Conditioning Contractors 423730 - Warm Air Heating and Air-Conditioning Equipment and Supplies Merchant Wholesalers |
| Electrical & Low Voltage | 238210 - Electrical Contractors and Other Wiring Installation Contractors 423610 - Electrical Apparatus and Equipment, Wiring Supplies |
| Trash Chutes & Compactors | 238290 - Other Building Equipment Contractors 423930 - Recyclable Material Merchant Wholesalers |
| Mass Excavation & Fill | 238910 - Site Preparation Contractors |
| Asphalt Paving | 237310 - Highway, Street, and Bridge Construction |
| Street Improvements | 238990 - Other Specialty Trade Contractors 423320 - Brick, Stone, and Related Construction Material Merchant Wholesalers |

Appendix A: NAISC Codes – Construction

| Scope of Work | NAICS Code - Description |
|-------------------------------------|--|
| Landscaping & Irrigation; Fences | 238220 - Residential or Commercial Lawn Sprinkler Systems 561730 - Landscaping Services 44422 - Nursery, Garden Center, and Farm Supply Stores 238990 - Other Specialty Trade Contractors 444190 - Other Building Material Dealers |
| Dry Utilities | 237110 - Water and Sewer Line Construction 423390 - Other Construction Material Merchant Wholesalers |
| Wet Utilities | 237130 - Power and Communication Line and Related Structures Construction 423610 - Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers |
| Final Clean | 561790 - Other Services to Buildings and Dwellings 561720 - Janitorial Services |
| Move-out Scope | 238990 - All Other Specialty Trade Contractors |
| General Requirements | 238990 - All Other Specialty Trade Contractors 532412 - Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing 561790 - Other Services to Buildings and Dwellings 561990 - Other Support Services |
| New PG&E Service | 238210 - Electrical Contractors and Other Wiring Installation Contractors 237130 - Power and Communication Line and Related Structures Construction |
| Outside OCS | 237130 - Power and Communication Line and Related Structures Construction 238210 - Electrical Contractors and Other Wiring Installation Contractors |
| Inside OCS | 237130 - Power and Communication Line and Related Structures Construction 238210 - Electrical Contractors and Other Wiring Installation Contractors |

Appendix B: Predicted vs. Actual SBE Participation

This appendix contains two tables (one for Design & Professional Services, one for Construction) showing all direct cost work scopes and detailing which SBE firms have received contracts and payments. The table details, for each work scope, the project status (budget, bidding, awarded, or complete), all SBE (sub)contractors, anticipated SBE participation, and to-date real SBE participation.

The status categories are defined as:

- **Budget** – developing the scope of work and budgetary requirements for the work package
- **Bidding** – budget and scope have been defined, seeking (sub)contractors
- **Awarded** – a (sub)contractor has been selected
- **Complete** – all work for the package has been completed

All SBEs with a contract commitment with the Project are listed along with their Certification (CA SBE, San Francisco LBE, or SFMTA CCO certification), the tier of their contract, the anticipated amount of their contract and its percentage of the work scope budget, and the to-date value of payments received. Prior to execution of Prime Contract between LD and DB, to-date SBE values are \$0/0%.

These tables will be updated quarterly.

TABLE 1: Predicted vs. Actual SBE Participation – Design & Professional Services

| Scope of Work | Status | Budget | SBE/LBE Firm | Certification | Contract Tier | Anticipated SBE | | To-date SBE | |
|-----------------------------|---------|--------------|------------------------------------|---------------|---------------|-----------------|------|-------------|----|
| | | | | | | \$ | % | \$ | % |
| Civil Engineering | Awarded | \$423,000 | Sage | LBE | 3 | \$104,250 | 25% | \$0 | 0% |
| Landscape | Awarded | \$327,507 | <no SBE participation anticipated> | | | \$0 | 0% | \$0 | 0% |
| Architectural | Awarded | \$25,492,032 | MarJang Architecture | LBE | 2 | \$2,812,500 | 11% | \$0 | 0% |
| | | | YA Studio | LBE | 2 | \$3,437,500 | 13% | \$0 | 0% |
| Structural Engineering | Awarded | \$2,850,280 | Bello & Associates | LBE | 3 | \$350,035 | 12% | \$0 | 0% |
| | | | FTF | SBE | 3 | \$350,035 | 12% | \$0 | 0% |
| MEP Peer Review | Awarded | \$511,673 | <no SBE participation anticipated> | | | \$0 | 0% | \$0 | 0% |
| Fire Protection Peer Review | Awarded | \$69,974 | <no SBE participation anticipated> | | | \$0 | 0% | \$0 | 0% |
| Building Enclosure | Awarded | \$221,000 | McGiness Chen | SBE | 2 | \$221,000 | 100% | \$0 | 0% |
| Acoustics | Awarded | \$191,290 | <no SBE participation anticipated> | | | \$0 | 0% | \$0 | 0% |
| Sustainability | Awarded | \$474,850 | <no SBE participation anticipated> | | | \$0 | 0% | \$0 | 0% |
| Code (Fire Life Safety) | Awarded | \$177,692 | <no SBE participation anticipated> | | | \$0 | 0% | \$0 | 0% |

Appendix B Table 1: Predicted vs. Actual SBE Participation – Design & Professional Services

| Scope of Work | Status | Budget | SBE/LBE Firm | Certification | Contract Tier | Anticipated SBE | | To-date SBE | |
|---|---------|-------------|------------------------------------|---------------|--------------------|-----------------|------|-------------|----|
| | | | | | | \$ | % | \$ | % |
| Code (Accessibility) | Awarded | \$88,434 | <no SBE participation anticipated> | | | \$0 | 0% | \$0 | 0% |
| Specifications | Awarded | \$260,135 | Emily Borland | LBE | 2 | \$260,135 | 100% | \$0 | 0% |
| Trash Management | Awarded | \$24,200 | <no SBE participation anticipated> | | | \$0 | 0% | \$0 | 0% |
| Façade Maintenance | Awarded | \$67,170 | <no SBE participation anticipated> | | | \$0 | 0% | \$0 | 0% |
| Elevator | Awarded | \$48,000 | EWGC | SBE | 2 | \$48,000 | 100% | \$0 | 0% |
| Wind | Budget | \$51,500 | <no SBE participation anticipated> | | | \$0 | 0% | \$0 | 0% |
| Door Hardware | Awarded | \$42,020 | <no SBE participation anticipated> | | | \$0 | 0% | \$0 | 0% |
| Accessibility Design Peer Review Consulting | Bidding | \$24,200 | Artful Environment, LLC | SBE | 1 | \$24,200 | 100% | \$0 | 0% |
| Building Enclosure Peer Review Consulting | Bidding | \$85,008 | TBD | TBD | 1/2/3 ^v | \$17,002 | 20% | \$0 | 0% |
| Code and FLS Peer Reviews | Bidding | \$31,688 | <no SBE participation anticipated> | | | \$0 | 0% | \$0 | 0% |
| Permitting Consulting | Bidding | \$210,000 | Bruce Baumann & Associates | LBE | 1 | \$105,000 | 50% | \$0 | 0% |
| Cathodic Protection Engineering | Bidding | \$22,000 | JDH Corrosion | SBE | 1 | \$22,000 | 100% | \$0 | 0% |
| SBE Liaison Consulting | Bidding | \$400,000 | Contigo Communications | LBE | 1 | \$400,000 | 100% | \$0 | 0% |
| Certified Industrial Hygienist Consulting | Bidding | \$13,500 | <no SBE participation anticipated> | | | \$0 | 0% | \$0 | 0% |
| Geotechnical Investigation Consulting | Bidding | \$1,361,488 | TBD | TBD | 2/3 ^o | \$340,372 | 25% | \$0 | 0% |
| MMRP Consulting | Bidding | \$1,291,306 | TBD | TBD | 2/3 ^o | \$193,696 | 15% | \$0 | 0% |
| Indoor Air Quality Testing Consulting | Bidding | \$45,000 | Indoor Environmental Engineering | LBE | 1 | \$9,000 | 20% | \$0 | 0% |

^v No contractors at any Tier have been identified for this scope

^o A Tier 1 contractor has been selected, but that firm has not identified any Tier 2 or 3 subcontractors

Appendix B Table 1: Predicted vs. Actual SBE Participation – Design & Professional Services

| Scope of Work | Status | Budget | SBE/LBE Firm | Certification | Contract Tier | Anticipated SBE | | To-date SBE | |
|--|---------|-------------|--------------|---------------|--------------------|-----------------|-----|-------------|----|
| | | | | | | \$ | % | \$ | % |
| Commissioning | Bidding | \$250,400 | TBD | TBD | 2/3 ^o | \$143,980 | 58% | \$0 | 0% |
| Special Inspection and Materials Testing Consulting | Bidding | \$1,615,998 | TBD | TBD | 2/3 ^o | \$404,000 | 25% | \$0 | 0% |
| Shoring and Dewatering Engineering | Bidding | \$181,250 | TBD | TBD | 1/2/3 ^v | \$45,313 | 25% | \$0 | 0% |
| Miscellaneous Metals, Railings and Catwalks - Design & Professional Services | Budget | \$500,000 | TBD | TBD | 1/2/3 ^v | \$125,000 | 25% | \$0 | 0% |
| Pre-engineered Metal Stair Engineering | Budget | \$100,000 | TBD | TBD | 1/2/3 ^v | \$25,000 | 25% | \$0 | 0% |
| Interior Cold Form Metal Framing Engineering | Bidding | \$50,000 | TBD | TBD | 1/2/3 ^v | \$12,500 | 25% | \$0 | 0% |
| Curtain Wall System and Exterior Metal Panel Engineering | Bidding | \$455,000 | TBD | TBD | 1/2/3 ^v | \$113,750 | 25% | \$0 | 0% |
| Signage & Environmental Graphics - Design & Professional Services | Budget | \$300,000 | TBD | TBD | 1/2/3 ^v | \$75,000 | 25% | \$0 | 0% |
| Vehicle Maintenance Systems and Equipment - Design & Professional Services | Bidding | \$457,317 | TBD | TBD | 1/2/3 ^v | \$114,329 | 25% | \$0 | 0% |
| Elevators - Design & Professional Services | Budget | \$200,000 | TBD | TBD | 1/2/3 ^v | \$50,000 | 25% | \$0 | 0% |
| Fire Suppression Systems - Design & Professional Services | Bidding | \$35,000 | TBD | TBD | 1/2/3 ^v | \$8,750 | 25% | \$0 | 0% |
| Plumbing Systems - Design & Professional Services | Bidding | \$488,789 | TBD | TBD | 1/2/3 ^v | \$122,197 | 25% | \$0 | 0% |

^o A Tier 1 contractor has been selected, but that firm has not identified any Tier 2 or 3 subcontractors

^v No contractors at any Tier have been identified for this scope

Appendix B Table 1: Predicted vs. Actual SBE Participation – Design & Professional Services

| Scope of Work | Status | Budget | SBE/LBE Firm | Certification | Contract Tier | Anticipated SBE | | To-date SBE | |
|---|---------|---------------------|--------------|---------------|--------------------|---------------------|------------|-------------|-----------|
| | | | | | | \$ | % | \$ | % |
| HVAC & Control Systems - Design & Professional Services | Bidding | \$600,000 | TBD | TBD | 1/2/3 ^v | \$150,000 | 25% | \$0 | 0% |
| Electrical & Low Voltage Systems - Design & Professional Services | Bidding | \$2,296,409 | TBD | TBD | 1/2/3 ^v | \$574,102 | 25% | \$0 | 0% |
| Totals: | | \$42,335,110 | - | | | \$10,658,645 | 25% | \$0 | 0% |

TABLE 2: Predicted vs. Actual SBE Participation – Construction

| Scope of Work | Status | Budget | SBE/LBE Firm | Certification | Contract Tier | Anticipated SBE | | To-date SBE | |
|--|---------|--------------|--------------|---------------|--------------------|-----------------|-----|-------------|----|
| | | | | | | \$ | % | \$ | % |
| Demolition & Abatement | Bidding | \$5,031,250 | TBD | TBD | 2/3 ^o | \$1,006,250 | 20% | \$0 | 0% |
| Shoring & Dewatering* | Bidding | \$6,180,365 | TBD | TBD | 2/3 ^o | \$1,236,073 | 20% | \$0 | 0% |
| Structural Concrete† | Bidding | \$92,971,268 | TBD | TBD | 2/3 ^o | \$11,156,552 | 12% | \$0 | 0% |
| CMU (Unit Masonry) | Budget | \$7,687,178 | TBD | TBD | 1/2/3 ^v | \$1,921,795 | 25% | \$0 | 0% |
| Misc. Metals and Railings and Gantries* | Budget | \$21,782,156 | TBD | TBD | 1/2/3 ^v | \$4,356,431 | 20% | \$0 | 0% |
| Pre-engineered Metal Stairs* | Budget | \$1,499,484 | TBD | TBD | 1/2/3 ^v | \$299,897 | 20% | \$0 | 0% |
| Carpentry Services | Bidding | \$13,468,914 | TBD | TBD | 2/3 ^o | \$1,616,270 | 12% | \$0 | 0% |
| Interior & Exterior Framing, Drywall, Plaster*# | Bidding | \$9,741,591 | TBD | TBD | 2/3 ^o | \$2,451,436 | 25% | \$0 | 0% |
| Below Grade Waterproofing | Budget | \$3,277,711 | TBD | TBD | 1/2/3 ^v | \$655,542 | 20% | \$0 | 0% |
| Above Grade Waterproofing, Roofing, Terrace Pavers | Budget | \$2,056,513 | TBD | TBD | 1/2/3 ^v | \$411,303 | 20% | \$0 | 0% |
| Smoke Curtains | Budget | \$198,000 | TBD | TBD | 1/2/3 ^v | \$9,900 | 5% | \$0 | 0% |
| Curtain Wall Systems & Exterior Metal Panels* | Bidding | \$16,240,968 | TBD | TBD | 2/3 ^o | \$3,248,194 | 20% | \$0 | 0% |
| Architectural Sheet Metal & Flashings | Budget | \$1,302,083 | TBD | TBD | 1/2/3 ^v | \$260,417 | 20% | \$0 | 0% |
| ACT & Specialty Ceilings | Budget | \$845,866 | TBD | TBD | 1/2/3 ^v | \$169,173 | 20% | \$0 | 0% |
| Flooring & Polished Concrete | Budget | \$885,833 | TBD | TBD | 1/2/3 ^v | \$177,167 | 20% | \$0 | 0% |

^o A Tier 1 contractor has been selected, but that firm has not identified any Tier 2 or 3 subcontractors

* Excluding engineering and design & professional services activity for this scope of work

† 10% set-aside for Structural Concrete Contractor

^v No contractors at any Tier have been identified for this scope

100% set-aside for Drywall Insulation/Acoustical (16% of work package budget). 30% set-aside for Drywall Framing and Hanging (31% of work package budget)

Appendix B Table 2: Predicted vs. Actual SBE Participation – Construction

| Scope of Work | Status | Budget | SBE/LBE Firm | Certification | Contract Tier | Anticipated SBE | | To-date SBE | |
|--|---------|--------------|------------------------------------|---------------|--------------------|-----------------|------|-------------|----|
| | | | | | | \$ | % | \$ | % |
| Tiling | Budget | \$870,696 | TBD | TBD | 1/2/3 ^v | \$174,139 | 20% | \$0 | 0% |
| Painting & Wall Covering; Caulking & Sealants | Budget | \$4,121,025 | TBD | TBD | 1/2/3 ^v | \$824,205 | 20% | \$0 | 0% |
| Signage / Environmental Graphics* | Budget | \$2,471,572 | TBD | TBD | 1/2/3 ^v | \$494,314 | 20% | \$0 | 0% |
| Window Treatments | Budget | \$169,000 | TBD | TBD | 1/2/3 ^v | \$33,800 | 20% | \$0 | 0% |
| Parking Control Equipment | Budget | \$200,000 | <no SBE participation anticipated> | | | \$0 | 0% | \$0 | 0% |
| Operable Partitions | Budget | \$145,168 | TBD | TBD | 1/2/3 ^v | \$29,034 | 20% | \$0 | 0% |
| Vehicle Maintenance Systems & Equipment* | Bidding | \$25,787,958 | TBD | TBD | 2/3 ^o | \$19,340,969 | 75% | \$0 | 0% |
| Appliances | Budget | \$174,995 | TBD | TBD | 1/2/3 ^v | \$87,498 | 50% | \$0 | 0% |
| Elevators* | Budget | \$2,270,480 | TBD | TBD | 1/2/3 ^v | \$22,705 | 1% | \$0 | 0% |
| Fire Suppression* | Bidding | \$7,204,650 | TBD | TBD | 2/3 ^o | \$1,440,930 | 20% | \$0 | 0% |
| Plumbing* | Bidding | \$18,854,636 | TBD | TBD | 2/3 ^o | \$3,770,927 | 20% | \$0 | 0% |
| HVAC & Controls* | Bidding | \$19,807,024 | TBD | TBD | 2/3 ^o | \$3,961,405 | 20% | \$0 | 0% |
| Electrical & Low Voltage*† | Bidding | \$82,919,552 | TBD | TBD | 2/3 ^o | \$9,950,346 | 12% | \$0 | 0% |
| Trash Chutes & Compactors | Budget | \$156,928 | TBD | TBD | 1/2/3 ^v | \$39,232 | 25% | \$0 | 0% |
| Mass Excavation & Fill# | Bidding | \$12,007,147 | TBD | TBD | 2/3 ^o | \$3,392,019 | 28% | \$0 | 0% |
| Asphalt Paving ^Δ | Budget | \$857,333 | TBD | TBD | 1/2/3 ^v | \$857,333 | 100% | \$0 | 0% |
| Street Improvements* | Budget | \$1,486,853 | TBD | TBD | 1/2/3 ^v | \$178,422 | 12% | \$0 | 0% |
| Landscaping & Irrigation ^o ; Fences | Budget | \$513,353 | TBD | TBD | 1/2/3 ^v | \$513,353 | 100% | \$0 | 0% |
| Wet Utilities | Bidding | \$1,979,980 | TBD | TBD | 2/3 ^o | \$395,996 | 20% | \$0 | 0% |

^v No contractors at any Tier have been identified for this scope

* Excluding engineering and design & professional services activity for this scope of work

^o A Tier 1 contractor has been selected, but that firm has not identified any Tier 2 or 3 subcontractors

† 10% set-aside for Electrical

75% set-aside for Trucking (15% of work package budget)

^Δ 100% set-aside for Paving

• 10% set-aside for Construction within Sidewalks

° 100% set-aside for Landscaping (70% of work package budget)

Appendix B Table 2: Predicted vs. Actual SBE Participation – Construction

| Scope of Work | Status | Budget | SBE/LBE Firm | Certification | Contract Tier | Anticipated SBE | | To-date SBE | |
|---------------------------------------|---------|----------------------|------------------------------------|---------------|--------------------|----------------------|------------|-------------|-----------|
| | | | | | | \$ | % | \$ | % |
| Dry Utilities | Bidding | \$5,949,100 | TBD | TBD | 2/3 ^o | \$1,189,820 | 20% | \$0 | 0% |
| Final Clean [♦] | Budget | \$500,000 | TBD | TBD | 1/2/3 ^v | \$500,000 | 100% | \$0 | 0% |
| Move-out Scope | Bidding | \$411,429 | <no SBE participation anticipated> | | | \$0 | 0% | \$0 | 0% |
| General Requirements | Budget | \$12,192,275 | TBD | TBD | 1/2/3 ^v | \$2,438,455 | 20% | \$0 | 0% |
| New PG&E Service | Budget | \$14,562,000 | TBD | TBD | 1/2/3 ^v | \$2,475,540 | 17% | \$0 | 0% |
| Outside OCS | Budget | \$8,600,000 | TBD | TBD | 1/2/3 ^v | \$1,462,000 | 17% | \$0 | 0% |
| Inside OCS | Budget | \$12,600,000 | TBD | TBD | 1/2/3 ^v | \$2,142,000 | 17% | \$0 | 0% |
| Direct Cost Totals: | | \$419,982,334 | - | | | \$84,690,840 | 20% | \$0 | 0% |
| Indirect Cost* Totals: | | \$154,103,771 | - | | | \$30,126,381 | 20% | \$0 | 0% |
| Direct + Indirect Cost Totals: | | \$574,086,105 | - | | | \$114,817,221 | 20% | \$0 | 0% |

^o A Tier 1 contractor has been selected, but that firm has not identified any Tier 2 or 3 subcontractors

[♦] 100% set-aside for Construction Clean-up

^v No contractors at any Tier have been identified for this scope

* Indirect Costs are part of the Construction portion. DB will use Good Faith Efforts to maximize SBE participation in Indirect Cost line items, particularly Contingencies, in order to achieve the Construction SBE Goal. See Appendix C for more information.

Appendix C: Indirect Costs

We separate indirect costs for the Project from direct costs because indirect costs are payments for services which cannot be subcontracted or are inherently unknown at this time. All indirect costs are attributed to the Construction portion of the Project. The table below gives details about these costs including budget, payee, and SBE opportunity.

Indirect costs cannot be subcontracted for one of several reasons:

- They are for products that cannot be obtained from SBEs (insurance, bonds & guarantees)
- They are paid directly to a government authority (taxes and fees)
- They are paid directly to the Design-Builder as operational costs (DB fee and General Conditions)
- The costs are unknown, designated for unanticipated services or products (Contingencies)

The DB had previously identified several subcontracting opportunities to support indirect costs and included them within a direct cost budget. For example, subcontracting of a permit facilitator for AHJ Fees is within the Design & Professional Services budget, and General Requirements is found within the Construction budget.

In order to achieve an overall 20% SBE Participation goal for the Construction portion, the DB will use Good Faith Efforts to maximize SBE opportunities within Indirect Cost line items. This will be focused on Contingencies costs that can be directed towards subcontractors, identified below in Table 1.

Table 1 – Indirect Cost SBE Opportunity

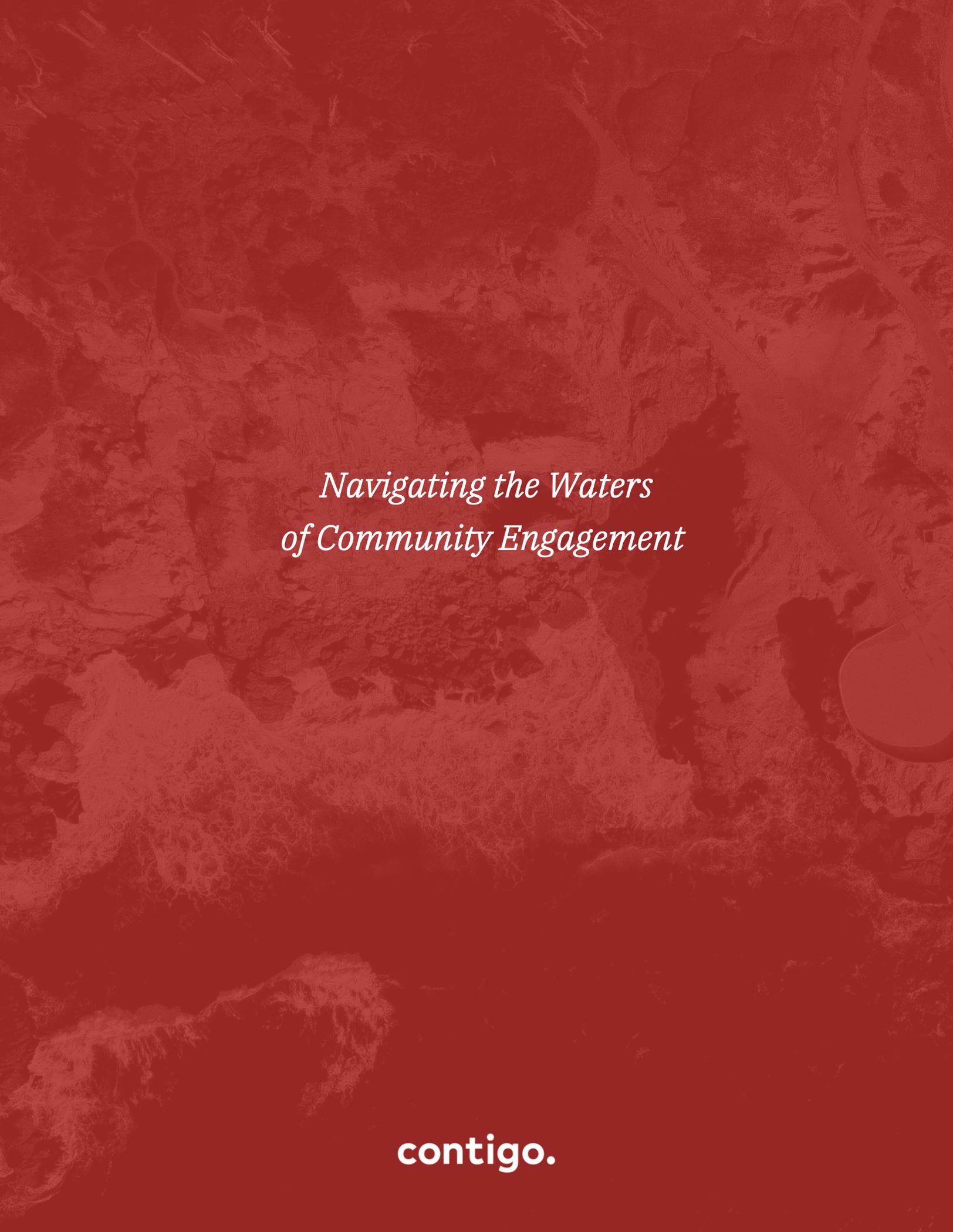
| Indirect Cost Description | Payee | Budget | SBE Opportunity | | Clarifications |
|--|--|--------------|-----------------|----|--|
| | | | \$ | % | |
| Insurance, Bonds & Guarantees | Paramount Insurance, The Hartford | \$27,899,905 | \$0 | 0% | No SBEs offer insurance, bonds or guarantees at the magnitude required |
| Taxes | City of San Francisco | \$1,912,917 | \$0 | 0% | Taxes are paid directly to government authorities, not businesses |
| Authority Having Jurisdiction (AHJ) Fees | Bay Area Air Quality Mgmt. District, San Francisco Dept. of Building Inspection, Other Regulatory Bodies | \$4,676,896 | \$0 | 0% | AHJ Fees are paid to government authorities who are able to issue permits, inspections, reviews, and fees. |
| Design-Builder's Fee | Webcor | \$33,938,850 | \$0 | 0% | Paid directly to Webcor |

Appendix C: Indirect Costs

| Indirect Cost Description | Payee | Budget | SBE Opportunity | | Clarifications |
|---------------------------|--------|----------------------|---------------------|------------|--|
| | | | \$ | % | |
| General Conditions* | Webcor | \$48,161,525 | \$0 | 0% | Management, staffing and operational costs paid directly to Webcor |
| Contingencies | Webcor | \$37,513,678 | \$30,126,381† | 80%† | Contingencies are moneys held in reserve by the DB to pay for unforeseen, non-reimbursable, or self-inflicted costs. |
| Totals: | | \$154,103,771 | \$30,126,381 | 20% | |

* Excluding subcontractable GCGR scopes: see General Requirements line item in Table 2: 20% Goal for Construction portion on p. 13

† Contingency monies could be directed towards subcontractors, depending on the nature and details of the unforeseen circumstances requiring redress. DB will use Good Faith Efforts to achieve the SBE Goal for Contingencies, maximizing SBE participation for these costs as they arise.



*Navigating the Waters
of Community Engagement*

contigo.

BIDDER (PRIME): _____ TO BE SUBMITTED PER INSTRUCTIONS

SFMTA SBE FORM No. 2

SBE PARTICIPATION

OPEN-ENDED PERFORMANCE PLAN – STATEMENT OF COMMITMENT

This form must be completed and submitted along with the OEPP. By affixing my signature below, I agree to the following and I acknowledge that I have read and will comply with the SBE Program under SFMTA’s DBE Program Plan, SFMTA’s SBE CCO Inserts for Professional and Technical Services, and for Construction for this Project.

I have submitted a complete OEPP, which includes:

1. *The two separate tables described in the instructions with the following details:*
 - *Anticipated Work Type*
 - *Anticipated Timeframe of that Work*
 - *Anticipated Time frame in which actual subcontracts would be executed*
 - *Anticipated Dollar Value & Percentage of the Work Opportunities*
 - *Adds up to the Dollar Value & Percentage of the specific SBE Goal*
2. *Narrative detailing how the OEPP was formulated and how it will be successfully implemented with respect to all SBE Goals*
3. *Statement of Commitment (this signed SFMTA SBE Form No. 2)*

I agree to commit to using Good Faith Efforts to meet the following SBE Goals throughout the life of the Bus Yard Infrastructure Facility Project phase:

Design and Professional Services Goal:

- SBE: 25%

Construction Goal:

- SBE: 20%

All contracting dollars must be allocated into either the design and professional services phase or the construction phase (e.g., Prime must determine which phase it will place programming services into, etc.).

To allow for adequate time to bid out all **Design and Professional Services** scopes of work, within sixty (60) days of financial close, I shall identify all SBE subconsultants, vendors, and lower tier subconsultants that I will rely on to meet the SBE Goals. New subconsultants may be added at this time; however, no SBEs listed at time of proposal submission can be substituted, removed from the Contract or have its Contract, purchase order or other form of agreement reduced without LD/SFMTA CCO’s prior approval. SBE agreements may be modified to increase contract amount without LD/SFMTA CCO’s prior approval.

To allow for adequate time to bid out all **Construction** scopes of work, within ninety (90) days of financial close, I will identify all SBE subcontractors, vendors, and lower tier subcontractors that I will rely on to meet the SBE Goal(s). New subcontractors may be added; however, no SBEs listed at time of proposal submission can be substituted, removed from the Contract or have its Contract, purchase order or other form of agreement reduced without LD/SFMTA CCO prior approval. SBE agreements may be modified to increase contract amount without LD/SFMTA CCO prior approval.

If awarded the project, as part of my firm's Good Faith Efforts, I will:

- Update as required, the overall SBE OEPP to indicate completed, present and forecasted scopes of work to be performed by SBEs. These updates will identify changes that impact SBE participation or confirm the overall OEPP remains the same because there are no changes that would impact SBE participation.
- Obtain SFMTA CCO approval for all changes to the OEPP.

| | |
|---|--------------------------------------|
| <hr/> Signature | <hr/> 2/9/2026 |
| Webcor Builders | <hr/> Erik Biczkow, Project Director |
| <hr/> Name of Firm (print) | <hr/> Name and Title (print) |
| 207 King Street, Suite 300, San Francisco, CA 94107 | |
| <hr/> Address | |
| 510-205-5603 | <hr/> ebiczkow@webcor.com |
| <hr/> Phone Number | <hr/> Email |

END OF FORM No. 2



February 19, 2026

Chris Jauregui
Plenary Americas
633 W. Fifth Street
Suite 4975
Los Angeles, CA 90071

RE: Statement of Implementation
Project: Potrero Bus Yard Modernization

Dear Chris,

Per the request of San Francisco MTA:

- Glass Façade along 17th Street - Webcor can confirm that the glass façade along 17th Street, located between gridlines C and G, will be implemented into the project.
- PDA Design Comment Logs - The "100% SD Design Comments" log, "Final VE Log Comments," and "feedback received from SFMTA operators after reviewing the VE changes" were not provided within the bid documents for this effort. Pricing based specifically on the documents noted in the Basis of Estimate provided by Webcor as part of our Fixed Final Price. Webcor cannot commit to implementing any comments found within these logs but will commit to reviewing the comments and holding further discussions. Note that future implementation of any existing comments may come with additional cost or schedule impacts if they exceed requirements found within Exhibit 18.
- Public Restroom on 17th Street and Hampshire Street – Webcor can confirm that a public restroom located at the corner of 17th Street and Hampshire Street will be implemented.

Please don't hesitate to reach out should you have any questions regarding the above statements.

Sincerely,

Thomas R. Taylor
Sr. Vice President
Webcor Builders

EXHIBIT 4

PAYMENT MECHANISM

1 DEFINITIONS

Unless otherwise specified, capitalized terms used in this Exhibit 4 (Payment Mechanism) have the meanings given in Exhibit 1 (Abbreviations and Definitions) to the Agreement.

EXHIBIT 4A

MILESTONE PAYMENT MECHANISM

1. MILESTONE PAYMENT 1

- 1.1** Subject to the terms and conditions of this Section 1 (Milestone Payment 1) and the Contract Documents, Non-Profit Entity shall be entitled to receive a single payment on or after Financial Close from the City in the amount of \$65,000,000 as partial compensation for Non-Profit Entity's performance of the D&C Work ("Milestone Payment 1").
- 1.2** For Milestone Payment 1, Non-Profit Entity shall submit an invoice no later than ten Business Days prior to the anticipated Financial Close Date. City will pay Non-Profit Entity Milestone Payment 1 no later than three Business Days following the Financial Close Date. Under no circumstances shall City be obligated to make the Milestone Payment 1 prior to the Financial Close Date.

2. MILESTONE PAYMENT 2

- 2.1** Subject to the terms and conditions of this Section 2 (Milestone Payment 2) and the Contract Documents, Non-Profit Entity shall be entitled to receive a milestone payment from the City in the maximum amount of \$250,000,000 as partial compensation for Non-Profit Entity's performance of the D&C Work. The City shall pay Milestone Payment 2A (as defined below) upon the Substantial Completion Deadline, and in the case of Milestone Payment 2B (as defined below), upon reaching Substantial Completion, each in accordance with this Section 2. The components described in this Section 2.1 are referred to collectively as "Milestone Payment 2".
- 2.2** Milestone Payment 2 shall consist of two components: A maximum amount of \$50,000,000 calculated in accordance with Section 2.4 of this Exhibit and payable upon the Substantial Completion Deadline ("Milestone Payment 2A") and a maximum amount of \$200,000,000 as calculated in accordance with Section 2.5 of this Exhibit and payable upon the achievement of Substantial Completion ("Milestone Payment 2B").
- 2.3** Non-Profit Entity shall submit an invoice to the City for Milestone Payment 2A no later than the 10th day of the month immediately following the Substantial Completion Deadline and in accordance with the requirements of Section 11.4 (Invoice, Other Amounts and Payments) of the Agreement. For clarity, Non-Profit Entity shall be entitled to submit an invoice immediately following the Substantial Completion Deadline.

2.4 Milestone Payment 2A shall be calculated using the following formula:

$$MP2A = MMP - D$$

Where:

MP2A = Milestone Payment 2;

MMP = the amount \$50,000,000;

D = D&C Deductions incurred for the period commencing on the Effective Date and ending on the Substantial Completion Deadline as set out in Section 4 (D&C Period Deductions) of Exhibit 4A (Milestone Payment Mechanism).

2.5 Milestone Payment 2B shall be calculated using the following formula:

$$MP2B = MMP - D$$

Where:

MP2B = Milestone Payment 2;

MMP = the amount \$200,000,000;

D = D&C Deductions incurred for the period commencing on the Effective Date and ending on the Substantial Completion Date (to the extent not already deducted from Milestone Payment 2A) as set out in Section 4 (D&C Period Deductions) of Exhibit 4A (Milestone Payment Mechanism).

2.6 Non-Profit Entity shall submit an invoice for Milestone Payment 2B no later than the 10th day of the month immediately following issuance of a Certificate of Substantial Completion in accordance with the process in Section 11.4 (Invoice, Other Amounts and Payments) of the Agreement. For clarity, Non-Profit Entity shall be entitled to submit an invoice immediately following issuance of a Certificate of Substantial Completion.

2.7 The City will pay Non-Profit Entity Milestone Payment 2 in accordance with the process in Section 11.4 (Invoice, Other Amounts and Payments) of the Agreement.

2A. Substantial Completion Development Fee

2A.1 Subject to the terms and conditions of this Section 2A (Substantial Completion Development Fee) and the Contract Documents, Non-Profit Entity shall be entitled to receive four payments on or after the Substantial Completion Date from the City in the amount of \$5,000,000 as compensation for Non-Profit Entity's involvement in the development of the D&C Work (collectively the "**Substantial Completion Development Fee**").

2A.2 Subject to the terms and conditions of this Section 2A (Substantial Completion Development Fee) and the Contract Documents, including this Exhibit 4A, Non-Profit Entity

shall be entitled to receive the following portions of the Substantial Completion Development Fee upon satisfaction of the following applicable conditions:

- (a) Non-Profit Entity shall be entitled to \$4,000,000 of the Substantial Completion Development Fee upon achievement of Substantial Completion;
- (b) Non-Profit Entity shall be entitled to \$500,000 of the Substantial Completion Development Fee upon achievement of Final Acceptance;
- (c) Non-Profit Entity shall be entitled to \$250,000 of the Substantial Completion Development Fee upon completion of all Commissioning requirements following Final Acceptance as described in Section 6.7.4. (Post Substantial Completion Requirements) of Division 6 of the Technical Requirements; and
- (d) Non-Profit Entity shall be entitled to \$250,000 of the Substantial Completion Development Fee upon the expiry of the Warranty Period.

2A.2 For each portion of the Substantial Completion Development Fee, upon the satisfaction of the applicable condition(s) above, Non-Profit Entity shall submit an invoice in accordance with the process in Section 11.4 (Invoice, Other Amounts and Payments). City will pay Non-Profit Entity the applicable portion of the Substantial Completion Development Fee no later than three Business Days following a properly submitted invoice. Under no circumstances shall City be obligated to make any portion of the Substantial Completion Development Fee payment prior to the Substantial Completion Date.

3. D&C PERIOD DEDUCTIONS

3.1. Subject to the provisions of this Agreement, if at any time prior to the Substantial Completion Date, a D&C Failure Event occurs, the City may make a Deduction from Milestone Payment 2 in respect of that D&C Failure Event.

3.2. Non-Profit Entity shall submit to City, 30 days before the Substantial Completion Deadline (for the purposes of assessing D&C Deductions against Milestone Payment 2A), and if Substantial Completion is anticipated to occur following the Substantial Completion Deadline (for the purposes of assessing D&C Deductions against Milestone Payment 2B), again 30 days before the anticipated date of Substantial Completion, a report providing a preliminary summary of all D&C Noncompliance Points and D&C Period Deductions calculated as of 30 days prior to the anticipated Substantial Completion Deadline and, if applicable, the Substantial Completion Date. Within 30 days following the Substantial Completion Deadline and, if applicable, the Substantial Completion Date, Non-Profit Entity shall submit to City a final summary of all D&C Period Noncompliance Points and D&C Period Deductions calculated as of the Substantial Completion Deadline and, if applicable, the Substantial Completion Date.

3.3. Prior to the Substantial Completion Date, Non-Profit Entity will accrue D&C Period Noncompliance Points for every D&C Failure Event in accordance with this Section 2, Section 15.4 of the Agreement and as set forth in Appendix A (D&C Noncompliance Points and Deductions) in this Exhibit 4A (Milestone Payment Mechanism). For the avoidance of doubt, no D&C Period Noncompliance Points will accrue for D&C Failure Events that occur after the Substantial Completion Date.

3.4. Non-Profit Entity will include in its Performance Monitoring Report a summary of all D&C Period Noncompliance Points accrued in the month and cumulative number of points accrued up to the month being reported from the Effective Date.

APPENDIX A

D&C PERIOD NONCOMPLIANCE POINTS AND DEDUCTIONS

Table A1 – D&C Failure Event Table

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|----------|------------------------------|--------------------------------------|--|--------------------|--------------------------|---|-------------------|--|
| 1 | Division 01 - General | | | | | | | |
| 1.1 | Project Management | Project Management Plan | Prepare, submit and update Project Management Plan in accordance with the Contract Documents | 5 days | 5 per D&C Failure Event | - | 2 days | Technical Requirements, Division 01, Section 1.1.1 |
| 1.2 | Project Management | Initiation Meetings | Conduct Initiation Meetings and submit meeting agendas and minutes in accordance with the Contract Documents | 1 day | 3 per D&C Failure Event | \$150 | 1 day | Technical Requirements, Division 01, Section 1.1.3.1-3 |
| 1.3 | Project Management | Weekly Project Coordination Meetings | Conduct Weekly Project Coordination Meetings in accordance with the Contract Documents | 1 day | 3 per D&C Failure Event | \$150 | 1 day | Technical Requirements, Division 01, Section 1.1.3.4 |
| 1.4 | Project Management | Monthly Progress Meetings | Conduct Monthly Progress Meetings and submission of meeting agenda and minutes in accordance with the Contract Documents | 1 day | 3 per D&C Failure Event | \$150 | 1 day | Technical Requirements, Division 01, Section 1.1.3.5 |
| 1.5 | Project Management | Ongoing Coordination Meeting | Conduct Ongoing Coordination Meetings and submission of meeting agenda and minutes in accordance with the Contract Documents | 3 days | 1 per D&C Failure Event | \$50 | 1 day | Technical Requirements, Division 01, Section 1.1.3.6 |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|-----------------------|--|---|--------------------|--------------------------|---|-------------------|--|
| 1.6 | Project Management | Special Meetings | Conduct Special Meetings and submission of meeting agenda and minutes in accordance with the Contract Documents | 3 days | 1 per D&C Failure Event | \$50 | 1 day | Technical Requirements, Division 01, Section 1.1.3.7 |
| 1.7 | Project Management | Key Personnel | Prepare, submit and update a Key Personnel Register in accordance with the Contract Documents | 3 days | 1 per D&C Failure Event | \$50 | 1 day | Technical Requirements, Division 01, Section 1.1.4 |
| 1.8 | Project Management | Key Personnel | Prepare, submit and update resumes for any proposed replacement of Key Personnel in accordance with the Contract Documents | 3 days | 1 per D&C Failure Event | \$50 | 1 day | Technical Requirements, Division 01, Section 1.1.4 |
| 1.9 | Intentionally Omitted | | | | | | | |
| 1.10 | Project Management | Regulatory Approvals Plan | Prepare, submit and update a Regulatory Approvals Plan in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | \$150 | 3 days | Technical Requirements, Division 01, Section 1.1.6 |
| 1.11 | Project Management | Design and Construction Management Plans | Prepare, submit and update a complete Design Management Plan to achieve the requirements of Design Management in accordance with the Contract Documents | 5 days | 5 per D&C Failure Event | - | 2 days | Technical Requirements, Division 01, Section 1.1.7.1 |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|---|--|---|--------------------|--------------------------|---|-------------------|--|
| 1.12 | Project Management | Design and Construction Management Plans | Prepare, submit and update a complete Construction Management Plan to achieve the requirements of Construction Management in accordance with the Contract Documents | 5 days | 5 per D&C Failure Event | - | 2 days | Technical Requirements, Division 01, Section 1.1.7.2 |
| 1.14 | Project Controls and Performance Management | Project Schedule | Prepare, submit and update Baseline Project Schedule in accordance with the Contract Documents | 3 days | 5 per D&C Failure Event | \$300 | 2 days | Technical Requirements, Division 01, Section 1.2.1.3 and Section 1.2.1.2 |
| 1.15 | Project Controls and Performance Management | Project Schedule | Prepare, submit and update Revised Project Schedule in accordance with the Contract Documents | 3 days | 5 per D&C Failure Event | \$300 | 2 days | Technical Requirements, Division 01, Section 1.2.1.4 and Section 1.2.1.2 |
| 1.16 | Project Controls and Performance Management | Project Schedule | Prepare, submit and update Recovery Schedule in accordance with the Contract Documents | 5 days | 5 per D&C Failure Event | \$300 | 2 days | Technical Requirements, Division 01, Section 1.2.1.5 and Section 1.2.2 |
| 1.17 | Project Controls and Performance Management | Project Schedules | Prepare, submit and update complete Project Schedule Monthly Updates in accordance with the Contract Documents | 2 days | 3 per D&C Failure Event | \$150 | 1 day | Technical Requirements, Division 01, Section 1.2.1.6 and Section 1.2.2 |
| 1.18 | Project Controls and Performance Management | Project Schedules | Prepare, submit and update complete preliminary and final Submittal Schedule for D&C Submittals in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | \$150 | 2 days | Technical Requirements, Division 01, Section 1.2.1.7 and Section 1.2.2 |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|---|--|---|--------------------|--------------------------|---|-------------------|--|
| 1.19 | Project Controls and Performance Management | Project Schedules | Prepare, submit and update complete Look-Ahead Activity Reports in accordance with the Contract Documents | 1 day | 1 per D&C Failure Event | \$50 | 1 day | Technical Requirements, Division 01, Section 1.2.1.8 and Section 1.2.2 |
| 1.20 | Project Controls and Performance Management | Schedule System | Comply with requirements of the Scheduling System | 5 days | 1 per D&C Failure Event | \$50 | 1 day | Technical Requirements, Division 01, Section 1.2.3 |
| 1.21 | Project Controls and Performance Management | Performance Reporting | Prepare, submit and update Monthly Progress Status Report in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | \$150 | 3 days | Technical Requirements, Division 01, Section 1.2.4.1 |
| 1.22 | Project Controls and Performance Management | As-Built Schedules | Prepare, submit and update complete As-Built Schedule and Final Schedule Report in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | \$150 | 3 days | Technical Requirements, Division 01, Section 1.2.5 |
| 1.23 | Project Controls and Performance Management | Time Impact Analysis for Proposed Extensions of Time | Prepare, submit and update Time Impact Analysis for proposed extensions of time in accordance with the Contract Documents | 2 days | 3 per D&C Failure Event | \$150 | 1 day | Technical Requirements, Division 01, Section 1.2.6 |
| 1.24 | Submittal Management | Submittal Management | Prepare, submit and update Initial List of Submittals in accordance with the Contract Documents | 5 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements, Division 01, Section 1.3 |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|-------|----------------------|---|---|--------------------|--------------------------|---|-------------------|--|
| 1. 25 | Submittal Management | Submittal Management | Meet requirements and standards of each Submittal provided to the City and other entities in accordance with the Contract Documents | 5 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements, Division 01, Section 1.3 |
| 1. 26 | Quality Management | Principal Project Company Quality Program | Prepare, submit and update complete Initial PPC Quality Program in accordance with the Contract Documents | 5 days | 5 per D&C Failure Event | - | 3 days | Technical Requirements, Division 01, Section 1.4.1 |
| 1. 27 | Quality Management | Principal Project Company Quality Program | Prepare, submit and update complete subsequent updates to PPC Quality Program in accordance with the Contract Documents | 5 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 01, Section 1.4.1 |
| 1. 28 | Quality Management | Principal Project Company Quality Program | Establish Quality Management System and submit necessary documentation to the City | 5 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 01, Section 1.4.1.2 |
| 1. 29 | Quality Management | Principal Project Company Quality Program | Prepare, submit and update Design Control Procedures in accordance with the Contract Documents | 10 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements, Division 01, Section 1.4.1.3 |
| 1. 30 | Quality Management | Principal Project Company Quality Program | Prepare, submit and update Product Identification and Traceability Procedures in accordance with the Contract Documents | 10 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements, Division 01, Section 1.4.1.4 |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|--------------------|---|--|--------------------|--------------------------|---|-------------------|--|
| 1.31 | Quality Management | Principal Project Company Quality Program | Prepare, submit and update Process Control Procedures in accordance with the Contract Documents | 10 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements, Division 01, Section 1.4.1.5 |
| 1.32 | Quality Management | Principal Project Company Quality Program | Prepare, submit and update Inspection and Testing Procedures in accordance with the Contract Documents | 10 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements, Division 01, Section 1.4.1.6-8 |
| 1.33 | Quality Management | Principal Project Company Quality Program | Prepare, submit and update Control of Nonconforming Work Procedures in accordance with the Contract Documents | 10 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 01, Section 1.4.1.9 |
| 1.34 | Quality Management | Principal Project Company Quality Program | Prepare, submit and update Nonconforming Work Report in accordance with the Contract Documents | 24 hours | 1 per D&C Failure Event | \$50 | 24 hours | Technical Requirements, Division 01, Section 1.4.1.9 |
| 1.35 | Quality Management | Principal Project Company Quality Program | Prepare, submit and update Corrective and Preventive Action Procedures in accordance with the Contract Documents | 5 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 01, Section 1.4.1.10 |
| 1.36 | Quality Management | Principal Project Company Quality Program | Prepare, submit and update Control of Quality Records Procedures in accordance with the Contract Documents | 5 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements, Division 01, Section 1.4.1.11 |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|-------|--------------------|---|---|--------------------|--------------------------|---|-------------------|--|
| 1. 37 | Quality Management | Principal Project Company Quality Program | Prepare, submit and update Quality Audit Procedures in accordance with the Contract Documents | 5 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements, Division 01, Section 1.4.1.12 |
| 1. 38 | Quality Management | Principal Project Company Quality Program | Prepare, submit and update Quality Audit Reports in accordance with the Contract Documents | 3 days | 1 per D&C Failure Event | \$50 | 1 day | Technical Requirements, Division 01, Section 1.4.1.12 |
| 1. 39 | Quality Management | Principal Project Company Quality Program | Prepare, submit and update Training Procedures in accordance with the Contract Documents | 5 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements, Division 01, Section 1.4.1.13 |
| 1. 40 | Quality Management | Principal Project Company Quality Program | Prepare, submit and update Training Records and Certifications in accordance with the Contract Documents | 3 days | 1 per D&C Failure Event | \$50 | 1 day | Technical Requirements, Division 01, Section 1.4.1.13 |
| 1. 41 | Quality Management | Principal Project Company Design Quality | Prepare, submit and update updates to Principal Project Company Design Quality Plan in accordance with the Contract Documents | 5 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 01, Section 1.4.2 |
| 1. 42 | Quality Management | Principal Project Company Design Quality | Prepare, submit and update Monthly PDQP Report in accordance with the Contract Documents | 1 day | 1 per D&C Failure Event | \$50 | 1 day | Technical Requirements, Division 01, Section 1.4.2.1.A |
| 1. 43 | Quality Management | Principal Project Company Design Quality | Prepare, submit and update the Design Progress Tracking Report in accordance with the Contract Documents | 3 days | 1 per D&C Failure Event | \$50 | 2 days | Technical Requirements, Division 01, Section 1.4.2.1.B |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|--------------------|--|---|--------------------|--------------------------|---|-------------------|--|
| 1.44 | Quality Management | Principal Project Company Design Quality | Prepare, submit and update Quantity Estimates in accordance with the Contract Documents | 3 days | 1 per D&C Failure Event | \$50 | 2 days | Technical Requirements, Division 01, Section 1.4.2.1.C |
| 1.45 | Quality Management | Principal Project Company Design Quality | Prepare, submit and update Log of Nonconforming Design Work Reports in accordance with the Contract Documents | 1 day | 1 per D&C Failure Event | \$50 | 1 day | Technical Requirements, Division 01, Section 1.4.2.2.B |
| 1.47 | Quality Management | Principal Project Company Construction Quality | Prepare, submit and update Principal Project Company Construction Quality Plan (PCQP) in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | \$150 | 3 days | Technical Requirements, Division 01, Section 1.4.3 |
| 1.48 | Quality Management | Principal Project Company Construction Quality | Prepare, submit and update Candidate Independent Testing Laboratory Credentials in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | \$150 | 3 days | Technical Requirements, Division 01, Section 1.4.3.1 |
| 1.49 | Quality Management | Principal Project Company Construction Quality | Prepare, submit and update ITL Portable and Satellite Policies and Procedures in accordance with the Contract Documents | 2 days | 3 per D&C Failure Event | \$150 | 0.5 day | Technical Requirements, Division 01, Section 1.4.3.1 |
| 1.50 | Quality Management | Principal Project Company Construction Quality | Prepare, submit and update Material and Equipment Conformance Certifications in accordance with the Contract Documents | 2 days | 1 per D&C Failure Event | \$50 | 0.5 day | Technical Requirements, Division 01, Section 1.4.3.3 |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|------------------------|--|---|--------------------|--------------------------|---|-------------------|---|
| 1.51 | Quality Management | Principal Project Company Construction Quality | Prepare, submit and update Source of Supply Compliance Certifications in accordance with the Contract Documents | 2 days | 1 per D&C Failure Event | \$50 | 0.5 day | Technical Requirements, Division 01, Section 1.4.3.3 |
| 1.52 | Quality Management | Principal Project Company Construction Quality | Prepare, submit and update Construction Quality Work Procedures in accordance with the Contract Documents | 3 days | 1 per D&C Failure Event | \$50 | 1 day | Technical Requirements, Division 01, Section 1.4.3.4 |
| 1.53 | Quality Management | Principal Project Company Construction Quality | Conduct Quality Check Points in accordance with the Contract Documents | 3 days | 1 per D&C Failure Event | \$50 | 1 day | Technical Requirements Division 01, Section 1.4.3.4.B |
| 1.54 | Information Management | Information Management | Prepare, submit and update Information Management Plan (IMP) in accordance with the Contract Documents | 10 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 01, Section 1.6 |
| 1.55 | Information Management | Document Management Software | Prepare, submit and update the Document Management Software in accordance with the Contract Documents | 10 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 01, Section 1.6.1 |
| 1.56 | Information Management | Document Management Software | Conduct instruction session on use of DMS in accordance with the Contract Documents | 10 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements Division 01, Section 1.6.1.F |
| 1.57 | Information Management | Drawing and Engineering Data Changes | Prepare, submit and update design change workflow processes in | 5 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements Division 01, Section 1.6.3 |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|-------|------------------------|-------------------------------|---|--------------------|--------------------------|---|-------------------|--|
| | | | accordance with the Contract Documents | | | | | |
| 1. 58 | Information Management | As-Built Documents | Prepare, submit and update complete As-Built Documents for individual items in accordance with the Contract Documents | 10 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements, Division 01, Section 1.6.4 |
| 1. 59 | Information Management | As-Built Documents | Prepare, submit and update complete aggregated As-Built Documentation prior to Final Acceptance in accordance with the Contract Documents | 10 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 01, Section 1.6.4 |
| 1. 60 | Training | Training | Prepare, submit and update Training Procedures in accordance with the Contract Documents | 10 days | 3 per D&C Failure Event | \$150 | 3 days | Technical Requirements, Division 01, Section 1.7 |
| 1. 61 | Design Management | Design Document Organization | Submit and update design certifications by responsible AOR(s) in accordance with the Contract documents. | 5 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements Division 01, Section 1.8.3 |
| 1. 62 | Design Management | Design Exceptions and Waivers | Prepare, submit and update Deviation requests in accordance with the Contract Documents | 5 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements Division 01, Section 1.8.4 |
| 1. 63 | Design Management | Proprietary Design Reviews | Prepare, submit and update Proprietary Design Reviews in accordance with the Contract Documents | 5 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 01, Section 1.8.5 |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|--------------------------------|------------------------------------|--|--------------------|--------------------------|---|-------------------|---|
| 1.64 | Design Management | Proprietary Design Reviews | Prepare, submit, and update Design Deliverables in accordance with the Contract Documents | 10 days | 5 per D&C Failure Event | \$300 | 5 days | Technical Requirements, Division 01, Section 1.8.5 |
| 1.65 | Design Management | Proprietary Design Reviews | Prepare, submit, and update comment and resolution log for design changes in accordance with the Contract Documents. | 10 days | 3 per D&C Failure Event | \$150 | 10 days | Technical Requirements Division 01, Section 1.8.5.3 |
| 1.66 | Design Management | Release for Construction Documents | Prepare, submit and update RFCDs for approval by City in accordance with the Contract Documents | None | 5 per D&C Failure Event | - | 1 day | Technical Requirements, Division 01, Section 1.8.6 |
| 1.67 | Sustainability | Sustainability | Prepare, submit and update Sustainability Management Plan in accordance with the Contract Documents | 10 days | 3 per D&C Failure Event | \$150 | 3 days | Technical Requirements, Division 01, Section 1.9.1 |
| 1.68 | Building Information Modelling | Building Information Modelling | Prepare, submit and update BIM Project Execution Plan in accordance with the Contract Documents | 10 days | 3 per D&C Failure Event | \$150 | 3 days | Technical Requirements, Division 01, Section 1.10.1.1 |
| 1.69 | Building Information Modelling | Building Information Modelling | Appoint, as needed, a BIM Manager in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | \$500 | 3 days | Technical Requirements, Division 01, Section 1.10.1.3 |
| 1.70 | Construction Management | Construction Security | Prepare, submit and update Project Site Security Plan in accordance with the Contract Documents | 10 days | 3 per D&C Failure Event | \$150 | 3 days | Technical Requirements, Division 01, Section 1.11.2 |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|-------------------------|--|---|--------------------|--------------------------|---|-------------------|---|
| 1.71 | Construction Management | Maintenance of Traffic and Work Restrictions | Comply with requirements for maintenance of traffic and work restrictions in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | \$150 | 3 days | Technical Requirements, Division 01, Section 1.11.3 |
| 1.72 | Construction Management | Maintenance of Traffic and Work Restrictions | Prepare, submit and update a Transportation Management Plan in accordance with the Contract Documents | 10 days | 3 per D&C Failure Event | \$150 | 3 days | Technical Requirements, Division 01, Section 1.11.3.1 |
| 1.73 | Construction Management | Maintenance of Traffic and Work Restrictions | Prepare, submit and update a Traffic Control Plan in accordance with the Contract Documents | 10 days | 3 per D&C Failure Event | \$150 | 3 days | Technical Requirements, Division 01, Section 1.11.3.2.1 |
| 1.74 | Construction Management | Temporary Facilities and Utilities | Prepare, submit and update City Temporary Utility Designs and Engineered Drawings in accordance with the Contract Documents | 5 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements, Division 01, Section 1.11.4.1 |
| 1.75 | Construction Management | Temporary Facilities and Utilities | Provide temporary Project Management Office in accordance with the Contract Documents | 5 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 01, Section 1.11.4.2 |
| 1.76 | Construction Management | Temporary Facilities and Utilities | Provide temporary Construction Management Office in accordance with the Contract Documents | 5 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 01, Section 1.11.4.3 |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|--------------------------------------|--|---|--------------------|--------------------------|---|-------------------|---|
| 1.77 | Construction Management | Project Site Cleaning | Comply with Project Site maintenance requirements in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | \$150 | 3 days | Technical Requirements, Division 01, Section 1.11.6 |
| 1.78 | Construction Management | Final Cleaning | Conduct final cleanup of the Project Site in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | \$150 | 3 days | Technical Requirements, Division 01, Section 1.11.7 |
| 1.79 | Construction Management | City Access Period Make-Ready Requirements | Prepare the IT/Comms Site in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | \$150 | 3 days | Technical Requirements, Division 01, Section 1.11.8 |
| 1.80 | Coordination with Third Parties | Third Party Coordination | Engage a Third Party in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | \$500 | 3 days | Technical Requirements, Division 01, Section 1.12.1 |
| 1.81 | Coordination with Utility Owners | Utility Coordination Work Plan | Prepare, submit and update Coordination Work Plan (UCWP) in accordance with the Contract Documents | 5 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements, Division 01, Section 1.13.1 |
| 1.82 | Coordination with Utility Owners | Utility Project Execution Plan | Prepare, submit and update Utility Project Execution Plan in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | \$150 | 3 days | Technical Requirements, Division 01, Section 1.13.2, |
| 1.83 | Communication and Public Information | Public Outreach and Engagement | Meet requirements to support City Public Outreach and Engagement Program | 3 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements, Division 01, Section 1.15.2.1-2 |
| 1.84 | Communication and Public Information | Public Outreach and Engagement | Prepare, submit and update Public Outreach and Engagement Plan in | 5 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 01, Section 1.15.2.3 |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|-------|---|--|--|--------------------|--------------------------|---|-------------------|--|
| | | | accordance with Contract Documents | | | | | |
| 1. 85 | Asset Management Plan | Asset Management Plan | Prepare, submit and update Asset Management Plan in accordance with the Contract Documents | 10 days | 5 per D&C Failure Event | \$300 | 5 days | Technical Requirements, Division 01, Section 1.16 |
| 1. 86 | Computer Aided Facility Management System (CAFM) | Computer Aided Facility Management System (CAFM) | Utilize Computer Aided Facility Management System in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | \$150 | 3 days | Technical Requirements, Division 01, Section 1.17 |
| 2 | Division 04 - Supplemental Design Criteria | | | | | | | |
| 2. 1 | Supplemental Acoustic Requirements | Proprietary Design Review Deliverables | Comply with submittal requirements for Supplemental Acoustic Requirements for Proprietary Design Review Deliverables in accordance with the Contract Documents | 5 days | 5 per D&C Failure Event | \$300 | 2 days | Technical Requirements, Division 04, Section 1.5 |
| 2. 2 | Supplemental Acoustic Requirements | Proprietary Design Review Deliverables | Prepare, submit and update Testing Report in accordance with the Contract Documents | 5 days | 5 per D&C Failure Event | \$300 | 2 days | Technical Requirements, Division 04, Section 1.5.5 |
| 2. 3 | Seismic Resilience Performance Requirements | Deliverables | Comply with submittal requirements for seismic resilience performance for Proprietary Design | 5 days | 5 per D&C Failure Event | \$300 | 2 days | Technical Requirements, Division 04, Section 2 |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|----------|--|-----------------------------|--|--------------------|--------------------------|---|-------------------|---|
| | | | Review Deliverables in accordance with the Contract Documents | | | | | |
| 4 | Division 10 - SFPW Div 01 General Requirements for Construction | | | | | | | |
| 4.1 | Existing Utility Facilities | Governmental Facilities | Comply with requirements related to Governmental Facilities within excavations in accordance with Contract Documents | 3 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 10, Section 00 73 20 (1.2) |
| 4.2 | Existing Utility Facilities | Non-governmental Facilities | Comply with requirements related to Non-governmental Facilities in accordance with Contract Documents | 3 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 10, Section 00 73 20 (1.3) |
| 4.3 | Utility Crossings | Existing Utility Company | Comply with requirements for supporting working and protecting existing utility company facilities in accordance with Contract Documents | 3 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 10, Section 00 73 21 |
| 4.4 | Special Instructions | General | Comply with requirements associated with Special Instruction in accordance with Contract Documents | 3 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 10, Section 01 12 00 |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|-----|--|----------------------|---|--------------------|--------------------------|---|-------------------|---|
| 4.5 | Overhead Contact System (OS) Isolation Support | General | Comply with requirements associated with overhead contract system isolation support | 3 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 10, Section 01 13 00 |
| 4.6 | Artwork Coordination | Artwork Coordination | Comply with requirements for schedules for Pre-Art Installation Conference, Artwork installation and Artwork acceptance in accordance with the Contract Documents | 5 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 10, Section 01 14 00 (1.3, 1.4) |
| 4.7 | Artwork Coordination | Artwork Coordination | Comply with requirements by the City and artwork acceptance by Principal Project Company in accordance with the Contract Documents | 5 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements, Division 10, Section 01 14 00 (1.5, 1.11) |
| 4.8 | Partnering Procedures | Partnering Training | Attend, complete, and comply with City Partnering Fundamentals Training in accordance with Training Documents | 10 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements, Division 10, Section 01 31 33 (1.6) |
| 4.9 | Partnering Procedures | Partnering Elements | Comply with requirements for partnering in accordance with the Contract Documents | 10 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements, Division 10, Section 01 31 33 (3.2) |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|----------------------------|----------------------------|---|--------------------|--------------------------|---|-------------------|---|
| 4.10 | Photographic Documentation | Photographic Documentation | Comply with requirements for administrative and procedural requirements for construction photographs in accordance with the Contract Documents | 3 days | 3 per D&C Failure Event | \$150 | 1 day | Technical Requirements, Division 10, Section 01 32 33 (3.1A) |
| 4.11 | Environmental Procedures | Submittals | Prepare, submit and update all Submittals to City's Authorized Representative prior to mobilization in accordance with the Contract Documents except those specifically listed in this Table A1 – D&C Failure Event Table with separate Deductions and Noncompliance Points | 3 days | 3 per D&C Failure Event | - | 2 days | Technical Requirements, Division 10, Section 01 35 43 (1.4.A.1) |
| 4.12 | Environmental Procedures | Qualifications | Comply with various qualified personnel | 3 days | 3 per D&C Failure Event | \$1,000 | 2 days | Technical Requirements, Division 10, Section 01 35 43 (1.4.A.2) |
| 4.13 | Environmental Procedures | Submittals | Prepare, submit and update all Submittals to City's Authorized Representative during construction in accordance with the Contract Documents except those specifically listed in this Table A1 – D&C Failure Event Table with | 3 days | 3 per D&C Failure Event | \$300 | 2 days | Technical Requirements, Division 10, Section 01 35 43 (1.4.B) |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|-------|--------------------------|--------------------------------|--|--------------------|--------------------------|---|-------------------|---|
| | | | separate Deductions and noncompliance Points | | | | | |
| 4. 14 | Environmental Procedures | Submittals | Prepare, submit and update all submittals to ERO prior to receiving a final certificate of occupancy | 3 days | 3 per D&C Failure Event | \$1,000 | 2 days | Technical Requirements, Division 10, Section 01 35 43 (1.4.B) |
| 4. 15 | Environmental Procedures | Inspection and Monitoring | Cooperate with inspection and monitoring activities, including providing access and making facilities/ records available | 3 days | 3 per D&C Failure Event | \$300 | 2 days | Technical Requirements, Division 10, Section 01 35 43 (1.5.C) |
| 4. 16 | Environmental Procedures | Off-road equipment and engines | Comply with requirements associated with Administrative Code Section 6.25 and Chapter 25 of the Environment Code | None | 3 per D&C Failure Event | \$100 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (1.5.D) |
| 4. 17 | Environmental Procedures | Tree Protection | Provide adequate protection or selective pruning to trees | None | 3 per D&C Failure Event | \$250 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (1.5.E.1) |
| 4. 18 | Environmental Procedures | Tree Protection | Appropriate presence of Specialty Environmental Monitor - Archaeologist | None | 3 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (1.5.F) |
| 4. 19 | Environmental Procedures | General Construction | Maintain the Project Site and Construction Work areas in a clean and safe condition | None | 3 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (3.1.A) |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|--------------------------|-----------------------|--|--------------------|--------------------------|---|-------------------|---|
| 4.20 | Environmental Procedures | Stockpile Management | Implement stockpile management best practices | 1 day | 3 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (3.2) |
| 4.21 | Environmental Procedures | Dust Control | Ensure dust mitigation measures are in place during construction | None | 3 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (3.3) |
| 4.22 | Environmental Procedures | Dust Control | Comply with grading/ excavation including complying with Site-Specific Dust Control Plan (DCP) | None | 3 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (3.3) |
| 4.23 | Environmental Procedures | Stormwater Management | Maintain effective Project-specific sediments controls | None | 3 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (3.4) |
| 4.24 | Environmental Procedures | Spills and Leaks | Comply with spills and leaks best management practices | None | 3 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (3.5) |
| 4.25 | Environmental Procedures | Emissions-Control | Comply with Emissions- Control best management practices | None | 3 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (3.5) |
| 4.26 | Environmental Procedures | Noise Control | Comply with Noise Control best management practices including preparation of Noise- Control Plan | None | 3 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (3.6) |
| 4.27 | Environmental Procedures | Asbestos | Comply with regulations for construction impacted by Naturally Occurring Asbestos | None | 5 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (3.8) |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|--------------------------|---------------------------|--|--------------------|--------------------------|---|-------------------|--|
| 4.28 | Environmental Procedures | Night Work | Comply with requirements for Night Works in accordance with Contract Documents | None | 3 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (3.10) |
| 4.29 | Environmental Procedures | Bird Protection | Comply with environmental regulations for bird protection | None | 3 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (3.12) |
| 4.30 | Environmental Procedures | Tree Protection | Arrange meeting with City, General Contractor and others prior to commencement of work | 5 days | 1 per D&C Failure Event | \$1,000 | 3 days | Technical Requirements, Division 10, Section 01 35 43 (3.14.A) |
| 4.31 | Environmental Procedures | Tree Protection | Comply with environmental requirements associated with tree management and protection | None | 3 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (3.14) |
| 4.32 | Environmental Procedures | Site Restoration | Comply with environmental requirements associated with site restoration | 5 days | 3 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (3.15) |
| 4.33 | Environmental Procedures | Paleontological Resources | Comply with environmental requirements associated with unanticipated paleontological resources | None | 5 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (3.16) |
| 4.34 | Environmental Procedures | Human Remains | Comply with environmental requirements associated encounter of human remains | None | 5 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (3.17) |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|--------------------------|---|--|--------------------|--------------------------|---|-------------------|--|
| 4.35 | Environmental Procedures | Archaeological Resource Protection | Comply with environmental requirements associated with archaeology protection | None | 3 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (3.18) |
| 4.36 | Environmental Procedures | Historical Cultural Resource Protection | Comply with environmental requirements associated with historical cultural resource protection | None | 3 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (3.19) |
| 4.37 | Environmental Procedures | Vibration Control Plan | Prepare, submit and update Vibration Control Plan in accordance with contract documents | 5 days | 3 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 10, Section 01 35 43 (3.19) |
| 4.38 | Environmental Procedures | Work in Air Pollutant Exposure Zone | Comply with environmental requirements associated with SF Environment Code Chapter 25 | None | 3 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (3.20) |
| 4.39 | Environmental Procedures | Construction Site Runoff Control Permit | Prepare, submit and update Construction Site Runoff Control Permit in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | \$1,000 | 3 days | Technical Requirements, Division 10, Section 01 35 43 (3.21) |
| 4.40 | Environmental Procedures | Construction Site Runoff Control Permit | Comply with requirements and conditions associated with the Construction Site Run off Control Permit | None | 3 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (3.21) |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|--|--|---|--------------------|--------------------------|---|-------------------|---|
| 4.41 | Environmental Procedures | City Water-Quality Permitting | Comply with requirements associated with geotechnical well or soil boring | None | 3 per D&C Failure Event | \$1,000 | 1 day | Technical Requirements, Division 10, Section 01 35 43 (3.23) |
| 4.42 | Hazardous Building Materials - Scope of Work | Hazardous Building Materials - Scope of Work | Prepare, submit and update to City certifications or proof of the environmental trainings in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 10, Section 01 35 44 (1.1-E) |
| 4.43 | Hazardous Building Materials - Scope of Work | Abatement Contractor's Qualifications | Prepare, submit and update Hazardous Materials Management Plan (HMMP) in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 10, Section 01 35 44 (1.4-D) |
| 4.44 | Hazardous Building Materials - Scope of Work | Waste Handling and Characterization | Prepare, submit and update Waste Management Plan (WMP) as specified under Section 02 80 13 Building Related Hazardous Materials Remediation | 5 days | 3 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 10, Section 01 35 44 (1.8-A) |
| 4.45 | Hazardous Building Materials - Scope of Work | Waste Handling and Characterization | Use a bill of lading or non-hazardous waste form in accordance with the Contract Documents when shipping fluorescent lamps to a recycler | 5 days | 3 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 10, Section 01 35 44 (1.8-O) |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|--|--|---|--------------------|--------------------------|---|-------------------|---|
| 4.46 | Hazardous Building Materials - Scope of Work | Waste Handling and Characterization | Provide, Prepare, submit and update Uniform Hazardous Waste Manifest Form for asbestos hazardous waste shipments in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 10, Section 01 35 44 (1.8-Q) |
| 4.47 | Hazardous Building Materials - Scope of Work | Use of Non-Hazardous Waste Manifest for Class II Material or Lesser | Prepare, submit and update the Non-Hazardous Waste Manifest form for the Generator's signature at least 72 hours in advance in accordance with the Contract Documents | 1 day | 5 per D&C Failure Event | \$300 | 0.5 day | Technical Requirements, Division 10, Section 01 35 44 (1.9) |
| 4.48 | Health and Safety Criteria | Health and Safety Plan | Prepare, submit and update a complete Health and Safety Plan (HASP) in accordance with the Contract Documents | 3 days | 5 per D&C Failure Event | - | 1 day | Technical Requirements, Division 10, Section 01 35 45 (1.5) |
| 4.49 | Health and Safety Criteria | Injury and Illness Prevention Programs (IIPP) and Code of Safe Practices (CSP) | Prepare, submit and update Injury and Illness Prevention Programs (IIPP) and Code of Safe Practices (CSP) in accordance with the Contract Documents | 3 days | 3 per D&C Failure Event | \$150 | 1 day | Technical Requirements, Division 10, Section 01 35 45 (1.6) |
| 4.50 | Health and Safety Criteria | Submittals | Prepare, submit and update all other health and safety Submittals apart from HASP, IIPP, and CSP in | 3 days | 3 per D&C Failure Event | \$150 | 1 day | Technical Requirements, Division 10, Section 01 35 45 (1.3A) |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|----------------------------|------------|---|--------------------|--------------------------|---|-------------------|--|
| | | | accordance with the Contract Documents | | | | | |
| 4.51 | Health and Safety Criteria | Submittals | Prepare, submit and update sufficient information, to demonstrate the qualifications and experience of the it's Project Safety Representative (PSR) in accordance with the Contract Documents | 2 days | 3 per D&C Failure Event | \$150 | 1 day | Technical Requirements, Division 10, Section 01 35 45 (1.3B) |
| 4.52 | Health and Safety Criteria | Submittals | Make submissions as required throughout the course of construction - daily inspection reports and records of toolbox meetings in accordance with the Contract Documents | 2 days | 3 per D&C Failure Event | \$150 | 1 day | Technical Requirements, Division 10, Section 01 35 45 (1.3C) |
| 4.53 | Health and Safety Criteria | Submittals | Make submissions as required throughout the course of construction - initial and final incident or Near-miss investigation reports in accordance with the Contract Documents | 1 day | 3 per D&C Failure Event | \$150 | 0.5 day | Technical Requirements, Division 10, Section 01 35 45 (1.3C) |
| 4.54 | Health and Safety Criteria | Submittals | Make submissions as required throughout the course of construction - HASP | 2 days | 3 per D&C Failure Event | \$150 | 1 day | Technical Requirements, Division 10, Section 01 35 45 (1.3C) |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|-------------------------------------|--|--|--------------------|--------------------------|---|-------------------|---|
| | | | modification requests, and others in accordance with the Contract Documents | | | | | |
| 4.55 | Health and Safety Criteria | Project Safety Representative (PSR) | Comply with Project Safety Representative (PSR) | 10 days | 3 per D&C Failure Event | \$150 | 5 days | Technical Requirements, Division 10, Section 01 35 45 (1.7, 1.21) |
| 4.56 | Health and Safety Criteria | Contractor's Asbestos Competent Person | Comply with Asbestos Competent Person (ACP) | 5 days | 3 per D&C Failure Event | \$150 | 2 days | Technical Requirements, Division 10, Section 01 35 45 (1.8) |
| 4.57 | Health and Safety Criteria | Accident Documentation and Reporting | Comply with accident documentation and reporting in accordance with the Contract Documents | 1 day | 3 per D&C Failure Event | \$150 | 0.5 days | Technical Requirements, Division 10, Section 01 35 45 (1.22) |
| 4.58 | Health and Safety Criteria | San Francisco Municipal Transportation Agency (SFMTA) Health and Safety Requirements | Comply with San Francisco Municipal Transportation Agency (SFMTA) Health and Safety Requirements | 5 days | 3 per D&C Failure Event | \$150 | 2 days | Technical Requirements, Division 10, Section 01 35 45 (1.24) |
| 4.59 | Additional Environmental Procedures | Submittals | Prepare, submit and update all submittals in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | - | 3 days | Technical Requirements, Division 10, Section 01 35 50 (Part 2) |
| 4.60 | Additional Environmental Procedures | Execution | Comply with requirements associated with the execution of the additional | None | 3 per D&C Failure Event | - | 1 day | Technical Requirements, Division 10, Section 01 35 50 (Part 3) |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|--------------------------------------|--------------------------------------|--|--------------------|--------------------------|---|-------------------|--|
| | | | environmental procedures | | | | | |
| 4.61 | Temporary Facilities and Controls | Temporary Project Sign | Comply with Temporary Project Sign in accordance with the Contract Documents | 10 days | 1 per D&C Failure Event | \$50 | 5 days | Technical Requirements, Division 10, Section 01 50 00 |
| 4.62 | Material Reduction and Recovery Plan | Material Reduction and Recovery Plan | Prepare, submit and update a Demolition Debris Recovery Plan (DDRP) in accordance with the Contract Documents | 10 days | 5 per D&C Failure Event | \$300 | 5 days | Technical Requirements, Division 10, Section 01 74 50 (1.4) |
| 4.63 | Material Reduction and Recovery Plan | Material Reduction and Recovery Plan | Comply with all provisions for Material Reduction and Recovery Plan including monthly updates and Final Recovery Report | 5 days | 3 per D&C Failure Event | \$150 | 2 days | Technical Requirements, Division 10, Section 01 74 50, (1.5-1.7) |
| 4.64 | Closeout Procedures | Substantial Completion | Prepare, submit and update all Closeout Procedures in accordance with the Contract Documents | 5 days | 5 per D&C Failure Event | - | 3 days | Technical Requirements, Division 10, Section 01 77 00, (1.3) |
| 4.65 | Closeout Procedures | Project Record Documents | Prepare, submit and update the final approved Project Record Drawings to the City Representative prior to Final Acceptance. Refer to Section 01 78 39 - Project Record Documents | 5 days | None | \$300 | 3 days | Technical Requirements, Division 10, Section 01 77 00, (1.6) |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|--|---|--|--------------------|--------------------------|---|-------------------|--|
| 4.66 | Operation and Maintenance Data | Operation and Maintenance Data Requirements | Comply with submittal and scheduling requirements for Operations and Maintenance Data | 5 days | 5 per D&C Failure Event | - | 3 days | Technical Requirements, Division 10, Section 01 78 23, 1.4 |
| 4.67 | Operation and Maintenance Data | Electronic and Hard Copy Formats for O&M Manual | Comply with requirements for submittals of Electronic and Hard Copy Formats for O&M Manual | 5 days | 5 per D&C Failure Event | - | 2 days | Technical Requirements, Division 10, Section 01 78 23, 1.5, 1.6 |
| 4.68 | Operation and Maintenance Data | Instruction of City Personnel | Comply with requirements with respect to training schedules and procedures | 5 days | 3 per D&C Failure Event | - | 3 days | Technical Requirements, Division 10, Section 01 78 23, Section 1.8 |
| 4.69 | Warranties | Warranties | Comply with all warranty requirements in accordance with the Contract Documents | 5 days | None | - | 3 days | Technical Requirements, Division 10, Section 01 78 36, (1.2, 1.3, 1.4) |
| 4.70 | Structure Demolitions | Submittals | Prepare, submit and update all submittals in accordance with the Contract Documents | 3 days | 1 per D&C Failure Event | \$300 | 2 days | Technical Requirements, Division 10, Section 02 41 16 (1.06) |
| 4.71 | Structure Demolitions | Execution | Comply with requirements associated with the execution of structure demolition | None | 3 per D&C Failure Event | \$300 | 1 day | Technical Requirements, Division 10, Section 02 41 16 (Part 3) |
| 4.72 | Hazardous Building Materials Remediation | Submittals | Perform all Hazardous Materials remediation work as per this specification | 5 days | 3 per D&C Failure Event | \$300 | 2 days | Technical Requirements, Division 10, Section 02 80 13 |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|----------|---|---|--|------------------------|--------------------------|---|------------------------|---|
| 4.73 | Environmental Management of Excavated Materials | Environmental Management of Excavated Materials | Comply with requirements for Environmental Management of Excavated Materials | 5 days | 3 per D&C Failure Event | \$300 | 2 days | Technical Requirements, Division 10, Section 02 81 10 |
| 3 | Contracting and Labor Practices | | | | | | | |
| 3.1 | Small Business Enterprise | Good Faith Efforts | No more than 2 failures to meet the requirements in accordance with Section 1.6 of the SBE Plan except for Sections 1.6.13, 1.6.12 and 1.6.10 | 5 days (if applicable) | 1 per D&C Failure Event | \$1,000 | 2 days (if applicable) | SBE Plan, Section 1.6.1-11 |
| 3.3 | Small Business Enterprise | Reporting | Prepare and submit OEPP Updates in accordance with Contract Documents | 7 days | 5 per D&C Failure Event | \$300 | 5 days | SBE Plan, Section 1.5.3 |
| 3.4 | Small Business Enterprise | SBE Trucking Program | Submit a monthly SBE trucking report or submit a monthly report certifying that all Good Faith Efforts have been performed in accordance with the Contract Documents | 7 days | 5 per D&C Failure Event | \$500 | 5 days | SBE Plan, Sections 1.6.11 & 1.10 |
| 3.5 | Small Business Enterprise | Meet & Confer | Conduct a Meet & Confer meeting in accordance with the Contract Documents | 30 days | 3 per D&C Failure Event | \$300 | 5 days | SBE Plan, Section 1.6.10 |
| 3.6 | Small Business Enterprise | Remedies | Conduct Noncompliance meetings in | 7 days | 5 per D&C Failure Event | \$1,000 | 5 days | SBE Plan, Section 1.13 |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|---------------------------|----------------------------|---|--------------------|--------------------------|---|-------------------|--|
| | | | accordance with the Contract Documents | | | | | |
| 3.7 | Small Business Enterprise | Reporting | Prepare and submit reports in accordance with the Contract Documents | 7 days | 5 per D&C Failure Event | \$2,000 | 2 days | SBE Plan, Sections 1.6.13 & 1.11 |
| 3.8 | Small Business Enterprise | Subcontract or Commitments | Utilize and meet the specific commitments made to individual SBE firms in accordance with the Contract Documents | None | None | 10% of the non-utilization portion of the LBE's subcontract amount | N/A | SBE Plan, Sections 1.5., & 1.13 |
| 3.9 | Small Business Enterprise | Subcontract or Commitments | Comply with Section 1.5.4 when terminating a SBE | None | 30 points per incident | \$7,500 | N/A | SBE Plan, Section 1.5.4 |
| 3.10 | Small Business Enterprise | Set-Asides | Meet the Set-Aside Percentage(s) (or demonstrate Good Faith Efforts/OEPP) | None | None | \$50,000 + \$25,000 for every 1% below the requirement | N/A | SBE Plan, Section 1.3.2 |
| 3.11 | Small Business Enterprise | SBE Goals | Meet the Design & Professional Services SBE Goal (or demonstrate Good Faith Efforts/OEPP) in accordance with the Contract Documents | None | None | \$100,000 + \$25,000 for every 1% below the requirement | N/A | SBE Plan, Sections 1.3 & 1.13 |
| 3.13 | Small Business Enterprise | SBE Goals | Meet the Construction SBE Goal (or demonstrate Good Faith Efforts/OEPP) in accordance with the Contract Documents | None | None | \$100,000 + \$25,000 for every 1% below the requirement | N/A | SBE Plan, Sections 1.3 & 1.13 |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|---------------------------------|---|--|--------------------|--------------------------|---|-------------------|--|
| 3.15 | Small Business Enterprise | Contract Provisions | Incorporate Contract Assurances section of the SBE Program | 90 days | 5 per D&C Failure Event | \$300 | 5 days | SBE Plan, Section 1.6.12 |
| 3.16 | Contracting and Labor Practices | Labor Standards | Comply and require all Contractors to comply, with all applicable federal and State labor, occupational safety and health Laws and orders, including payment of prevailing wages | N/A | 3 per D&C Failure Event | - | N/A | Project Agreement, Section 9.8 & Exhibit 16B |
| 3.17 | Contracting and Labor Practices | Labor Standards | Submit to City certified payroll records for all employees of Principal Project Company and Contractors at all tiers for the preceding calendar month | 5 days | 5 per D&C Failure Event | - | N/A | Project Agreement, Section 9.8 |
| 3.18 | Contracting and Labor Practices | Labor Standards | Require that individuals performing the Work be qualified, experienced, competent, and skilled in the performance of the Work and related obligations as per requirement | N/A | 5 per D&C Failure Event | - | N/A | Project Agreement, Section 9.8 |
| 3.19 | Contracting and Labor Practices | Local Hiring Requirements for Construction Work and | Comply with local hiring requirements for Construction Work and Renewal | 5 days | 5 per D&C Failure Event | - | N/A | Project Agreement, Section 9.9 |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|----------|---|--|---|--------------------|--------------------------|---|-------------------|---|
| | | Renewal Work | Work as per requirements | | | | | |
| 3.20 | Contracting and Labor Practices | First Source Hiring Program | Comply with all applicable provisions of the First Source Hiring Program as per requirement | 5 days | 5 per D&C Failure Event | - | N/A | Project Agreement, Section 9.10 |
| 3.21 | Contracting and Labor Practices | SFMTA Employment Training Program | Comply with all applicable provisions of the SFMTA Employment Training Program | 5 days | 5 per D&C Failure Event | - | N/A | Project T Agreement, Section 9.11 |
| 4 | Commissioning and Testing Requirements | | | | | | | |
| 4.1 | Commissioning Provider (CxP) | Commissioning Provider (CxP) appointment | Prepare, submit and update details on the appointment of the CxP entity for review and acceptance by City | 10 days | 3 per D&C Failure Event | \$150 | 5 days | Technical Requirements, Division 6, Section 6.5 |
| 4.2 | Commissioning Scope | Pre-Construction Requirements | Prepare, submit and update Final Commissioning Plan in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | \$150 | 3 days | Technical Requirements, Division 6, Section 6.7.2.1 |
| 4.3 | Commissioning Scope | Pre-Construction Requirements | Maintain Commissioning Issues and Resolution Log in accordance with the Contract Documents | 5 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements, Division 6, Section 6.7.2.3 and 6.7.3.2 |
| 4.4 | Commissioning Scope | Pre-Construction Requirements | Prepare, submit and update training requirements for City personnel in | 10 days | 3 per D&C Failure Event | \$150 | 5 days | Technical Requirements, Division 6, Section 6.7.2.5 |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|---------------------|---------------------------|--|--------------------|--------------------------|---|-------------------|---|
| | | | accordance with the Contract Documents | | | | | |
| 4.5 | Commissioning Scope | Construction Requirements | Provide notice and results of Functional Performance Testing in accordance with the Contract Documents | 5 days | 3 per D&C Failure Event | \$150 | 3 days | Technical Requirements, Division 6, Section 6.7.3.6 |
| 4.6 | Commissioning Scope | Construction Requirements | Prepare, submit and update Commissioning Report in accordance with the Contract Documents | 5 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements, Division 6, Section 6.7.3.7 |
| 4.7 | Commissioning Scope | Construction Requirements | Prepare, submit, and update Operation and Maintenance Manual in accordance with the Contract Documents | 10 days | 5 per D&C Failure Event | \$300 | 5 days | Technical Requirements, Division 6, Section 6.7.3.8 |
| 4.8 | Commissioning Scope | Construction Requirements | Provide Budgeting and Lifecycle Costing Support to the City in accordance with the Contract Documents | 5 days | 1 per D&C Failure Event | \$50 | 3 days | Technical Requirements, Division 6, Section 6.7.3.9 |
| 4.9 | Commissioning Scope | Construction Requirements | Submit and update the Systems Manual in accordance with the Contract Documents | 10 Days | None | \$50 | 10 days | Technical Requirements, Division 6, Section 6.7.4.1 |
| 4.10 | Commissioning Scope | Construction Requirements | Meet requirements associated with the Post Occupancy Review of Building Operations in | 10 days | None | \$150 | 3 days | Technical Requirements, Division 6, Section 6.7.4.3 |

| ID | Main Heading | Subheading | Failure To | Rectification Time | D&C Noncompliance Points | D&C Noncompliance Event Deductions in \$ (for New or Recurred Events) | Recurrence Period | Reference Section(s) of Contract Documents |
|------|--------------------------------|--------------------------------|---|--------------------|--------------------------|---|-------------------|---|
| | | | accordance with the Contract Documents | | | | | |
| 4.11 | Commissioning Scope | Construction Requirements | Meet requirements associated with the Near Warranty End Post Occupancy Review in accordance with the Contract Documents | 10 days | None | \$150 | 3 days | Technical Requirements, Division 6, Section 6.7.4.4 |
| 4.12 | Monitoring-Based Commissioning | Monitoring-Based Commissioning | Prepare, submit and update Monitoring-Based Commissioning procedures in accordance with the Contract Documents | 10 days | 5 per D&C Failure Event | \$300 | 5 days | Technical Requirements, Division 6, Section 6.8 |
| 4.13 | Operational Readiness | Operational Readiness | Prepare, submit and update an integrated Operational Readiness Plan in accordance with the Contract Documents | 5 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 6, Section 6.9. |
| 4.14 | Move- In Services | Move- In Plan | Prepare, submit, and update Move- In Plan in accordance with the Contract Documents | 5 days | 5 per D&C Failure Event | \$300 | 3 days | Technical Requirements, Division 6, Section 6.10. |
| 4.14 | Move- In Services | Move- In Plan | Comply with Move-in Services requirements in accordance with Contract Documents | 5 days | 5 per D&C Failure Event | \$150 | 3 days | Technical Requirements, Division 6, Section 6.10. |

EXHIBIT 4B**AVAILABILITY PAYMENT MECHANISM****1 Availability Payments****1.1 Availability Payment**

Subject to any limitations and exceptions expressly provided in the Agreement, the applicable portions of the Availability Payments shall be paid to the Non-Profit Entity commencing on or after the applicable Payment Commencement Date. The Availability Payment for each Contract Quarter (q) (“AP(q)”) shall be calculated for any period as follows:

$$AP_q = APC_q + (API_q \times ESC_q)$$

Where:

APC_q means the capital portion of the Availability Payment for Contract Quarter q, which shall be equal to \$8,215,261. The APC consists of \$6,315,261 of base capital payments (“**APC_{Base}**”) and \$1,900,000 of date-certain capital payments (“**APC_{DC}**”).

API_q means the index-linked portion of the Availability Payment for Contract Quarter q, which shall be equal to \$92,000.

ESC_q is the escalation factor calculated in accordance with Section 4 (Escalation Factor) of this Exhibit 4B (Availability Payment Mechanism)

1.2 Not Used.**1.3 Availability Payment Prorations**

1.3.1 If in the Contract Quarter in which the Payment Commencement Date falls or in the last Contract Quarter of the Term, a pro rata adjustment shall be made to reflect the actual number of days in the Contract Quarter from and including the Payment Commencement Date (for the first Contract Quarter) and up to and including the last day of the Term (for the last Contract Quarter) for purposes of calculating the Availability Payments.

1.4 Invoicing and Payment of Availability Payments**1.4.1 General**

For each Availability Payment, Non-Profit Entity shall submit an invoice no later than the 10th day of the month immediately following the relevant Contract Quarter in accordance with the process in Section 11.4 (Invoice, Other Amounts and Payment) of the Agreement. Subject to Section 1.4.2, the City will pay Non-Profit Entity the Availability Payment accordance with the process in Section 11.4 (Invoice, Other Amounts and Payments) of the Agreement. For the avoidance of doubt, Non-Profit Entity shall not

submit an invoice for the first Availability Payment before July 1, 2031. Notwithstanding the foregoing, City shall not be obligated to make payment of the first Availability Payment before July 1, 2031 (which is the first full Contract Quarter after April 1, 2031), with such payment to be made in accordance with the process in Section 11.4 (Invoice, Other Amounts and Payment).

1.4.2 D&C Period Residual Amounts Adjustment

The first Availability Payment invoice shall reflect a deduction equal to the certified D&C Period Residual Amounts less \$500,000. This deduction shall be shown as a separate line item labeled “D&C Period Residual Amounts Adjustment” and shall be accompanied by the Collateral Agent’s certification and LTA certificate required under Section 11.10.2 of the Agreement. This adjustment (if applicable) applies only to the first Availability Payment and does not affect subsequent Availability Payments.

2 ESCALATION FACTOR

2.1 The Escalation Factor shall be calculated in accordance with the following formula:

$$ESC_y = \frac{CPI_y}{CPI_0}$$

where:

ESC_y is the escalation factor applicable to the relevant Contract Year **y**;

CPI_y is the most recently published Consumer Price Index value as of the commencement of Contract Year **y**, as published by US Bureau of Labor Statistics, for Urban Consumers, for the San Francisco-Oakland-Hayward, CA areas (All Items). **ESC_y** shall apply to all calculations relating to Contract Year **y**; and

CPI₀ is [●], which represents the prevailing value of Consumer Price Index as of the Effective Date, published by US Bureau of Labor Statistics, for Urban Consumers for the San Francisco-Oakland-Hayward, CA areas (All Items).

EXHIBIT 5

FINANCE DOCUMENTS

- Exhibit 5A: List of Initial Financing Documents
- Exhibit 5B: Form of Direct Agreement
- Exhibit 5C: Intentionally Omitted
- Exhibit 5D: Form of Opinion from City's Legal Counsel
- Exhibit 5E: Form of Opinion from Non-Profit Entity's Legal Counsel
- Exhibit 5F: Base Capital MaxAP Adjustment for Base Interest Rate and Credit Spread Fluctuation
- Exhibit 5G: Financing Document Terms
- Exhibit 5H: Form of Opinion from Principal Project Company's Legal Counsel

EXHIBIT 5A

LIST OF INITIAL FINANCING DOCUMENTS

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PART A: INITIAL FINANCING AGREEMENTS

- That certain collateral agency agreement between Non-Profit Entity and Collateral Agent (acting in its capacity as collateral agent, bond trustee, and securities intermediary), dated as of the date of Financial Close
- That certain bond indenture between the Conduit Issuer and Collateral Agent (acting in its capacity as bond trustee), dated as of the date of Financial Close
- That certain loan agreement between Conduit Issuer and Non-Profit Entity, dated as of the date of Financial Close

PART B: INITIAL SECURITY DOCUMENTS

- That certain Direct Agreement among City, Non-Profit Entity and Collateral Agent, dated as of the date of Financial Close
- That certain Project Implementation Agreement lenders' direct agreement among Non-Profit Entity, Principal Project Company, and Collateral Agent, dated as of the date of Financial Close
- That certain D&C Contractor lenders' direct agreement among Non-Profit Entity, Collateral Agent, D&C Contractor, and D&C Contractor Guarantor, dated as of the date of Financial Close
- That certain borrower security agreement between Non-Profit Entity and Collateral Agent, dated as of the date of Financial Close
- That certain Principal Project Company security agreement between Principal Project Company and Collateral Agent, dated as of the date of Financial Close
- That certain Equity Member pledge agreement between PNC Holdco LLC and Collateral Agent
- That certain Non-Profit Parent pledge agreement between Non-Profit Parent and Collateral Agent, dated as of the date of Financial Close

EXHIBIT 5B

FORM OF DIRECT AGREEMENT

THIS DIRECT AGREEMENT dated as of [_____], 2026 (“**Direct Agreement**”) among the City and County of San Francisco (“**City**”), a municipal corporation, acting by and through the San Francisco Municipal Transportation Agency (“**SFMTA**”), PRG – Potrero Properties LLC (“**Non-Profit Entity**” or “**NPE**”), a Delaware limited liability company whose sole member is Provident Resources Group Inc. (the “**Non-Profit Parent**”), a Georgia non-profit corporation and a tax-exempt entity under Section 501(a) of the Internal Revenue Code as an entity organized under Section 501(c)(3) of the Internal Revenue Code, and U.S. Bank Trust Company, National Association, as trustee or collateral agent (in such capacity, together with its successors in such capacity, the “**Collateral Agent**”) for the Lenders (as defined in the IF DBF Agreement (as defined below)).

WHEREAS

(A) On November 2, 2022, City and Potrero Neighborhood Collective LLC, a limited liability company organized under the laws of the State of Delaware (“**PNC**”), entered into a Predevelopment Agreement for the Potrero Yard Modernization Project (the “**Predevelopment Agreement**”), which is comprised of a transit operations facility (“**Infrastructure Facility**”), and certain interfaces with a mixed-income housing and commercial component (“**Housing and Commercial Component**”);

(B) Further to the engagement of City and PNC under the Predevelopment Agreement, it was determined to deliver the Infrastructure Facility pursuant to a design-build-finance structure;

(C) City and PNC agreed upon the terms provided in the Project Agreement dated as of _____, 2026, between the City and NPE (the “**IF DBF Agreement**”) for the development of the Infrastructure Facility pursuant to the processes described in the Predevelopment Agreement;

(D) The Non-Profit Entity will, in turn, contemporaneously with the execution of this Agreement, enter into a project implementation agreement dated as of the date hereof (the “**Project Implementation Agreement**”) with Potrero Neighborhood Collective LLC (the “**Principal Project Company**” or “**PPC**”) whereby the Principal Project Company will design and build the Project and perform certain support and administrative functions with respect to the financing of the Project, all as more particularly described in the Project Implementation Agreement, and perform on behalf of the Non-Profit Entity certain obligations of the Non-Profit Entity under the IF DBF Agreement;

(E) In order to enable Non-Profit Entity to finance certain activities and certain obligations with respect to the Project, the California Municipal Finance Authority (“**CMFA**”), as the conduit issuer, will issue the bonds, and will loan the bond proceeds to the Non-Profit Entity, on the terms set out in the Financing Agreements and Security Documents, for the purpose of financing the Project, subject to provision of certain assurances from City regarding Lender’s and Collateral Agent’s rights in the event of an Event of Default or NPE Default;

(F) In reliance on such assurances, and on this Direct Agreement, the bonds will be issued and the proceeds made available for the purpose of financing or Refinancing all or part of the Project; and

(G) The execution of this Direct Agreement by City in favor of the Collateral Agent is a condition precedent to the issuance of the bonds and the related loan to Non-Profit Entity.

NOW, THEREFORE, in consideration of the foregoing and the mutual terms and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, each of City, Non-Profit Entity and Collateral Agent hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalized terms used but not otherwise defined in this Direct Agreement and references used but not construed in this Direct Agreement have the respective meanings and constructions assigned to such terms in the IF DBF Agreement. In addition, the following terms have the meanings specified below:

City has the meaning given to it in the Preamble.

City Notice has the meaning given to it in Section 5.1 (City Notice of Termination and Exercise of Remedies; Lender Notice of Intent).

Collateral Agent has the meaning given to it in the Preamble.

Control Agreement means the Control Agreement, dated as of the date hereof, by and among NPE, City and Custodian, with respect to each Allowance Account.

Cure Period means the period starting on the date of the receipt of the City Notice and ending on the earlier of:

- (a) the Step-in Date; and
- (b) 90 days after the expiration of any cure periods provided to Non-Profit Entity under the IF DBF Agreement, provided that:
 - (i) if the Collateral Agent provides a Notice of Intent to City within 30 days of the date of the receipt of the City Notice indicating that the Lenders' intend to proceed to cure the NPE Default(s) or to exercise step-in rights, then the Cure Period will end on the earlier of the Step-in Date and 120 days after the expiration of any cure periods provided to Non-Profit Entity under the IF DBF Agreement; and
 - (ii) if the Collateral Agent is prohibited from curing any non-monetary default or from substituting Non-Profit Entity with the Substituted Entity by any process, stay or injunction issued by any Governmental Entity or pursuant to any bankruptcy or insolvency proceeding or other similar proceeding

involving Non-Profit Entity, then the time period specified herein for curing a default shall be extended for the period of such prohibition.

Custodian means U.S. Bank Trust Company, National Association, as custodian under the Control Agreement.

Default means an Event of Default as defined in any Financing Agreement or any event or circumstance specified in any Financing Agreement which would (with the expiration of a grace period, the giving of notice, the lapse of time, the making of any determination under the Financing Documents or any combination of any of the foregoing) be an Event of Default.

Direct Agreement has the meaning given to it in the Preamble.

Discharge Date means the date on which all of the obligations of Non-Profit Entity under the Financing Documents have been irrevocably discharged in full to the satisfaction of the Collateral Agent.

Event of Default means an Event of Default as defined in any Financing Agreement.

IF DBF Agreement has the meaning given to it in the Recitals.

Lender Notice has the meaning given to it in Section 7.1 (Lender Notice).

Notice of Intent has the meaning given to it in Section 5.4 (City Notice of Termination and Exercise of Remedies; Lender Notice of Intent).

Non-Profit Entity or **NPE** has the meaning given to it in the Preamble.

Predevelopment Agreement has the meaning given to it in the Recitals.

Principal Project Company or **PPC** has the meaning given to it in the Preamble.

Project has the meaning given to it in the Recitals.

Property means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

Revival Date has the meaning given to it in Section 14.1 (Revival of Remedies).

Step-in Date has the meaning given to it in Section 10.1 (Rights and Obligations on Step-in).

Step-in Notice has the meaning given to it in Section 9.1 (Step-in Notice).

Step-in Party has the meaning given to it in Section 9.2 (Step-in Notice).

Step-in Period means the period from and including the Step-in Date until the earliest of:

- (a) the Substitution Effective Date;
- (b) the Step-out Date;

- (c) the date of termination of the IF DBF Agreement by City in accordance with this Direct Agreement and the IF DBF Agreement;
- (d) the date of the expiration or early termination of the Term under the IF DBF Agreement; and
- (e) 12 calendar months after the Step-in Date,

provided, however, that if the Collateral Agent is prohibited from curing any nonmonetary default after the Step-in Date or from substituting Non-Profit Entity with the Substituted Entity by any process, stay or injunction issued by any Governmental Entity or pursuant to any bankruptcy or insolvency proceeding or other similar proceeding involving Non-Profit Entity, then the time periods specified herein for curing a default shall be extended for the period of such prohibition.

Step-out Date means the date upon which the notice period set forth in any Step-out Notice expires.

Step-out Notice has the meaning given to it in Section 11 (Step-out).

Substitute Accession Agreement means the agreement to be entered into by a Substituted Entity pursuant to Section 13.1 (Substitution).

Substituted Entity means any Person selected by Lenders and approved by City in accordance with Section 12 (Substitution Entities and Substitution Proposals) to perform all or a portion of Non-Profit Entity's obligations and succeed to all or a portion of Non-Profit Entity's rights under the Contract Documents.

Substituted PPC Entity means any Person selected by Lenders and approved by City in accordance with Section 18 (Substituted PPC Entity) to perform all or a portion of PPC's obligations and succeed to all or a portion of PPC's rights under the Project Implementation Agreement.

Substitution Effective Date has the meaning given to it in Section 13.1 (Substitution).

Substitution Notice has the meaning given to it in Section 12.2 (Substitution Entities and Substitution Proposals).

1.2 Interpretation

Unless the context otherwise clearly requires:

- (a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined;
- (b) Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;
- (c) The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";

- (d) The word “will” shall be construed to have the same meaning and effect as the word “shall”;
- (e) Any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein);
- (f) Any reference herein to any Person, or to any Person in a specified capacity, shall be construed to include such Person’s successors and assigns or such Person’s successors in such capacity, as the case may be;
- (g) The words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Direct Agreement in its entirety and not to any particular provision hereof;
- (h) All references herein to Sections and Schedules shall be construed to refer to Sections of and Schedules to this Direct Agreement. Any Schedules to this Direct Agreement are an integral part hereof. The provisions of this Direct Agreement shall prevail over the provisions of any Schedules to the extent of any inconsistency;
- (i) The headings used in this Direct Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Direct Agreement; and
- (j) “Winding-up”, “liquidation”, “dissolution”, “insolvency”, “adjustment” or “reorganization” of a Person and references to the “liquidator”, “assignee”, “administrator”, “receiver”, “custodian”, “conservator”, “sequestrator” or “trustee” of a Person shall be construed so as to include any equivalent or analogous proceedings or, as the case may be, insolvency representatives or officers under the law of the jurisdiction in which such Person is incorporated, organized or constituted or any jurisdiction in which such Person or, as the case may be, insolvency representative or officer carries on business including the seeking of winding up, liquidation, dissolution, reorganization, administration, arrangement, adjustment or relief of debtors.

2. REPRESENTATIONS AND WARRANTIES

2.1 City represents and warrants that:

- (a) **Organization; Power and Authority.** City is a charter city and municipal corporation duly organized and validly existing under the Constitution of the State of California. City has full power, right and authority to execute and deliver this Direct Agreement and the IF DBF Agreement; and City has full power, right and authority to perform its obligations under the provisions hereof and thereof.
- (b) **Authorizations, Enforceability.** This Direct Agreement and the IF DBF Agreement have been duly authorized by City, and this Direct Agreement and the IF DBF Agreement constitute legal, valid and binding obligations of City,

enforceable against City in accordance with their terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

- (c) **No Default.** As of the date of the execution of this Direct Agreement, there is no City Default. City is not aware of any NPE Default, and there exists no event or condition of which City has Actual Knowledge that would, with the giving of notice or passage of time or both, constitute such a NPE Default or City Default.

2.2 Non-Profit Entity represents and warrants that:

- (a) **Organization; Power and Authority.** Non-Profit Entity is a limited liability company, duly organized and validly existing under the laws of the State of Delaware and has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right and authority to execute and deliver this Direct Agreement and the IF DBF Agreement; and Non-Profit Entity has the power and authority to perform the provisions hereof and thereof.
- (b) **Authorizations, Enforceability.** This Direct Agreement and the IF DBF Agreement have been duly authorized by Non-Profit Entity, and this Direct Agreement and the IF DBF Agreement constitute legal, valid, and binding obligations of Non-Profit Entity, enforceable against Non-Profit Entity in accordance with their terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the enforcement of creditors' rights generally; and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3 The Collateral Agent represents and warrants that:

- (a) **Organization; Power and Authority.** The Collateral Agent is a national banking association duly organized and validly existing under the laws of the United States of America and has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right and authority to execute and deliver this Direct Agreement and to perform each and all of the obligations of the Collateral Agent provided for under this Direct Agreement.
- (b) **Authorizations, Enforceability.** This Direct Agreement has been duly authorized by the Collateral Agent, and this Direct Agreement constitutes a legal, valid and binding obligation of the Collateral Agent, enforceable against the Collateral Agent in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). The Collateral Agent is duly authorized by the Lenders to enter into this Direct Agreement on behalf of the Lenders and to validly bind the Lenders to the terms and conditions hereof.

3. CONDITIONS AND LIMITATIONS RESPECTING LENDERS' RIGHTS

- 3.1** No Lender shall be entitled to the rights, benefits and protections of this Direct Agreement unless and until City has received a copy (certified as true and correct by the Collateral Agent) of the Financing Agreements and Security Documents bearing, if applicable, the date and instrument number or book and page of recordation or filing thereof, including a copy of a specimen bond, note or other obligation (certified as true and correct by the Collateral Agent) secured by such Security Document, together with written notice of the address of the Collateral Agent to which notices may be sent. In the event of an assignment of any such Financing Agreement (excluding any instrument described under subsection (b) of the definition of Financing Agreement) or Security Document, such assignment shall not be subject to the terms of this Direct Agreement unless and until City has received prior written notice and a certified copy thereof, which copy shall, if required to be recorded, bear the date and instrument number or book and page of recordation thereof, together with written notice of the assignee thereof to which notices may be sent. In the event of any change in the identity of the Collateral Agent, such change shall not be binding upon City unless and until City has received a written notice thereof signed by the replaced and substitute Collateral Agent and setting forth the address of the substitute Collateral Agent to which notices may be sent.
- 3.2** Neither the Collateral Agent nor the Lenders shall exercise any right it may have pursuant to any Financing Documents to assign, transfer or otherwise dispose of any right, title or interest it may have in, or obligations it may have pursuant to, the Financing Documents to the extent the exercise of such rights would constitute a Refinancing and Non-Profit Entity has failed to comply with the requirements of Section 4.4 (Refinancing) of the IF DBF Agreement.
- 3.3** No Security Document or other instrument purporting to mortgage, pledge, encumber, or create a lien, charge or security interest on or against NPE's Interest shall extend to or affect the fee simple interest of City in the Project or the Site or improvements thereto or City's rights or interests under the Contract Documents.
- 3.4** City shall not have any obligation to any Lender pursuant to the IF DBF Agreement, except for the express obligations to Lenders set forth in this Direct Agreement or any other instrument or agreement signed by City in favor of such Lender or Collateral Agent, provided that the Collateral Agent has notified City of the existence of its Security Documents.
- 3.5** Each Financing Agreement and Security Document shall require that the Collateral Agent deliver to City, concurrently with delivery to Non-Profit Entity or any other Person, any notice of default or notice of election or enforcement of remedies, including an election to sell or foreclose, notice of sale or foreclosure or other notice required by Law or by the Security Document in connection with the exercise of remedies under the Financing Agreement or Security Document.

4. AGREEMENTS, CONSENT TO SECURITY AND SUBORDINATION OF SECURITY

- 4.1** City acknowledges notice and receipt of copies of the Initial Financing Documents and Initial Security Documents. Notwithstanding anything in the IF DBF Agreement to the contrary, but subject to Section 3 (Conditions and Limitations Respecting Lenders' Rights), City:

- (a) consents to (i) the assignment by Non-Profit Entity to the Collateral Agent of all of NPE's Interest, (ii) the granting by each Equity Member to the Collateral Agent of a security interest in such Equity Member's equity interest in Non-Profit Entity and in PPC, and (iii) the assignment by PPC to the Collateral Agent of all of the PPC's interest in the Project Implementation Agreement, in each case pursuant to the terms and provisions of the applicable Initial Security Documents; and
- (b) agrees that such collateral assignment and grant of security interests in and first lien over all of the NPE's Interest and the PPC's interest in the Project Implementation Agreement pursuant to the Initial Security Documents and the grant of the security interest by each Equity Member in its equity interests in Non-Profit Entity or PPC pursuant to such Security Documents, and the execution by Non-Profit Entity and City of this Direct Agreement and the performance of their respective obligations hereunder, in each case, does not (i) constitute a NPE Default or any other breach by Non-Profit Entity of the Contract Documents, (ii) with the giving of notice or lapse of time, or both, constitute a NPE Default or any other breach by Non-Profit Entity of the IF DBF Agreement, or (iii) require the consent of City except as provided herein.

4.2 Except as expressly contemplated in the IF DBF Agreement as of the Effective Date thereof, while any Security Document is in effect, no agreement between City and Non-Profit Entity for the modification or amendment of the IF DBF Agreement that in any way could reasonably be expected to have a material adverse effect on the rights or interests of the Lender(s) shall be binding on the Lender(s) under such Security Document without the Collateral Agent's consent.

4.3 As long as any Project Debt secured by any Security Document shall remain outstanding, City shall promptly provide the Collateral Agent with a copy of any notice it sends to Non-Profit Entity concerning an actual or potential NPE Default.

4.4 Except as set forth in this Direct Agreement, City shall not be precluded from or delayed in exercising any remedies, including termination of the IF DBF Agreement and City's rights to cure NPE Default at Non-Profit Entity's expense; provided, however, City shall not be entitled to exercise its right of termination for failure to cure a Persistent NPE Default owing to Noncompliance Points accumulated prior to such Step-in Period.

4.5 Neither City nor any officer, employee, agent or representative of City shall have any liability whatsoever for payment of the principal sum of any Project Debt, any other obligations issued or incurred by Non-Profit Entity or a NPE-Related Entity in connection with the IF DBF Agreement or the Project, or any interest accrued thereon or any other sum secured by or accruing under any Financing Document. Except for a violation by City of its express obligations to Lenders under this Direct Agreement, no Lender is entitled to seek any damages or other amounts from City, whether for Project Debt or any other amount. City's review of any Financing Documents or other Project financing documents is not a guarantee or endorsement of the Project Debt, any other obligations issued or incurred by Non-Profit Entity or a NPE-Related Entity in connection with the IF DBF Agreement or the Project, and is not a representation, warranty or other assurance as to the ability of Non-Profit Entity or a NPE-Related Entity to perform its obligations with respect to the Project Debt or any other obligations issued or incurred by Non-Profit Entity or a NPE-Related Entity in connection with the IF DBF Agreement or the Project, or as to the adequacy of the Payments to provide for payment of the Project Debt or any other obligations issued or incurred by Non-Profit

Entity in connection with the IF DBF Agreement or the Project. The foregoing does not affect City's liability to Non-Profit Entity under Article 17 (Termination) of the IF DBF Agreement for Termination Compensation that is measured in whole or in part by outstanding Project Debt.

4.6 The Collateral Agent consents to the grant of security by Non-Profit Entity to City of a first priority security interest in each Allowance Account.

5. CITY NOTICE OF TERMINATION AND EXERCISE OF REMEDIES; LENDER NOTICE OF INTENT

5.1 City shall give the Collateral Agent written notice (a "**City Notice**"):

- (a) promptly upon obtaining Actual Knowledge of the occurrence of any event giving rise to a NPE Default, City's right to terminate or give notice terminating the IF DBF Agreement pursuant to Section 17.3.1 (NPE Defaults Triggering City Termination Rights) of the IF DBF Agreement, or exercise any rights under Sections 16.2.4 (Remedies for Failure to Meet Safety Standards or Perform Safety Compliance), 16.2.5 (City Step-in Rights) or 16.2.7.1 of the IF DBF Agreement; or
- (b) promptly upon obtaining Actual Knowledge of the occurrence of any event giving rise to City's right to suspend its performance (including in connection with any insolvency or bankruptcy proceeding in relation to Non-Profit Entity) under the IF DBF Agreement.

5.2 A City Notice shall specify:

- (a) the unperformed obligations of Non-Profit Entity under the IF DBF Agreement and grounds for termination of, or suspension of performance or the other rights all as referred to in Sections 17.3.1 (NPE Defaults Triggering City Termination Rights), 16.2.4 (Remedies for Failure to Meet Safety Standards or Perform Safety Compliance), 16.2.5 (City Step-in Rights) or 16.2.7.1 under the IF DBF Agreement, in detail sufficient to enable the Collateral Agent to assess the scope and amount of any liability of Non-Profit Entity resulting therefrom;
- (b) any other unperformed obligations of Non-Profit Entity of which City obtains Actual Knowledge as of the date of such City Notice;
- (c) all amounts due and payable by Non-Profit Entity to City under the IF DBF Agreement on or before the date of such City Notice and which remain unpaid at such date and the nature of Non-Profit Entity's obligation to pay such amounts; and
- (d) the amount of Non-Profit Entity's payment obligation to City that City reasonably foresees will arise during the applicable Cure Period.

5.3 City shall update its City Notice to reflect unperformed obligations of Non-Profit Entity under the IF DBF Agreement that have been identified or that have arisen and amounts payable by Non-Profit Entity to City that become due, in each case, after the date of the City Notice but prior to the proposed Step-in Date.

5.4 Within 30 days of the date of receipt of the City Notice, the Collateral Agent shall provide City with notice, via written correspondence and email, of the intent of the Lenders' and shall indicate in such notice whether the Lenders' intend to proceed to cure the NPE Default(s) or to exercise step-in rights (a "**Notice of Intent**"). The hardcopy Notice of Intent shall be sent to City via certified or registered mail, return receipt requested.

6. REVENUE ACCOUNT

Subject to the Collateral Agent directing otherwise in accordance with this Direct Agreement, Non-Profit Entity irrevocably directs City to remit all amounts due and owing to Non-Profit Entity under the IF DBF Agreement directly to the Revenue Account.

7. LENDER NOTICE

7.1 The Collateral Agent shall give City notice (a "**Lender Notice**") via written correspondence and email, with a hardcopy and electronic copy to Non-Profit Entity, promptly upon becoming aware of the occurrence of any Default or Event of Default (whether or not a City Notice has been served relating to the same event). The hardcopy Lender Notice shall be sent to City via certified or registered mail, return receipt requested.

7.2 The Collateral Agent shall specify in any Lender Notice the circumstances and nature of the Default or Event of Default to which Lender Notice relates.

7.3 Unless directed otherwise by the Collateral Agent pursuant to Section 7.4, City shall, following receipt of a Lender Notice of the occurrence of any Event of Default and until further notice from the Collateral Agent pursuant to Section 7.8, continue to make any payments required to be made by City to Non-Profit Entity under the IF DBF Agreement, including any payment of any termination sum calculated in accordance with Article 17 (Termination) of the IF DBF Agreement, to the Revenue Account.

7.4 The Collateral Agent may direct City to make the payments described in Section 7.3 to an alternate account designated by the Collateral Agent by providing written notice to City specifying the following information with respect to the account: (a) account details and wiring instructions; and (b) the name, title, mailing address, telephone number, fax number, and email address of the individual responsible for administering the account. City shall have no liability, whatsoever, for any delay in processing any payment request pursuant to this Section 7.4, provided that such delay does not extend 20 days beyond the date of City's certified, return-receipt or registered mail receipt of the Lender Notice.

7.5 All sums paid as provided in Sections 7.3 and 7.4 shall be deemed paid to Non-Profit Entity under the IF DBF Agreement and shall constitute a complete discharge of City's relevant payment obligations to Non-Profit Entity.

7.6 The Collateral Agent shall promptly notify City via written correspondence and email of any decision to accelerate amounts outstanding under the Financing Documents or to exercise any enforcement remedies under the Financing Documents.

7.7 Neither the Collateral Agent nor the Lender shall exercise any right it may have pursuant to the Security Documents to assign, transfer or otherwise dispose of any right, title or interest it may have in, or obligations it may have pursuant to, the Security Documents to the extent

the exercise of such rights would constitute a Refinancing and Non-Profit Entity has failed to comply with the requirements of Section 4.4 (Refinancing) of the IF DBF Agreement.

- 7.8** The Collateral Agent shall promptly notify City via written correspondence and email, with a hardcopy and electronic copy to Non-Profit Entity, of a full cure of an Event of Default that is the subject of a Lender Notice.
- 7.9** Following receipt of a Lender Notice of the occurrence of an Event of Default until delivery of a further notice under Section 7.8 with respect to any full cure of such Event of Default, the Collateral Agent shall have the right to deliver to City a Step-in Notice as provided in Section 9 (Step-in Notice).

8. NO TERMINATION DURING CURE PERIOD

8.1 City agrees not to take any of the following actions prior to the expiration of any applicable Cure Period:

- (a) terminate or give notice terminating the IF DBF Agreement or exercise any rights under Sections 10.4 (Letters of Credit), 10.5 (Guarantees), 16.2.4 (Remedies for Failure to Meet Safety Standards or Perform Safety Compliance), 16.2.5 (City Step-in Rights), 16.2.7 (Performance Bond), 16.2.8 (Suspension of Work), 16.2.9 (Other Rights and Remedies) or 17.3.1 (NPE Defaults Triggering City Termination Rights) of the IF DBF Agreement or in respect of the Project Implementation Agreement or D&C Contract;
- (b) suspend its performance (including with respect to (i) payments required to be made to Non-Profit Entity to the Revenue Account or to an alternate account designated by the Collateral Agent in accordance with Section 7.4 (Lender Notice), or (ii) any insolvency or bankruptcy proceeding in relation to Non-Profit Entity) under the IF DBF Agreement; and
- (c) take or support any action for the liquidation, bankruptcy, administration, receivership, reorganization, dissolution or winding up of Non-Profit Entity or for the composition or readjustment of Non-Profit Entity's debts, or any similar insolvency procedure in relation to Non-Profit Entity, or for the appointment of a receiver, trustee, custodian, sequestrator, conservator, liquidator, administrator or similar official for Non-Profit Entity or for any part of Non-Profit Entity's property;

provided that such agreement of City shall not prevent City from taking actions which are permitted under this Direct Agreement on a Revival Date in respect of any other prior NPE Default or other breach by Non-Profit Entity of the IF DBF Agreement which has occurred and has not been remedied or waived.

8.2 During any Cure Period, without giving a Step-in Notice, the Collateral Agent shall have the right (but shall have no obligation), at its sole option and discretion, to perform or arrange for the performance of any act, duty, or obligation required of Non-Profit Entity under the IF DBF Agreement, or to cure any default of Non-Profit Entity thereunder, which performance by the Collateral Agent shall be accepted by City in lieu of performance by Non-Profit Entity and in satisfaction of Non-Profit Entity's obligations under the IF DBF Agreement. To the extent that any default of Non-Profit Entity under the IF DBF Agreement is cured and/or any

payment liabilities or performance obligations of Non-Profit Entity are performed by the Collateral Agent during the Cure Period, such action shall discharge the relevant liabilities or obligations of Non-Profit Entity to City. Subject to the terms of this Direct Agreement, the Collateral Agent's right to cure any default of Non-Profit Entity as provided in this Section 8.2 may be exercised after the expiration of relevant cure period granted to Non-Profit Entity in Section 16.1.2 (Default Notice and Cure Periods) of the IF DBF Agreement, provided that the cure occurs within the Cure Period. Curing of any NPE Default by the Collateral Agent shall not be construed as an assumption by the Collateral Agent of any obligations, covenants or agreements of Non-Profit Entity under the Contract Documents, except to the extent the Collateral Agent has exercised step-in rights or proposed a Substitute Entity and otherwise as set forth in this Direct Agreement.

9. STEP-IN NOTICE

9.1 Upon the issuance of a City Notice or a Lender Notice of the occurrence of any Event of Default, the Collateral Agent may give a written notice (a "**Step-in Notice**") under this Section 9 (Step-in Notice) to City at any time during the Cure Period in the case of the issuance of a City Notice or at any time following the receipt by City of a Lender Notice, provided that the Event of Default to which Lender Notice relates is continuing.

9.2 The Collateral Agent shall nominate, in the Step-in Notice: (a) the Collateral Agent, a Lender or any of their respective Affiliates; or (b) any Person, subject to approval by City in accordance with Section 12 (Substitution Entities and Substitution Proposals), and the person so nominated being referred to as the "**Step-in Party**."

10. RIGHTS AND OBLIGATIONS ON STEP-IN

10.1 On and from the date of the receipt of the Step-in Notice and the approval of City to the appointment of the Step-in Party if required by Section 9.2 (the "**Step-in Date**") and during the Step-in Period, the Step-in Party shall be:

- (a) entitled to exercise and enjoy the rights and powers expressed to be assumed by or granted to Non-Profit Entity under the IF DBF Agreement and this Direct Agreement;
- (b) entitled to exercise and enjoy the rights and powers expressed to be assumed by or granted to a Step-in Party under this Direct Agreement; and
- (c) liable for the performance of all of Non-Profit Entity's obligations under the IF DBF Agreement and this Direct Agreement arising on or after the Step-in Date.

10.2 Without prejudice to Section 14 (Revival of Remedies), during the Step-in Period, City shall:

- (a) not terminate or give notice terminating the IF DBF Agreement or exercise any rights under Sections 10.4 (Letters of Credit), 10.5 (Guarantees), 16.2.4 (Remedies for Failure to Meet Safety Standards or Perform Safety Compliance), 16.2.5 (City Step-in Rights), 16.2.7 (Performance Bond), 16.2.8 (Suspension of Work), 16.2.9 (Other Rights and Remedies), or 17.3.1 (NPE Defaults Triggering City Termination Rights) of the IF DBF Agreement or in respect of the Project Implementation Agreement or D&C Contract, unless the grounds for termination

or giving notice of termination pursuant to Section 17.3.1 (NPE Defaults Triggering City Termination Rights) of the IF DBF Agreement or exercising its rights under the above listed sections of the IF DBF Agreement are failure by the Step-in Party to perform Non-Profit Entity's obligations under the IF DBF Agreement;

- (b) not suspend its performance (including in connection with any insolvency or bankruptcy proceeding in relation to Non-Profit Entity) under the IF DBF Agreement, unless the grounds for suspension of performance are failure by the Step-in Party to perform Non-Profit Entity's obligations under the IF DBF Agreement;
- (c) not take or support any action for the liquidation, bankruptcy, administration, receivership, reorganization, dissolution or winding up of Non-Profit Entity or for the composition or readjustment of Non-Profit Entity's debts, or any similar insolvency procedure in relation to Non-Profit Entity, or for the appointment of a receiver, trustee, custodian, sequestrator, conservator, liquidator, administrator or similar official for Non-Profit Entity or for any part of Non-Profit Entity's property;
- (d) continue to make payments required to be made to Non-Profit Entity under the IF DBF Agreement to the Revenue Account or to an alternate account designated by the Collateral Agent in accordance with Section 7.4 (Lender Notice), so long as the Step-in Party performs Non-Profit Entity's obligations under the IF DBF Agreement; and
- (e) endorse or pay over, as directed by the Collateral Agent, any checks received by City with respect to, or funds drawn by City under, the Performance Bond or the D&C Contractor Guaranty; provided that the Collateral Agent reimburses City for any Losses incurred by City in attempting to cure the NPE Default as and to the extent: (i) City is entitled to such reimbursement pursuant to the IF DBF Agreement; (ii) City has promptly notified the Collateral Agent of such Losses at or prior to the time of endorsement or payment and (iii) the Collateral Agent's obligation to reimburse City for such Losses does not exceed the proceeds from any such security.

10.3 City shall owe its obligations under the IF DBF Agreement and this Direct Agreement to Non-Profit Entity and the Step-in Party jointly; provided that:

- (a) the receipt of, or performance by City in favor of, either such Step-in Party or Non-Profit Entity shall be a good and effective discharge of City's obligations under this Direct Agreement and the IF DBF Agreement;
- (b) the Collateral Agent shall be entitled at any time by notice in writing to City to direct (such direction being binding on the Collateral Agent, City and Non-Profit Entity) that, at all times during the Step-in Period, the Step-in Party shall be solely entitled to make any decisions, to give any directions, approvals or consents, to receive any payments or otherwise to deal with City under the IF DBF Agreement and this Direct Agreement; and

- (c) any amount due from Non-Profit Entity to City under the IF DBF Agreement or this Direct Agreement as of the Step-in Date and notified to such Step-in Party prior to the Step-in Date shall be paid to City on the Step-in Date, failing which City shall be entitled to exercise its rights under the IF DBF Agreement in respect of the amount so due and unpaid.

10.4 Non-Profit Entity shall not be relieved from any of its obligations under the IF DBF Agreement or this Direct Agreement, whether arising before or after the Step-in Date, by reason of the Step-in Party exercising the rights provided herein, except to the extent provided in Section 8.2 (No Termination During Cure Period) and Section 11 (Step-out).

11. STEP-OUT

A Step-in Party may, at any time, by giving not less than 30 days' prior written notice ("**Step-out Notice**") to City terminate its obligations to City under this Direct Agreement, in which event such Step-in Party shall be released from all obligations under this Direct Agreement, except for any obligation or liability of the Step-in Party arising during the Step-in Period. The obligations of City to the Step-in Party under this Direct Agreement shall also terminate on the Step-out Date. For the avoidance of doubt, the Step-out Date shall not be earlier than 30 days after the date of the Step-out Notice. Notwithstanding the foregoing, this Direct Agreement shall continue to remain effective according to its terms after the Step-out Date if the Step-in Party is the Collateral Agent or a Lender.

12. SUBSTITUTION ENTITIES AND SUBSTITUTION PROPOSALS

12.1 Any payment to be made or action to be taken by the Collateral Agent as a prerequisite to keeping the IF DBF Agreement in effect shall be deemed properly to have been made or taken by the Collateral Agent if such payment is made or action is taken by a Substituted Entity proposed by the Collateral Agent and reasonably approved by City. City shall have no obligation to recognize any claim to NPE's Interest by any person or entity that has acquired NPE's Interest by, through, or under any Security Document or whose acquisition shall have been derived immediately from any holder thereof, unless such person or entity is a Substituted Entity reasonably approved by City in accordance with this Section 12 (Substitution Entities and Substitution Proposals).

12.2 The Collateral Agent may give a notice ("**Substitution Notice**") under this Section 12 (Substitution Entities and Substitution Proposals) in writing to City at any time:

- (a) during any Cure Period;
- (b) during any Step-in Period; or
- (c) after delivery of a Lender Notice of the occurrence of any Event of Default and prior to delivery by the Collateral Agent to City of a further notice under Section 7.9 (Lender Notice).

12.3 In any Substitution Notice, the Collateral Agent shall notify City that it intends to designate a Substituted Entity.

12.4 The Collateral Agent shall, as soon as practicable, provide to City the information regarding the proposed Substituted Entity and any third party entering into a material

subcontract with such Substituted Entity as required by this Section 12 (Substitution Entities and Substitution Proposals), including:

- (a) the name and address of the proposed Substituted Entity;
- (b) the names of the proposed Substituted Entity's shareholders or members and the share capital or partnership or membership interests, as the case may be, held by each of them;
- (c) the manner in which the proposed Substituted Entity will be financed and the extent to which such financing is committed;
- (d) copies of the proposed Substituted Entity's most recent financial statements (and if available such financial statements shall be for the last three financial years) or in the case of a newly-formed special purpose company its opening balance sheet;
- (e) a copy of the proposed Substituted Entity's formation documents;
- (f) details of the resources available to the proposed Substituted Entity and the proposed Substituted Entity's appropriate qualifications, experience and technical competence available to the proposed Substituted Entity to enable it to perform the obligations of Non-Profit Entity under the IF DBF Agreement;
- (g) the names of the proposed Substituted Entity's directors and any key personnel who will have responsibility for the day-to-day management of its participation in the Project;
- (h) a rectification plan providing details of the plan to rectify Non-Profit Entity's breaches with respect to the breaches which are capable of being rectified by the Substituted Entity;
- (i) such other information, evidence and supporting documentation concerning the identity, financial resources, pre-qualifications, experience and potential conflicts of interest of the proposed Substituted Entity and its contractors as City may reasonably request; and
- (j) such evidence of organization, authority, incumbency certificates, certificates regarding debarment or suspension, and other certificates, representations and warranties as City may reasonably request.

12.5 City will approve or disapprove a proposed Substituted Entity within 60 days after it confirms receipt from the Collateral Agent of a request for approval together with the information required under Section 12.4. City will evaluate the financial resources, qualifications, experience and potential conflicts of interest of the proposed Substituted Entity and its contractors using the same standards and criteria that it is then currently applying, or if there is no current application, then the same standards and criteria it most recently applied, to the evaluation of Persons responding to City's requests for qualifications for concession or similar agreements for comparable projects and facilities.

12.6 City shall have no obligation to approve the proposed Substituted Entity:

- (a) unless the Collateral Agent demonstrates to City's reasonable satisfaction that:
 - (i) the proposed Substituted Entity and its contractors collectively have the financial resources, qualifications and experience to timely perform Non-Profit Entity's obligations under the Contract Documents and Key Contracts to which Non-Profit Entity is a party; (ii) the proposed Substituted Entity and its contractors, each of their respective direct and indirect beneficial owners, any proposed key personnel, each of their respective officers and directors and each of their respective affiliates have a good and sound background and reputation (including the absence of criminal, civil or regulatory claims or actions against any such Person, and each such Person's adherence to Good Industry Practice, contract terms and applicable standards regarding past or present performance on comparable projects); and (iii) the proposed Substituted Entity and its contractors are in compliance with City's rules, regulations and adopted written policies regarding pre-qualification and organizational conflicts of interest;
- (b) if there are unremedied breaches under the IF DBF Agreement and there is no rectification plan reasonably acceptable to City with respect to the breaches which are capable of being rectified by the Substituted Entity; and
- (c) if any proposed security interests to be granted by the proposed Substituted Entity to the Collateral Agent and/or the Lender in addition to (or substantially different from) the security interests granted to the Collateral Agent and/or the Lender under the Initial Financing Documents materially and adversely affect the ability of the Substituted Entity to perform Non-Profit Entity's obligations under the Contract Documents or have the effect of increasing any liability of City, whether actual or potential (unless a Rescue Refinancing is concurrently proposed, in which case the Lenders' Liabilities may increase by up to 10%).

12.7 If the City fails to give its approval or disapproval within 60 days of the date on which the City receives the information specified in Section 12.4 in respect of any proposed Substituted Entity, the Collateral Agent shall provide a second notice to City requesting approval or disapproval of the Substituted Entity within five Business Days after City's receipt of such second notice, and if City fails to give its approval or disapproval within such five Business Days, City's approval shall be deemed to have been given.

12.8 The Collateral Agent may request approval of more than one Substituted Entity. The Collateral Agent may request approval at any time or times. Any approval by City of a Substituted Entity shall expire (unless otherwise agreed in writing by City) one year after the approval is issued if the Substituted Entity has not succeeded to NPE's Interest within that period of time. City may revoke an approval if at any time prior to succeeding to NPE's Interest the Substituted Entity ceases to be in compliance with City's rules and regulations regarding organizational conflicts of interest. If the Substituted Entity succeeds to NPE's Interest, then City shall not be entitled to terminate for failure to cure a Persistent NPE Default prior to replacement by the Substituted Entity, provided the Persistent NPE Default is cured by the Substituted Entity as quickly as practicable using commercially reasonable efforts. Once the Persistent NPE Default has been cured, City shall cancel any Noncompliance Points accrued prior to succession.

12.9 Notwithstanding the foregoing, any entity that is wholly owned by a Lender or group of Lenders shall be deemed a Substituted Entity, without necessity for City approval, upon delivery to City of documentation proving that the entity is duly formed, validly existing and

wholly owned by the Lender, including a certificate signed by a duly authorized officer of each Lender in favor of City certifying, representing and warranting such ownership.

13. SUBSTITUTION

13.1 If City approves (or is deemed to have approved) a Substitution Notice pursuant to Section 12 (Substitution Entities and Substitution Proposals), the Substituted Entity named therein shall execute a duly completed Substitute Accession Agreement substantially in the form attached to this Direct Agreement as Schedule A and submit it to City (with a copy thereof to the other parties to this Direct Agreement) and such assignment shall become effective on and from the date on which City countersigns the Substitute Accession Agreement (the “**Substitution Effective Date**”) or the date that is 10 Business Days after the date City receives the completed and compliant Substitution Accession Agreement if City fails to sign the Substitution Accession Agreement.

13.2 As of the Substitution Effective Date:

- (a) such Substituted Entity shall become a party to the IF DBF Agreement and this Direct Agreement in place of Non-Profit Entity who shall be immediately released from its obligations arising under, and cease to be a party to, the IF DBF Agreement and this Direct Agreement from and after Substitution Effective Date;
- (b) all of Non-Profit Entity’s obligations and liabilities under the IF DBF Agreement and under this Direct Agreement arising from and after the Substitution Effective Date shall be immediately and automatically transferred to the Substituted Entity;
- (c) such Substituted Entity shall exercise and enjoy the rights and perform the obligations of Non-Profit Entity under the IF DBF Agreement and this Direct Agreement; and
- (d) City shall owe its obligations (including any undischarged liability with respect to any loss or damage suffered or incurred by Non-Profit Entity prior to the Substitution Effective Date) under the IF DBF Agreement and this Direct Agreement to such Substituted Entity in place of Non-Profit Entity, subject to City’s right to offset any losses or damages suffered or incurred by City as provided under the IF DBF Agreement and this Direct Agreement.

13.3 City shall use its reasonable efforts to facilitate the transfer to the Substituted Entity of Non-Profit Entity’s obligations under the IF DBF Agreement and this Direct Agreement.

13.4 The Substituted Entity shall pay to City on the Substitution Effective Date any amount due to City under the IF DBF Agreement and this Direct Agreement, including City’s reasonable costs and expenses incurred in connection with (a) Non-Profit Entity’s default and termination, (b) City’s activities with respect to the Project during any period City was in possession of the Project, and (c) the approval of the Substituted Entity, all as of the Substitution Effective Date and notified to such Substituted Entity prior to the Substitution Effective Date. City’s receipt of the payment pursuant to this Section 13.4 shall be a condition precedent to the Substitution Effective Date.

13.5 As of the Substitution Effective Date:

- (a) any right of termination suspended by virtue of Section 8.1 (No Termination During Cure Period) shall be of no further effect and City shall not be entitled to terminate or suspend performance of the IF DBF Agreement and this Direct Agreement by virtue of any act, omission or circumstance that occurred prior to such Substitution Effective Date; and
- (b) City shall enter into an equivalent direct agreement on substantially the same terms as this Direct Agreement, save that Non-Profit Entity shall be replaced as a party by the Substituted Entity.

14. REVIVAL OF REMEDIES

14.1 If a City Notice has been given, the grounds for that notice are continuing and have not been remedied or waived and:

- (a) as of the end of the Cure Period, no Step-in Notice has been given and no Substituted Entity becomes a party to the IF DBF Agreement and this Direct Agreement; or
- (b) the Step-in Period ends without a Substituted Entity becoming a party thereto,

then, from and after the date such Cure Period or such Step-in Period, as the case may be, expires (the “**Revival Date**”), City shall be entitled to:

- (i) act upon any and all grounds for termination or suspension available to it in relation to the IF DBF Agreement in respect of defaults under the IF DBF Agreement not remedied or waived;
- (ii) pursue any and all claims and exercise any and all remedies against Non-Profit Entity; and
- (iii) if and to the extent that it is then entitled to do so under the IF DBF Agreement, take or support any action of the type referred to in Section 16.2 (City Remedies for NPE Default) of the IF DBF Agreement.

15. NEW PROJECT AGREEMENT

15.1 If:

- (a) the IF DBF Agreement is rejected by a trustee or debtor-in-possession in, or terminated as a result of, any bankruptcy or insolvency proceeding involving Non-Profit Entity, or
- (b) a NPE Default under Section 16.1.1(m) of the IF DBF Agreement occurs,

and, within 120 days after such rejection or termination or NPE Default, the Collateral Agent requests that the City execute a new project agreement and certifies in writing to City that it or the Collateral Agent’s permitted designee or assignee (including a Substituted Entity) intends to perform the obligations of Non-Profit Entity as and to the extent required under the IF DBF Agreement, then City will execute and deliver to the Collateral Agent (or any Substituted Entity satisfying the requirements of this Direct

Agreement if directed to do so by the Collateral Agent) a new project agreement. Such new project agreement shall contain conditions, agreements, terms, provisions and limitations which are the same as those of the IF DBF Agreement, except for any obligations that have been fulfilled by Non-Profit Entity, any party acting on behalf of or stepping-in for Non-Profit Entity or City prior to such rejection or termination. References in this Direct Agreement to the "Agreement" shall be deemed also to refer to any such new project agreement.

16. RECEIVERS

16.1 The appointment of a receiver at the behest of Non-Profit Entity shall be subject to City's prior written approval in its sole discretion. The appointment of a receiver at the behest of any Lender shall be subject to the following terms and conditions:

- (a) City's prior approval shall not be required for the appointment of the receiver or the selection of the Person to serve as receiver;
- (b) whenever any Lender commences any proceeding for the appointment of a receiver, the Collateral Agent shall serve on City not less than ten (10) days' prior written notice of the hearing for appointment and of the Lender's pleadings and briefs in the proceeding;
- (c) City may appear in any such proceeding to challenge the selection of the Person to serve as receiver, but waives any other right to oppose the appointment of the receiver; and
- (d) City may at any time seek an order for replacement of the receiver by a different receiver.

16.2 No receiver appointed at the behest of Non-Profit Entity or any Lender shall have any power or authority to replace PPC or D&C Contractor except by reason of default or unless the replacement is a Substituted Entity reasonably approved or deemed approved by City.

17. ESTOPPEL CERTIFICATES

17.1 At any time and from time to time, within 30 days after written request of any Lender or proposed Lender, City, without charge, shall certify by written instrument duly executed and acknowledged, to any Lender or proposed Lender as follows:

- (a) as to whether the IF DBF Agreement has been supplemented or amended, and if so, attaching a copy of such supplement or amendment to such certificate;
- (b) as to the validity and force and effect of the IF DBF Agreement against City, in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting the enforceability of creditors' rights generally and the general principles of equity;
- (c) as to the existence of any NPE Default of which City has Actual Knowledge;
- (d) as to the existence of events which, by the passage of time or notice or both, would constitute a NPE Default, to City's Actual Knowledge;

- (e) as to the then accumulated amount of Noncompliance Points;
- (f) as to the existence of any Claims by City regarding the IF DBF Agreement; and
- (g) as to the Effective Date and the expiration date of the Term.

17.2 City shall deliver the same certified, written instrument to a Substituted Entity or proposed Substituted Entity within fifteen (15) days after receiving its written request, provided that the request is delivered to City either before the proposed Substituted Entity succeeds to NPE's Interest or within sixty (60) days after the Substituted Entity has succeeded to NPE's Interest.

17.3 Any such certificate may be relied upon by, and only by, the Lender, proposed Lender, Substituted Entity or proposed Substituted Entity to whom the same may be delivered, and the contents of such certificate shall be binding on City.

18. SUBSTITUTED PPC ENTITY

18.1 Notwithstanding anything in the IF DBF Agreement to the contrary, including Section 9.3.1.4 of the IF DBF Agreement, but subject to this Article 18, the Collateral Agent shall be permitted to assign and transfer the Project Implementation Agreement to a Substituted PPC Entity pursuant to an enforcement of the Security Documents, and any such transfer shall not be a breach or NPE Default under the IF DBF Agreement.

18.2 Prior to any replacement of the PPC, the Collateral Agent must provide to City information regarding the proposed Substituted PPC Entity and any third party entering into a material subcontract with such Substituted PPC Entity, including:

- (a) the name and address of the proposed Substituted PPC Entity;
- (b) the names of the proposed Substituted PPC Entity's shareholders or members and the share capital or partnership or membership interests, as the case may be, held by each of them;
- (c) the manner in which the proposed Substituted PPC Entity will be financed and the extent to which such financing is committed;
- (d) copies of the proposed Substituted PPC Entity's most recent financial statements (and if available, such financial statements shall be for the last three financial years) or in the case of a newly-formed special purpose company, its opening balance sheet;
- (e) a copy of the proposed Substituted PPC Entity's formation documents;
- (f) details of the resources available to the proposed Substituted PPC Entity, and the proposed Substituted PPC Entity's appropriate qualifications, experience, and technical competence available to the proposed Substituted PPC Entity to enable it to perform the obligations of PPC under the Project Implementation Agreement;

- (g) the names of the proposed Substituted PPC Entity's directors and any key personnel who will have responsibility for the day-to-day management of its participation in the Project;
- (h) a rectification plan providing details of the plan to rectify Non-Profit Entity's breaches with respect to the breaches which are capable of being rectified by the Substituted PPC Entity;
- (i) such other information, evidence, and supporting documentation concerning the identity, financial resources, pre-qualifications, experience, and potential conflicts of interest of the proposed Substituted PPC Entity and its contractors as City may reasonably request; and
- (j) such evidence of organization, authority, incumbency certificates, certificates regarding debarment or suspension, and other certificates, representations, and warranties as City may reasonably request.

18.3 City will approve or disapprove a proposed Substituted PPC Entity within 60 days after receipt from the Collateral Agent of the information required under Section 18.2. City will evaluate the financial resources, qualifications, experience, and potential conflicts of interest of the proposed Substituted PPC Entity and its contractors using the same standards and criteria that it is then currently applying, or if there is no current application, then the same standards and criteria it most recently applied, to the evaluation of Persons responding to City's requests for qualifications for concession or similar agreements for comparable projects and facilities. If the City fails to give its approval or disapproval within 60 days of the date on which City has received the information specified in Section 18.2 in respect of any proposed Substituted PPC Entity, the Collateral Agent shall provide a second notice to City requesting approval or disapproval of the Substituted PPC Entity within five Business Days after City's receipt of such second notice, and if City fails to give its approval or disapproval within such five Business Days, City's approval shall be deemed to have been given.

18.4 City shall have no obligation to approve the proposed Substituted PPC Entity:

- (a) unless the Collateral Agent demonstrates to City's reasonable satisfaction that:
 - (i) the proposed Substituted PPC Entity and its contractors collectively have the financial resources, qualifications and experience to timely perform PPC's obligations under the Project Implementation Agreement and Key Contracts to which PPC is a party; (ii) the proposed Substituted PPC Entity and its contractors, each of their respective direct and indirect beneficial owners, any proposed key personnel, each of their respective officers and directors and each of their respective affiliates have a good and sound background and reputation (including the absence of criminal, civil or regulatory claims or actions against any such Person, and each such Person's adherence to Good Industry Practice, contract terms and applicable standards regarding past or present performance on comparable projects); and (iii) the proposed Substituted PPC Entity and its contractors are in compliance with City's rules, regulations and adopted written policies regarding pre-qualification and organizational conflicts of interest; and
- (b) if any proposed security interests to be granted by the proposed Substituted PPC Entity to the Collateral Agent and/or the Lender in addition to (or substantially different from) the security interests granted to the Collateral Agent and/or the

Lender under the Initial Financing Documents materially and adversely affect the ability of the Substituted PPC Entity to perform PPC's obligations under the Project Implementation Agreement or has the effect of increasing any liability of City, whether actual or potential (unless a Rescue Refinancing is concurrently proposed, in which case the Lenders' Liabilities may increase by up to 10%).

19. GENERAL

19.1 Neither the Lender nor the Collateral Agent shall have any obligation hereunder to extend credit to City or any contractor to City at any time, for any purpose.

19.2 For so long as any amount under the Financing Documents is outstanding, City shall not, without the prior written consent of the Collateral Agent, consent to any assignment, transfer, pledge or hypothecation of the IF DBF Agreement or any interest therein by Non-Profit Entity, other than as specified in the IF DBF Agreement or this Direct Agreement.

20. TERMINATION

This Direct Agreement shall remain in effect until the earlier to occur of (a) the Discharge Date; (b) the time at which all of City's obligations and liabilities have expired or have been satisfied in accordance with the terms of the IF DBF Agreement and this Direct Agreement; and (c) any assignment to a Substituted Entity has occurred under Section 13 (Substitution) and City shall have entered into an equivalent direct agreement on substantially the same terms as this Direct Agreement, save that Non-Profit Entity has been replaced as a party by the Substituted Entity.

21. EFFECT OF BREACH

Without prejudice to any rights a party may otherwise have, a breach of this Direct Agreement shall not of itself give rise to a right to terminate the IF DBF Agreement.

22. NO PARTNERSHIP

Nothing contained in this Direct Agreement shall be deemed to constitute a partnership between the parties to this Direct Agreement. None of the parties shall hold itself out contrary to the terms of this Section 22 (No Partnership).

23. REMEDIES CUMULATIVE; NO WAIVER

No failure or delay by City, the Lenders or the Collateral Agent (or their designee) in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The remedies provided herein are cumulative and not exclusive of any remedies provided by law and may be exercised by the Lenders, the Collateral Agent or any designee, transferee or assignee thereof from time to time. In no event shall any provision of this Direct Agreement or any consent to any departure by any party therefrom be effective unless such waiver is permitted by Section 24 (Amendment), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

24. AMENDMENT

No amendment, modification or waiver of any provision of this Direct Agreement, or consent to any departure herefrom by any party to this Direct Agreement, shall be effective against any party to this Direct Agreement unless the same shall be in writing and signed by the party against whom enforcement is sought, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

25. SUCCESSORS AND ASSIGNS

25.1 No party to this Direct Agreement may assign or transfer any part of its rights or obligations hereunder without the consent of the other parties, save that the Collateral Agent may assign or transfer its rights and obligations hereunder to a successor Collateral Agent in accordance with the Financing Documents. In connection with any such assignment or transfer, City agrees to enter into a new Direct Agreement with the successor Collateral Agent on terms that are substantially the same as those of this Direct Agreement.

25.2 This Direct Agreement shall be binding upon and inure to the benefit of the parties to this Direct Agreement and their respective successors and permitted assigns.

26. COUNTERPARTS

This Direct Agreement may be executed in any number of counterparts, each of which shall be identical and all of which, taken together, shall constitute one and the same instrument, and the parties may execute this Direct Agreement by signing any such counterpart. Transmission by facsimile or electronic mail of an executed counterpart of this Direct Agreement shall be deemed to constitute due and sufficient delivery of such counterpart, to be followed thereafter by an original of such counterpart. The Parties, in the manner specified by City, may sign this Direct Agreement electronically.

27. SEVERABILITY

If, at any time, any provision of this Direct Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

28. NOTICES

28.1 Any notice, approval, election, demand, direction, consent, designation, request, agreement, instrument, certificate, report or other communication required or permitted to be given or made under this Direct Agreement (each, a notice) to a party must be given via written correspondence and email. All notices will be validly given if given on a Business Day to each party at the following address:

To City: San Francisco Municipal Transportation Agency
1 South Van Ness, 8th Floor
San Francisco, CA 94103
Attn: Chris Lazaro
Email: Chris.Lazaro@sfmta.com

with copies to: Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Attn: Real Estate & Finance Group
Re: Potrero Yard Modernization Project
[Email: isidro.jimenez@sfcityatty.org](mailto:isidro.jimenez@sfcityatty.org)

To Non-Profit Entity: PRG – Potrero Properties LLC
c/o Provident Resources Group Inc.
5565 Bankers Avenue
Baton Rouge, LA 70808
President and Chief Executive Officer
Telephone: 225-766-3977
E-mail: _____

To the Collateral Agent: U.S. Bank Trust Company, National Association
1 California Street, Suite 1000
San Francisco, CA 94111
Attention: Ty Jordan
email: ty.jordan@usbank.com

28.2 A notice shall be deemed to have been given on the earliest of:

- (a) date of receipt, if delivered in person;
- (b) date of receipt (confirmed by automatic answer back or equivalent evidence of receipt), if validly transmitted electronically before 3:00 p.m. (local time at the place of receipt) on a Business Day;
- (c) one Business Day after delivery to the courier properly addressed, if delivered by overnight courier; and
- (d) four Business Days after deposit with postage prepaid and properly addressed, if delivered by United States certified or registered mail.

28.3 Each of the parties will notify each other via written correspondence and email of any change of address, such notification to become effective 15 days after notification.

28.4 Non-Profit Entity has provided an email address for Notices and other communications as set forth in this Section 28 (Notices) and represents and warrants that Principal Project Company has full, concurrent and complete access to all Notices and communications sent to

such email address. Notices and communications sent by City to such email address shall be considered to be immediately delivered to both Non-Profit Entity and Principal Project Company for all purposes under the Contract Documents and Project Implementation Agreement.

29. GOVERNING LAW AND JURISDICTION

29.1 The venue for any litigation arising out of, relating to or resulting from any matter relating to this Direct Agreement shall be in San Francisco, California to the extent that a court located in San Francisco has subject matter jurisdiction.

29.2 This Direct Agreement shall be governed by and construed in accordance with the laws of the State of California, any applicable federal law, the San Francisco City Charter and Municipal Code, and the ordinances, regulations, codes, and Executive Orders enacted and/or promulgated pursuant thereto.

29.3 Each of Non-Profit Entity, City and the Collateral Agent irrevocably consents to service of process by personal delivery, certified mail, postage prepaid or overnight courier. Nothing in this Direct Agreement will affect the right of any party to serve process in any other manner permitted by law.

29.4 Each of City, Non-Profit Entity and the Collateral Agent (a) certifies that no representative, agent or attorney of another party has represented, expressly or otherwise, that such party would not, in the event of a proceeding, seek to enforce the mutual waivers in this Section 29 (Governing Law and Jurisdiction) and (b) acknowledges that it has been induced to sign, or change its position in reliance upon the benefits of, this Direct Agreement by, among other things, the mutual waivers and certifications in this Section 29 (Governing Law and Jurisdiction).

30. CONFLICT WITH PROJECT AGREEMENT

In the event of any conflict or inconsistency between the provisions of this Direct Agreement and the IF DBF Agreement, the provisions of this Direct Agreement shall prevail.

IN WITNESS WHEREOF, each of the parties to this Direct Agreement has caused this Direct Agreement to be duly executed by its duly authorized officer as of the date first written above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

U.S. BANK TRUST COMPNY, N.A.,
a national banking association,
as Trustee or Collateral Agent

By: _____
Name: _____
Title: _____

PRG – POTRERO PROPERTIES, LLC,
a Delaware limited liability company

By: Provident Resources Group Inc.,
a Georgia non-profit corporation,
its sole member

By: _____
Name: Chris Hicks
Title President and Chief Executive Officer

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Name: _____
Title: Director of Transportation

Approved as to Form
David Chiu, City Attorney

Date: _____

By: _____
Isdiro Jimenez
Deputy City Attorney

Attest:

By: _____
Secretary (Signature)

Print Name: _____

[SEAL]

SCHEDULE A
Form of Substitute Accession Agreement

[Date]

To: City and County of San Francisco
San Francisco Municipal Transportation Agency
1 South Van Ness Avenue
San Francisco, CA 94103
For the attention of: Chief Financial Officer and City Attorney

[Lender and other parties to Financing Agreements to be listed]
[insert address]
For the attention of: [_____]

From: *[Substituted Entity]*

POTRERO YARD MODERNIZATION PROJECT: INFRASTRUCTURE FACILITY
SUBSTITUTE ACCESSION AGREEMENT

Ladies and Gentlemen:

Reference is made to the Project Agreement, dated as of [_____], 2026 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IF DBF Agreement**”) between the City and County of San Francisco (“**City**”), a municipal corporation, acting by order of and through the San Francisco Municipal Transportation Agency, and PRG – Potrero Properties LLC (“**Non-Profit Entity**” or “**NPE**”), a Delaware limited liability company whose sole member is Provident Resources Group Inc. (the “**Non-Profit Parent**”), a Georgia non-profit corporation and a tax-exempt entity under Section 501(a) of the Internal Revenue Code as an entity organized under Section 501(c)(3) of the Internal Revenue Code”, and the Direct Agreement, dated as of [_____], 2026 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Direct Agreement**”) among City, Non-Profit Entity and U.S. Bank Trust Company, National Association, as Collateral Agent. Terms defined in the Direct Agreement and not otherwise defined herein have the respective meanings set forth in or incorporated into in the Direct Agreement.

1. We confirm that we are a Substituted Entity pursuant to Section 13 (Substitution) of the Direct Agreement.

2. We acknowledge and agree that, upon and by reason of our execution of this Substitute Accession Agreement, we will become a party to the IF DBF Agreement and the Direct Agreement as a Substituted Entity and, accordingly, shall have the rights, powers and obligations of Non-Profit Entity under the IF DBF Agreement and the Direct Agreement.

3. Our address, telephone number and address for electronic mail for the purpose of receiving notices are as follows:

[Contact details of Substituted Entity]

4. This Substitute Accession Agreement is subject to and shall be construed and interpreted in accordance with the laws of the State of California, any applicable federal law, the San Francisco City Charter and Municipal Code, and the ordinances, regulations, codes, and Executive Orders enacted and/or promulgated pursuant thereto.

The terms set forth herein are agreed to:

[Substituted Entity]

By: _____
Name: _____
Title: _____

Agreed for and on behalf of:

CITY AND COUNTY OF SAN FRANCISCO

By: _____
Name: _____
Title: Director of Transportation

Approved as to Form
[_____] , City Attorney

Date: _____

By: _____
[_____] Deputy City Attorney

Attest:

By: _____
Secretary (Signature)

Print Name: _____

[SEAL]

EXHIBIT 5C

INTENTIONALLY OMITTED

EXHIBIT 5D

FORM OF OPINION FROM CITY'S LEGAL COUNSEL

[City Attorney's Office Letterhead]

PRG – Potrero Properties LLC
c/o Provident Resources Group Inc.
5565 Bankers Avenue
Baton Rouge, LA 70808

U.S. Bank Trust Company, National Association, as Collateral Agent
1 California Street, Suite 1000
San Francisco, CA 94111

_____, 2026

Ladies and Gentlemen:

I am a Deputy City Attorney assigned to provide counsel to the City and County of San Francisco (“**City**”), a municipal corporation acting by and through the San Francisco Municipal Transportation Agency (“**SFMTA**”), and as such have advised City in connection with its execution of:

(i) the Infrastructure Facility Project Agreement for the Potrero Yard Modernization Project dated as of [_____], 2026 by and between the City and PRG – Potrero Properties LLC (“**Non-Profit Entity**” or “**NPE**”), a Delaware limited liability company whose sole member is Provident Resources Group Inc. (the “**Non-Profit Parent**”), a Georgia non-profit corporation and a tax-exempt entity under Section 501(a) of the Internal Revenue Code as an entity organized under Section 501(c)(3) of the Internal Revenue Code; and

(ii) the Direct Agreement dated as of [_____], 2026 by and between the City, the Non-Profit Entity and U.S. Bank Trust Company, National Association, the collateral agent for the Lenders.

The agreements in clauses (i) – (ii) are collectively referred to hereinafter as the “**City Agreements**”.

We have examined executed originals or copies identified to our satisfaction of each of the City Agreements. We have further examined such other documents, certificates and other materials as we have deemed necessary in order to render the opinions expressed herein.

With respect to the various factual matters material to my opinion, we have relied upon certificates and representations of the City and other public officials. We have assumed the due execution and delivery, pursuant to due authorization of the City Agreements by parties other than the City, the validity and binding effect thereof as to such other parties and the genuineness of all signatures (other than those of the City) on all documents seen or reviewed by us, the authenticity of all documents submitted to us as originals and the conformity with the original documents of all documents submitted to us as copies.

Whenever an opinion expressed herein is stated to be to my knowledge, or known to me, it means that, during the course of my representation of the City, I have not acquired information

giving me actual knowledge of the existence or absence of the facts forming the basis for such opinion, and that, except to the extent expressly set forth herein I have not conducted an independent investigation to determine the existence or absence of such facts.

Based on the foregoing, I am of the opinion that:

1. Ordinance No. 38-21, adopted by the Board of Supervisors on March 16, 2021, has been duly enacted and is in full force and effect.
2. The City and County of San Francisco is a charter city and municipal corporation duly organized and validly existing under the Constitution of the State of California.
3. The City is duly organized and operating pursuant to the San Francisco Charter and has the full legal capacity, right, power and authority to enter into and deliver the City Agreements. The City has the full legal capacity, right, power and authority to carry out and perform its obligations under the City Agreements.
4. Each of the City Agreements has been duly authorized, executed and delivered by the City, and such documents are legal, valid and binding instruments of the City and are enforceable against the City in accordance with their terms, except as enforceability may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, (c) the sovereign immunity of the City; provided that sovereign immunity shall not bar the enforcement of claims presented in accordance with the provisions of the applicable City Agreement, City Charter and Administrative Codes and California law, so long as such claims are based on contractual rights, and (d) the limitations and conditions set forth herein.
5. The execution and delivery by the City of the City Agreements and the performance of its obligations under the City Agreements are within its powers and do not and will not, in any material way, conflict with, or constitute a breach or result in a violation of (a) any existing constitutional or statutory provision of the State of California, (b) to my knowledge, any existing agreement or other instrument to which the City is a party or by which it is bound, or (c) to my knowledge, any existing order, rule, regulation, judgment, decree ordinance of any court, government or governmental authority having jurisdiction over the City as applicable or its properties.
6. To my knowledge, all official action required to be taken by the City and all consents, approvals, authorizations or orders of or filings with or notice to, any governmental or regulatory authority necessary to authorize and enable the City to execute and deliver the City Agreements or to authorize and enable City to perform its obligations thereunder (other than acts under the City Agreements that may be taken by City in the future) have been taken and obtained.

The opinions expressed in this letter are limited to the opinions expressly stated, and no other opinions should be inferred. The opinions are expressed only as of the date hereof.

Sincerely,

[Insert Signature]

EXHIBIT 5E

FORM OF OPINION FROM NON-PROFIT ENTITY'S LEGAL COUNSEL

[Insert Firm Letterhead]

San Francisco Municipal Transportation Agency
1 South Van Ness, 8th Floor
San Francisco, CA 94103
Attn: Chris Lazaro
U.S. Bank Trust Company, National Association, as Collateral Agent
1 California Street, Suite 1000
San Francisco, CA 94111

_____, 2026

Ladies and Gentlemen:

We [_____] ("**Firm**") have acted as special [California] counsel to PRG – Potrero Properties LLC ("**Non-Profit Entity**" or "**NPE**"), a Delaware limited liability company whose sole member is Provident Resources Group Inc. (the "**Non-Profit Parent**"), a Georgia non-profit corporation and a tax-exempt entity under Section 501(a) of the Internal Revenue Code as an entity organized under Section 501(c)(3) of the Internal Revenue Code in connection with the Infrastructure Facility Project Agreement for the Potrero Yard Modernization Project dated as of [_____] 2026 (the "**Agreement**") between the City and County of San Francisco ("**City**"), a municipal corporation acting by and through the San Francisco Municipal Transportation Agency ("**SFMTA**"), and the Non-Profit Entity (Contract # 1334). This opinion is being furnished pursuant to Section 3.2.4 (Conditions Precedent to Financial Close) of the Agreement. Capitalized terms used herein without definition have the meanings ascribed to such terms in the Agreement.

In connection with the opinions contained herein, we have examined executed counterparts, or copies of such executed counterparts certified or otherwise identified to our satisfaction, of:

- (i) the Agreement;
- (ii) the Project Implementation Agreement;
- (iii) the Direct Agreement, by and between the City, the Non-Profit Entity and the Collateral Agent; and
- (iv) the Financing Documents.

[add other agreements, if necessary]

Collectively, (i) through (iv) above shall be hereinafter referred to as the "**Transaction Documents**".

We have further examined and relied upon the accuracy of original, certified, conformed, photocopied or telecopied copies of such records, agreements, certificates and other documents as we have deemed necessary or appropriate to enable us to render the opinions expressed herein. In all such examinations we have assumed the genuineness of signatures on original documents and the conformity to such original documents of all copies submitted to us as certified, conformed, photocopied or telecopied copies. We have further assumed that none of such documents has been subsequently rescinded, revoked, restated, modified or amended in any way other than by documents that have been submitted to us. We have made no independent inquiry or investigation of any factual matters or circumstances relevant to the opinions herein set forth, but instead have relied solely upon the accuracy of written statements and representations of officers and other representatives of the Non-Profit Entity, statements, representations and warranties made in the Transaction Documents.

In our examination, we have assumed, without independent investigation, the following:

- (i) the Transaction Documents have been duly authorized, executed and delivered by each party thereto (other than the Non-Profit Entity);
- (ii) that each party (other than the Non-Profit Entity) to each Transaction Document is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and has full power and authority to enter into and to carry out its obligations under such Transaction Document;
- (iii) the authorization, execution and delivery by each party (other than the Non-Profit Entity) of each Transaction Document to which it is a party does not, and such party's performance thereunder will not, breach, conflict with, or constitute a violation of, (A) the organizational documents, bylaws or similar governing documents of such party or (B) any laws or any writ, order, injunction or decree of any court or governmental authority or any provision of any agreement or instrument to which such party or its properties may be bound;
- (iv) that each Transaction Document is the legal, valid and binding obligation of each party thereto (other than the Non-Profit Entity) enforceable against such party in accordance with the terms of such Transaction Document;
- (v) the legal capacity and competency of all Persons signing the Transaction Documents on behalf of the parties thereto (other than the Non-Profit Entity); and
- (vi) that each party to the Transaction Documents (other than the Non-Profit Entity) has all necessary governmental consents, approvals, licenses or permits required in order to execute and deliver the Transaction Documents to which it is a party.

The opinions set forth below that make reference to, or are stated to be qualified by, the expression "to our knowledge" or any expression of similar import are limited to [insert attorneys from relevant law firm] (but not the knowledge of any other attorney of this Firm or any constructive or imputed knowledge of any information, whether by reason of our representation of the Non-Profit

Entity or otherwise). We have not undertaken an independent investigation to determine the accuracy of any such statement, and any limited inquiry undertaken by us during the preparation of this letter should not be regarded as such an investigation.

Based upon the foregoing and our examination of such questions of law as we have deemed necessary or appropriate, and subject to limitations and qualifications set forth below, it is our opinion that:

1. The Non-Profit Entity is a limited liability company validly existing and in good standing under the laws of the State of Delaware and has all requisite limited liability company power to execute and deliver, and to perform its obligations under, the Transaction Documents.
2. Based solely on the Certificate of Good Standing, the Non-Profit Entity is qualified to transact interstate business as a foreign limited liability company in the State of California.
3. The execution and delivery of, and the performance of obligations under, the Transaction Documents by the Non-Profit Entity, have been duly authorized by all necessary action on the part of the Non-Profit Entity. Each person executing such Transaction Documents on the Non-Profit Entity's behalf has been duly authorized to execute and deliver each such document on Non-Profit Entity's behalf, and such Transaction Documents have been duly executed and delivered by the Non-Profit Entity.
4. Each of the Transaction Documents constitutes the legal, valid and binding obligation of the Non-Profit Entity, enforceable against the Non-Profit Entity in accordance with the terms thereof.
5. The execution and delivery by the Non-Profit Entity of the Transaction Documents does not, and the consummation by the Non-Profit Entity of any of the transactions contemplated thereunder will not, result in the violation by Non-Profit Entity of any United States federal statute, rule or regulation, which in our experience is normally applicable with respect to transactions of the type contemplated by the Transaction Documents (without taking into account the particular nature of the business conducted by the parties to the Transaction Documents). The execution and delivery by the Non-Profit Entity of the Transaction Documents does not, and the consummation by it of the transactions contemplated thereunder will not, result in a violation by Non-Profit Entity of any provision of the LLC Agreement (as defined in Annex I) or the Certificate of Formation (as defined in Annex I).
6. The execution and delivery by the Non-Profit Entity of the Transaction Documents and the performance of its obligations under the Transaction Documents are within its powers and do not and will not conflict with, or constitute a breach or result in a violation of (a) any existing constitutional or statutory provision of the State of California, (b) to my knowledge, any existing agreement or other instrument to which Non-Profit Entity is a party or by which it is bound, or (c) to my knowledge, any existing order, rule, regulation, judgment, decree ordinance of any court, government or governmental authority having jurisdiction over Non-Profit Entity as applicable or its properties.

Our opinions are subject to the following additional assumptions, limitations and qualifications:
[Note to City: Following its review of the Transaction and Financing Documents – Kutak may require additional California-specific limitations that will need to be included.]

A. Our opinions are subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity. Without limiting the foregoing qualifications, the opinions expressed herein do not purport to cover, and we express no opinion with respect to, the applicability of Section 548 of the federal Bankruptcy Code or any comparable provision of state law, including the provisions relating to fraudulent conveyances.

B. Indemnities, rights of contribution, exculpatory provisions, provisions in respect of rights to liquidated damages, penalties or punitive damages, waivers of rights and provisions requiring arbitration of disputes may be limited on public policy grounds or may be prohibited by law.

C. Certain of the remedies in the Transaction Documents may be limited or rendered unenforceable by applicable law. In our opinion, however, applicable law does not render the remedies afforded by the Financing Documents inadequate for the practical realization by the Lenders of the principal benefits intended to be provided by the Financing Documents.

D. We express no opinion with respect to any provision of the Transaction Documents that purports to require a prevailing party in a dispute to pay attorney's fees and expenses, or other costs, to a non-prevailing party.

E. We express no opinion as to the enforceability of any agreements in any Transaction Document by the parties thereto to agree in the future upon any matter.

This letter speaks only as of the date hereof, and we disclaim any undertaking to update this letter to take into account any future changes of fact or law. The opinions expressed herein are solely for your benefit, and may not be relied on in any manner or for any purposes by any other Person without our written consent, and are not to be used, circulated, quoted, published or otherwise referred to or disseminated for any other purpose.

Very truly yours,

[Insert Signature]

EXHIBIT 5F

**BASE CAPITAL APC ADJUSTMENT FOR
BASE INTEREST RATE AND CREDIT SPREAD FLUCTUATION**

[See attached]

1. POTRERO YARD MODERNIZATION PROJECT

2. APC UPDATE GUIDE

Introduction

The purpose of this guide is to provide further elaboration on the specific process to establish the changed capital portion of the Availability Payment (“**APC**”) and establish the Financial Model Update to the Base Case Financial Model as of the Bond Pricing Date, as per the terms of the Project Agreement (“**PA**”). Capitalized terms are as defined in the Project Agreement by and between the City and County of San Francisco (“**City**”) acting by and through the San Francisco Municipal Transportation Agency (“**SFMTA**”) and PRG – Potrero Properties LLC (“**Non-Profit Entity**” or “**NPE**”).

At least three dry runs of the process detailed in this paper will be undertaken in advance of final bond pricing to ensure that all parties are familiar with it.

1. Participants in the APC Update Process

The participants in the APC update process will include representatives from some or all of the following: SFMTA in its capacity as project owner, the Office of Public Finance of San Francisco (“**OPF**”), Nossaman LLP (“**Nossaman**”) in its capacity as external counsel to SFMTA, Arup Americas Inc. (“**Arup**”) in its capacity as financial advisor to SFMTA, the California Municipal Finance Authority (“**CMFA**”) in its capacity as conduit issuer, PRG – Potrero Properties LLC (“**NPE**”) in its capacity as Non-Profit Entity and borrower for the financing, Potrero Neighborhood Collective LLC (“**PNC**”) in its capacity as the Principal Project Company under the Project Implementation Agreement and Developer under the Predevelopment Agreement, Wells Fargo Bank, N.A. in its capacity as senior managing underwriter (“**WF**”), and Jefferies LLC (“**Jefferies**”) in its capacity as co-managing underwriter. SFMTA may include other representatives for some or all of the process at its discretion. **[NTD: SFMTA to advise if individuals from City Attorney’s office should also be included in this process.]**

2. Updates to Base Case Financial Model

To the extent any updates to the Base Case Financial Model are mutually agreed by PNC and SFMTA prior to the Bond Pricing Date, PNC shall circulate a proposed updated financial model to be used for the APC update process. Upon written concurrence by SFMTA, such model will be considered the Base Case Financial Model for the purposes of the APC update process. Otherwise, the Financial Model submitted by PNC as part of the Financial Implementation Proposal dated Feb [XX], 2026 will be considered the Base Case Financial Model for the purposes of the APC update process.

3. Principles for APC Update Process

^a Note: Any change to APC pursuant to this APC Update Guide will be applied to APC_{Base} in Exhibit 4B to the Project Agreement. APC_{DC} shall remain unchanged.

PNC and SFMTA agree to the following principles for the APC update process:

- On the Bond Pricing Date, PNC will manage the pricing call process and all attendees as set out in Schedule A.
- WF, in its capacity as senior managing underwriter, will be responsible for providing PNC with all data, inputs, and supporting information required for the APC update process.
- Prior to the Bond Pricing Date, SFMTA will have the right to request that PNC and its underwriters explore bond structuring alternatives that may help SFMTA best achieve its project affordability objectives (e.g., sub-5% coupons, etc.) and PNC and its underwriters will provide feedback on the potential APC impact and market viability of such bond structuring alternatives.
- The Base Interest Rate for the bonds will be priced by matching the then-current interpolated rates for each specific bond maturity from the Municipal Market Data AAA yield curve (“**MMD**”) published by Thomson Reuters.
- During the Bond Pricing process, SFMTA and OPF will have transparent access and involvement in all aspects of the pricing process, including access to the underwriters’ book building process via Ipreo, the market-standard real-time book building software.

4. Interim Updates and APC Update Dry Runs

PNC will provide SFMTA, OPF, Arup, and Nossaman, in accordance with the schedule outlined below, interim updates of expected Base Interest Rates, credit spreads, and coupons, along with supporting market information for reference. These updates will include scales, screenshots, and comparable transaction data.

PNC will deliver to SFMTA, OPF, Arup, and Nossaman the interim updates on or before the date of each of the scheduled dry-runs:

1. **Preliminary dry-run:** Early March
2. **Second dry-run:** Late March
3. **Final dry-run:** Two days before the Bond Pricing Date

5. Day Before Pricing Call

One day prior to the Bond Pricing Date, all parties will dial-into a conference call and WF (in coordination with Jefferies) will provide an update on pre-marketing Base Interest Rates, expected credit spreads and coupons, along with supporting market information for reference.

6. Pre-Pricing Call

On or about 9:30 AM ET the morning of the Bond Pricing Date, all parties will dial-in to WF's conference call line for a pre-pricing call. On this call, WF and Jefferies will discuss:

1. Market conditions
2. Indicative investor feedback
3. Proposed structure
4. Investor demand
5. Order period strategy
6. Proposed pricing levels
7. Likelihood of an Affordability Event occurring (PNC to lead this portion of the discussion)

7. Bond Pricing

On or about 12:30 PM ET the day of the Bond Pricing Date, all parties will dial-into a conference call for the bond pricing. The purpose of the call will be to discuss:

1. Current market conditions
2. Results of the order period
3. Proposed final pricing levels
4. Confirmation that an Affordability Event will not occur (PNC to lead this portion of the discussion)

Prior to this call, WF will provide PNC by email a "Proposed Scale," including Base Interest Rates, credit spreads, and coupons for each maturity to be circulated by PNC to all parties on the call. Screenshots of the identified Base Interest Rates will also be provided. PNC will provide this information to all other parties.

Wells Fargo: "This is Wells Fargo. On behalf of the Underwriters, this is an offer to underwrite at the Proposed Scale, subject to the terms and conditions contained in the Bond Purchase Agreement and final execution of the Bond Purchase Agreement and no material changes as a result of the model optimization process."

PNC: "This is PNC. Proceed with these rates. This serves as the verbal award at these levels."

NPE: "This is [individual to be selected by NPE]. Proceed with these rates. This serves as the verbal award at these levels."

CMFA: "This is [individual to be selected by CMFA]. Proceed with these rates. This serves as the verbal award at these levels."

SFMTA: *“This is [individual to be selected by SFMTA]. Proceed with these rates. This serves as the verbal award at these levels.”*

PNC: *“This is PNC. This concludes the bond pricing exercise. We will proceed with the GIC discussion.”*

8. GIC Selection Call

On or about 12:45 PM ET the day of the Bond Pricing Date, all parties excluding the underwriters will dial-into a conference call for the D&C Period Guaranteed Investment Contract (“GIC”) selection call. The purpose of the call will be to discuss selection of a GIC provider and finalization of the GIC rate.

PNC: *“This is PNC. PNC conducted a competitive bid process for the guaranteed investment contract and determined that [GIC Provider] offered the highest bid with an all-in rate of [●]%, net of any broker’s fees. The sounding process was conducted in accordance with Section 1.148-5 of the Treasury Regulations. A total of [●] financial institutions were given an equal opportunity to bid, and [●] compliant bids were received.”*

PNC will then provide a summary of results and discuss any special conditions from the winning bidder. Following this discussion, SFMTA will confirm the GIC rate.

SFMTA: *“This is [name] with SFMTA. Please proceed with the GIC rate of [●]%. ”*

PNC: *“This is [name], representing PNC. We acknowledge the GIC rate of [●]%. ”*

PNC will conclude this call by reading aloud the following script:

PNC: *“This is PNC. We will proceed with the model optimization call at [time in following section]. Thank you.”*

9. Transfer Sheet

Shortly after the GIC selection call, WF will circulate to PNC (i) a final scale, including Base Interest Rates, credit spreads, and coupons for each maturity, and (ii) proposed final principal amounts of the bonds, GIC Rate, and a proposed updated APC. After PNC solves its financial model prior to the model optimization call, it will populate a transfer sheet and distribute it to the participations of the model optimization call. The transfer sheet is designed to allow PNC and Arup to copy and paste all required inputs – including rates, spreads, coupons, call dates, principal amounts, the GIC rate, and the APC amount, directly into the financial model ‘Inputs’ worksheet to minimize the time it takes to complete the model optimization.

It should be noted that in the event that bonds with different credit spreads, call dates, and/or coupons are sold within the same maturity (“bifurcated” or “trifurcated” maturities), the inputs in the transfer sheet will represent a weighted average of these different bonds sold in any respective maturity.

10. Model Optimization

Stage Activity

- (i) At 3:00 PM ET, PNC will open the conference call for the model optimization and confirm that SFMTA, OPF, WF, Jefferies, Arup, Nossaman, Provident, and CMFA are on the line. The parties may also agree in advance to use video technology, enabling screen sharing for the conference call. The time between the pricing call and the model optimization will give WF and PNC time to solve the model and provide SFMTA with necessary information during the model optimization process to minimize iterations of each step below.

- (ii) PNC and Arup will confirm that they will be using the same financial model (filename: [●]). For greater certainty, the filename, size in KB, and file date and time will be read aloud and verified.

PNC: “This is PNC, we are using the financial model named [●], and the model size is [●] KB. The file is dated [●]”

Arup: “This is Arup. We confirm using the same financial model as described by PNC.”

- (iii) PNC and Arup will concurrently complete the following to update the model.

PNC: “This is PNC. All of the following cell references refer to the ‘Inputs’ worksheet. Please update the GIC rate in cell J[●] to [●]%. ”

Arup: “This is Arup, we confirm the GIC rate is updated in cell J[●]. ”

PNC: “This is PNC. Please add \$[TBD] to the “Third Party Financing Closing Costs” in cell J[●] to include the GIC broker’s fee. Once complete, please confirm that the total amount is \$[TBD]. ”

Arup: “This is Arup, we confirm the “Third Party Financing Closing Costs” were updated in cell J[●] and the total amount is \$[TBD]. ”

- (iv) PNC and Arup will confirm that they will be using the same transfer sheet (filename: [●]). Additionally, two Base Interest Rates and two credit spreads randomly selected will be read out loud to provide greater certainty that the files match.

PNC: “This is PNC, we are using the transfer sheet named [TBD] which was updated by (name) at (time) on (date). The MMD rate for maturity [date] is [●], and for maturity [date] is [●]. The credit spread for maturity [date] is [●], and for maturity (date) is [●].”

Arup: “This is Arup, we confirm using the same transfer sheet as described by PNC.”

- (v) PNC and Arup will first enter the Base Interest Rates into the financial model:

PNC: “This is PNC. All of the following cell references refer to the ‘Inputs’ worksheet: Please copy the appropriate ranges from the transfer sheet circulated by PNC into the financial model as follows:

- a. In cell J[●], enter the corresponding base interest rate for the tax-exempt milestone bonds.
- b. In cells J[●] through J[●], enter the corresponding base interest rate for each listed tranche of the tax-exempt current interest bonds.”

- (vi) PNC and Arup will then enter the coupons into the financial model:

PNC: “This is PNC. All of the following cell references refer to the ‘Inputs’ worksheet: Please copy the appropriate ranges from the transfer sheet circulated by PNC into the financial model as follows:

- a. In cell J[●], enter the corresponding coupon for the tax-exempt milestone bonds.
- b. In cells J[●] through J[●], enter the corresponding coupon for each listed tranche of tax-exempt current interest bonds.”

- (vii) PNC and Arup will then enter the credit spreads into the financial model:

PNC: “This is PNC. All of the following cell references refer to the ‘Inputs’ worksheet: Please copy the appropriate ranges from the transfer sheet circulated by PNC into the financial model as follows:

- a. In cell J[●], enter the corresponding credit spread for the tax-exempt milestone bonds.
- b. In cells J[●] through J[●], enter the corresponding credit spread for each listed tranche of tax-exempt current interest bonds.”

- (viii) PNC and Arup will then enter call dates into the financial model:

PNC: “This is PNC. All of the following cell references refer to the ‘Inputs’ worksheet: Please copy the appropriate ranges from the transfer sheet circulated by PNC into the financial model as follows:

- a. In cell J[●], enter the corresponding call date for the tax-exempt milestone bonds.**
- b. In cells J[●] through J[●], enter the corresponding call date for each listed tranche of tax-exempt current interest bonds.”**

- (ix) After the call dates are entered, PNC and Arup will enter the corresponding principal amounts for the tax-exempt current interest bonds, and the APC input.

PNC: “This is PNC. All of the following cell references refer to the ‘Inputs’ worksheet: Please copy the appropriate ranges from the transfer sheet circulated by PNC into the financial model as follows:

- a. In cells J[●] through J[●], enter the corresponding principal amount for each maturity for the tax-exempt current interest bonds.**
- b. In cell J[●], enter the APC input.”**

- (x) PNC and the Arup will concurrently complete the following in the ‘Summ’ worksheet:

PNC: “Press the ‘Solve Financial Model’ button in the ‘Summ’ worksheet. Allow the macro to run completely until the model is no longer iterating. Confirm that cell U23 is zero. If not, the parties should discuss and may need to repeat this step, starting with the initial model in Step 10(v).”

- (xi) Once Arup has a solved model, PNC will read out the following:

PNC: “This is PNC.

- 1. The APC as indicated on the ‘Summ’ worksheet cell J7 is [●].**
- 2. The Total Availability Payment as indicated on the ‘Summ’ worksheet cell J9 is [●].**
- 3. The debt size of the tax-exempt current interest bonds as indicated on the ‘Summ’ worksheet cell J36 is [●].**
- 4. The excess cashflow/distribution as indicated on the ‘Summ’ worksheet cell is cell E57 is [●].”**

- (xii) If Arup’s optimization yields different results, WF, PNC, and Arup will work to discuss the differences and re-optimize until the results are agreed.

- (xiii) Once Arup agrees with the results of PNC’s financial model optimization, they will read aloud the following script:

Arup: “This is Arup. We confirm:

- 1. The APC as indicated on the ‘Summ’ worksheet cell J7 is [●].**
- 2. The Total Availability Payment as indicated on the ‘Summ’ worksheet cell J9 is [●].**
- 3. The debt size of the tax-exempt current interest bonds as indicated on the ‘Summ’ worksheet cell J36 is [●].**
- 4. The excess cashflow/distribution as indicated on the ‘Summ’ worksheet cell is cell E57 is [●].”**

SFMTA: “This is SFMTA. We confirm the same.”

- (xiv) PNC will report the changed APC value to SFMTA/OPF/Arup and confirm the difference between the changed APC and the APC from the Base Case Financial Model.

PNC: “This is PNC, this model optimization process resulted in a changed Capital Availability Payment of [●]. The total adjustment to the APC is [●]. We confirm that no Affordability Event has occurred.”

Arup: “This is Arup. We confirm the changed APC is [●], the total adjustment to the APC is [●], and no Affordability Event has occurred.”

SFMTA, via [selected representative from SFMTA]: “This is [name]. I confirm the same and have determined that the Non-Profit Entity is entitled to such change to the APC in accordance with the terms of the Project Agreement, confirm that no Affordability Event has occurred, and that such change is subject to an amendment to the Project Agreement to update the APC.”

- (xv) Once the SFMTA has agreed with the results of PNC’s optimization, PNC will read the following:

PNC: “This is PNC, the financial model optimized above will be saved with the following name: PNC IF Financial Model [date] [time].”

The model name will include both the date and time that the model was saved.

- (xvi) PNC will email SFMTA, OPF, and all other participants in Schedule A.

11. Execution of BPA

- (xxv) After the model optimization and confirmation of the GIC rate, the parties to the Bond Purchase Agreement will take all necessary steps required to execute the same on the Day of Bond Pricing.

Schedule A – Participants for the APC Update Guide^b

| NAME | ORGANIZATION | CONTACT DETAILS |
|---|------------------------|--|
| Tim Kempf Chris Lazaro Rob Jaques | SFMTA | tim.kempf@sfmta.com chris.lazaro@sfmta.com rob.jaques@sfmta.com |
| Anna Van Degna Grant Carson Vishal Trivedi | OPF | anna.vandegna@sfgov.org grant.carson@sfgov.org vishal.trivedi@sfgov.org |
| John Stoecker | CMFA | jstoecker@cmfa-ca.com |
| Chris Hicks Jaimee Boyd | NPE | cch@provident.org jboyd@provident.org |
| Arvan Anderson Alfonso Mendez Ignacio Barandiaran | Arup | arvan.anderson@arup.com alfonso.mendez@arup.com ignacio.barandiaran@arup.com |
| Corey Boock Lolly Enriquez | Nossaman | cboock@nossaman.com lenriquez@nossaman.com |
| Sid Jimenez Mark Blake | City Attorney's Office | isidro.jimenez@sfcityatty.org mark.blake@sfcityatty.org |
| Stuart Marks Chris Jauregui Sam Hull Ishani Desai | PNC | stuart.marks@plenaryamericas.com chris.jauregui@plenaryamericas.com sam.hull@plenaryamericas.com ishani.desai@plenaryamericas.com |
| Kevin Carney Julie Burger Gurami Kiladze Conner Farrell Chintan Dholakia Michael Swift Jordan Esi | Wells Fargo | kevin.g.carney@wellsfargo.com julie.burger@wellsfargo.com gurami.kiladze@wellsfargo.com conner.d.farrell@wellsfargo.com chintan.dholakia@wellsfargo.com michael.s.swift@wellsfargo.com Jordan.esi@wellsfargo.com |
| Simon Wirecki John Gust Kirsten Chalke Grant Roess | Jefferies | swirecki@jefferies.com jgust@jefferies.com kchalke@jefferies.com groess@jefferies.com |

^b Parties may add or amend its participants as required. There may be other representatives who choose to participate for all or part of the steps.

EXHIBIT 5G

FINANCING DOCUMENT TERMS

- (a) The Security Documents may only secure Project Debt, the proceeds of which are obligated to be used exclusively for the purposes of:
- (i) performing the Work and the payment of other expenditure incurred directly in connection with the Project;
 - (ii) paying interest and principal on other existing Project Debt and any costs and fees in connection with the development and award of the Project, achieving commercial close and closing and administering of any permitted Project Debt;
 - (iii) paying reasonable development fees to PPC-Related Entities or to a D&C Contractor or its affiliates for services related to the Project;
 - (iv) paying fees and premiums to any Lender of the Project Debt or such Lender's agents;
 - (v) paying Taxes;
 - (vi) funding reserves and allowances required under this Agreement, Financing Documents, applicable securities laws, or Environmental Laws; and
 - (vii) Refinancing any Project Debt in accordance with this Agreement.
- (b) The Security Documents may only secure Project Debt and Financing Documents issued and executed by (a) the Non-Profit Entity, (b) Principal Project Company, (c) the Conduit Issuer, (d) the permitted successors and permitted assigns of any entity referenced in (a) – (c), (e) any special purpose entity that owns Non-Profit Entity or Principal Project Company but no other assets and has purposes and powers limited to the Project and the Work or (f) any special purpose entity or subsidiary wholly owned by Non-Profit Entity or Principal Project Company or such entity.
- (c) Project Debt under a Financing Agreement and secured by a Security Document must be issued and held only by Institutional Lenders who qualify as such at the date the Security Document is executed and delivered (or, if later, at the date any such Institutional Lender becomes a party to the Security Document), except that investors, including PABs holders that may purchase the PABs in a public offering, other than Institutional Lenders may acquire and hold interests in Project Debt, but only if an Institutional Lender acts as Collateral Agent for such Project Debt.
- (d) The Security Documents, as a whole, securing each separate issuance of debt shall encumber the entire NPE's Interest, provided that the foregoing does not preclude entry by Non-Profit Entity or Principal Project Company into subordinate Security Documents (such subordination to be in accordance with the terms set forth in the Financing Documents) or into equipment lease financing.
- (e) No Security Document or other instrument purporting to mortgage, pledge, encumber, or create a lien, charge or security interest on or against NPE's Interest shall extend to or affect the

right, title and interest of the City in the Project or the Facility or City's rights or interests under this Agreement.

(f) No Security Document or other instrument purporting to mortgage, pledge, encumber, or create a lien, charge or security interest on or against NPE's Interest shall extend to or affect City's right to access Non-Profit Entity's funds held in an operating account in the event of a NPE Default and the exercise of remedies by City under Section 16.2 (City Remedies for NPE Default) of the Agreement; provided such right shall not include a security interest in such funds nor shall the exercise of such right by City interfere with the right of the Lenders, if any, under the Security Documents and the Direct Agreement to access such funds. For the avoidance of doubt, following the occurrence and during the continuance of an Event of Default (as defined in the Financing Agreement), the Collateral Agent shall have sole control of amounts in such operating account. Specifically, with respect to any such operating account (and associated account agreement and account control agreement):

(i) City shall be named as an authorized representative of Non-Profit Entity for purposes of the account, including specifically under any associated account control agreement, in the event of City's exercise of its Step-In Rights, and

(ii) Any account control agreement shall expressly state the terms, prohibitions, City rights and other provisions in this Exhibit 5G (Financing Document Terms), including specifically those set forth in Sections (g) through (m) of this Exhibit 5G (Financing Document Terms).

(g) Each note, bond or other negotiable or non-negotiable instrument evidencing Project Debt, or evidencing any other obligations issued or incurred by any Person described in this Exhibit 5G (Financing Document Terms) in connection with this Agreement or the Project shall include or refer to a document controlling or relating to the foregoing that includes a conspicuous recital on its face to the effect that payment of the principal thereof and interest thereon is a valid claim only as against the obligor and the security pledged by Non-Profit Entity, Principal Project Company, Conduit Issuer or the obligor therefor, is not an obligation, moral or otherwise, of the City, any other agency, instrumentality or political subdivision of the City, or any elected official, member, director, officer, employee, agent or representative of any of them, and neither the full faith and credit nor the taxing power, and no assets, of the City, or any other agency, instrumentality or political subdivision of the City is pledged to the payment of the principal thereof and interest thereon.

(h) Each Financing Document containing provisions regarding default by Non-Profit Entity shall require that if Non-Profit Entity is in default thereunder and the Collateral Agent gives notice of such default to Non-Profit Entity, then the Collateral Agent shall also give concurrent notice of such default to City. Each Financing Document and Security Document that provides Lender remedies for default by Non-Profit Entity shall require that the Collateral Agent deliver to City, concurrently with delivery to Non-Profit Entity or any other Person, every notice of election or enforcement of remedies, including an election to sell or foreclose, notice of sale or foreclosure or other notice required by Applicable Law or by the Security Document in connection with the exercise of remedies under the Financing Document or Security Document.

(i) Intentionally Omitted

(j) Each Financing Document and Security Document shall expressly state that the Lender shall not name or join City, any other agency, instrumentality or political subdivision of the City,

or any elected official, member, director, officer, employee, agent or representative of any of them in any legal proceeding seeking collection of the Project Debt or other obligations secured thereby or the foreclosure or other enforcement of the Financing Documents, except to the extent provided in Section (k) below or as such language may be modified in the Financing Documents approved by City as provided in any Direct Agreement.

(k) Each Financing Document shall expressly state that the Lender shall not seek any damages or other amounts from City, any other agency, instrumentality or political subdivision of the City, or any elected official, member, director, officer, employee, agent or representative of any of them, whether for Project Debt or any other amount, except (a) damages from City only for a violation by City of its express obligations to Lenders set forth in any Direct Agreement, if applicable, and (b) amounts due from City under this Agreement where the Lender has succeeded to the rights and interests of Principal Project Company under this Agreement, whether by way of assignment or subrogation.

(l) Each Financing Document shall expressly state that the Collateral Agent shall respond to any request from City or Non-Profit Entity for consent to a modification or amendment of any of this Agreement within a reasonable period of time.

EXHIBIT 5H

FORM OF OPINION FROM PRINCIPAL PROJECT COMPANY'S LEGAL COUNSEL

[Insert Firm Letterhead]

San Francisco Municipal Transportation Agency
1 South Van Ness, 8th Floor
San Francisco, CA 94103
Attn: Chris Lazaro

PRG – Potrero Properties LLC
c/o Provident Resources Group Inc.
5565 Bankers Avenue
Baton Rouge, LA 70808

U.S. Bank Trust Company, National Association, as Collateral Agent
1 California Street, Suite 1000
San Francisco, CA 94111

_____, 2026

Ladies and Gentlemen:

We [_____] (“**Firm**”) have acted as special counsel to Potrero Neighborhood Collective LLC, a Delaware limited liability company (“**Principal Project Company**”) in connection with the Project Implementation Agreement for the Potrero Yard Modernization Project dated as of [_____] 2026 (the “**Agreement**”) between PRG – Potrero Properties LLC (“**Non-Profit Entity**” or “**NPE**”), a Delaware limited liability company whose sole member is Provident Resources Group Inc. (the “**Non-Profit Parent**”), a Georgia non-profit corporation and a tax-exempt entity under Section 501(a) of the Internal Revenue Code as an entity organized under Section 501(c)(3) of the Internal Revenue Code, and the Principal Project Company. The Agreement is entered into pursuant to that certain Infrastructure Facility Project Agreement for the Potrero Yard Modernization Project dated as of [_____] 2026 (the “**DBF Agreement**”) between the City and County of San Francisco (“**City**”), a municipal corporation acting by and through the San Francisco Municipal Transportation Agency (“**SFMTA**”), and the Non-Profit Entity.

This opinion is being furnished pursuant to Section 3.2.4 (Conditions Precedent to Financial Close) of the DBF Agreement and Section 3.1.1.1 of the Agreement. Capitalized terms used herein without definition have the meanings ascribed to such terms in the Agreement.

In connection with the opinions contained herein, we have examined executed counterparts, or copies of such executed counterparts certified or otherwise identified to our satisfaction, of:

- (i) the Agreement; and

- (ii) the DBF Agreement.

We have further examined and relied upon the accuracy of original, certified, conformed, photocopied or telecopied copies of such records, agreements, certificates and other documents as we have deemed necessary or appropriate to enable us to render the opinions expressed herein. In all such examinations we have assumed the genuineness of signatures on original documents and the conformity to such original documents of all copies submitted to us as certified, conformed, photocopied or telecopied copies. We have further assumed that none of such documents has been subsequently rescinded, revoked, restated, modified or amended in any way other than by documents that have been submitted to us. We have made no independent inquiry or investigation of any factual matters or circumstances relevant to the opinions herein set forth, but instead have relied solely upon the accuracy of oral or written statements and representations of officers and other representatives of the Principal Project Company, statements, representations and warranties made in the Agreement.

In our examination, we have assumed, without independent investigation, the following:

- (i) the Agreement has been duly authorized, executed and delivered by each party thereto (other than the Principal Project Company);
- (ii) that each party (other than the Principal Project Company) to the Agreement is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and has full power and authority to enter into and to carry out its obligations under the Agreement;
- (iii) the authorization, execution and delivery by each party (other than the Principal Project Company) of the Agreement does not, and such party's performance thereunder will not, breach, conflict with, or constitute a violation of, (A) the organizational documents, bylaws or similar governing documents of such party or (B) any laws or any writ, order, injunction or decree of any court or governmental authority or any provision of any agreement or instrument to which such party or its properties may be bound;
- (iv) that the Agreement is the legal, valid and binding obligation of each party thereto (other than the Principal Project Company) enforceable against such party in accordance with the terms of the Agreement;
- (v) the legal capacity and competency of all Persons signing the Agreement on behalf of the parties thereto (other than the Principal Project Company); and
- (vi) that each party to the Agreement (other than the Principal Project Company) has all necessary governmental consents, approvals, licenses or permits required in order to execute and deliver the Agreement to which it is a party.

The opinions set forth below that make reference to, or are stated to be qualified by, the expression "to our knowledge" or any expression of similar import are limited to the current actual knowledge of the individual attorneys at this Firm who have devoted substantial attention to the representation of the Principal Project Company in connection with the preparation, negotiation, execution and delivery of the Agreement (but not the knowledge of any other attorney of this Firm or any constructive or imputed knowledge of any information, whether by reason of our representation of the Principal Project Company or otherwise). We have not undertaken an

independent investigation to determine the accuracy of any such statement, and any limited inquiry undertaken by us during the preparation of this letter should not be regarded as such an investigation.

Based upon the foregoing and our examination of such questions of law as we have deemed necessary or appropriate, and subject to limitations and qualifications set forth below, it is our opinion that:

1. The Principal Project Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware and has all requisite limited liability company power to execute and deliver, and to perform its obligations under, the Agreement.
2. The Principal Project Company is qualified to transact interstate business as a foreign limited liability company in the State of California.
3. The execution and delivery of, and the performance of obligations under, the Agreement by the Principal Project Company, have been duly authorized by all necessary action on the part of the Principal Project Company. Each person executing the Agreement on the Principal Project Company's behalf has been duly authorized to execute and deliver the Agreement on Principal Project Company's behalf, and the Agreement has been duly executed and delivered by the Principal Project Company.
4. The Agreement constitutes the legal, valid and binding obligation of the Principal Project Company, enforceable against the Principal Project Company in accordance with the terms thereof.
5. The execution and delivery by the Principal Project Company of the Agreement does not, and the consummation by it of the transactions contemplated thereunder will not, result in a violation by Principal Project Company of any provision of the LLC Agreement (as defined in Annex I) or the Certificate of Formation (as defined in Annex I).
6. The execution and delivery by the Principal Project Company of the Agreement and the performance of its obligations under the Agreement are within its powers and do not and will not conflict with, or constitute a breach or result in a violation of (a) any existing constitutional or statutory provision of the State of California, (b) to my knowledge, any existing agreement or other instrument to which Principal Project Company is a party or by which it is bound, or (c) to my knowledge, any existing order, rule, regulation, judgment, decree ordinance of any court, government or governmental authority having jurisdiction over Principal Project Company as applicable or its properties.

Our opinions are subject to the following additional assumptions, limitations and qualifications:

- A. Our opinions are subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law. Without limiting the foregoing

qualifications, the opinions expressed herein do not purport to cover, and we express no opinion with respect to, the applicability of Section 548 of the federal Bankruptcy Code or any comparable provision of state law, including the provisions relating to fraudulent conveyances. We express no opinion with respect to compliance with any law, rule or regulation that as a matter of customary practice is understood to be covered only when an opinion refers to it expressly. Without limiting the generality of the foregoing, we express no opinion on local or municipal law, antitrust, environmental, land use, securities, tax, pension, employee benefit, margin, insolvency, antiterrorism, money laundering, or investment company laws and regulations.

- B. Indemnities, rights of contribution, exculpatory provisions, provisions in respect of broadly or vaguely stated rights, rights to liquidated damages, penalties or punitive damages, waivers of the benefits of statutory, regulatory or constitutional rights, waivers of rights and unknown future defenses, [waiver of rights to a jury trial] and provisions requiring arbitration of disputes may be limited on public policy grounds or may be prohibited by law.
- C. Certain of the remedies in the Agreement may be limited or rendered unenforceable by applicable law. In our opinion, however, applicable law does not render the remedies afforded by the Financing Documents inadequate for the practical realization by the Lenders of the principal benefits intended to be provided by the Financing Documents.
- D. We express no opinion with respect to any provision of the Agreement that purports to require a prevailing party in a dispute to pay attorney's fees and expenses, or other costs, to a non-prevailing party. The enforcement of Section [] of the Agreement, relating to the payment of attorneys' fees and costs, is subject to the limitations of Section 1717 of the California Civil Code.
- E. We express no opinion as to the enforceability of any agreements in the Agreement by the parties thereto to agree in the future upon any matter.
- F. We express no opinion regarding the enforceability of Section 23.9 of the Agreement, which purports to fix the venue of proceedings relating to the Agreement.
- G. Our opinion in paragraph 1 with respect to the valid existence and good standing of the Principal Project Company in Delaware is based solely upon a certificate dated as of a recent date as to the good standing of the Principal Project Company in Delaware, issued by the Secretary of State of the State of Delaware, a copy of which has been delivered to you.

This letter speaks only as of the date hereof, and we disclaim any undertaking to update this letter to take into account any future changes of fact or law. The opinions expressed herein are solely for your benefit, and may not be relied on in any manner or for any purposes by any other Person without our written consent, and are not to be used, circulated, quoted, published or otherwise referred to or disseminated for any other purpose.

Very truly yours,

[Insert Signature]