

THIS PRINT COVERS CALENDAR ITEM NO.: 10.7

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Streets

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to execute the Agreement Between the SFMTA and the San Francisco Bay Area Rapid Transit District (BART) for the Embarcadero Station Escalator Rehabilitation Construction Project regarding the responsibilities of each agency during the rehabilitation of the SFMTA's four Embarcadero Station escalators, including payments by the SFMTA to BART in an amount not to exceed a total of \$8,871,652.00.

SUMMARY:

- In March 2019, the BART Board of Directors approved a contract to replace BART-owned escalators in the shared downtown San Francisco BART/Muni subway stations, which included a bid option (Bid Option No. 1) to replace four SFMTA-owned escalators at Embarcadero Station.
- In March 2024, the SFMTA prepared a decision memorandum that confirmed that paying the costs of Bid Option No. 1 would be the most cost-effective option for the SFMTA to rehabilitate the escalators.
- In June 2024, BART exercised Bid Option No. 1 at a price of \$5,606,652.00 for the escalator rehabilitation.
- The SFMTA and BART negotiated the Agreement to memorialize the responsibilities of each agency for the duration of the project, including payment, coordination, inspection, and approval requirements. In those negotiations, the parties estimated that the cost of required temporary egress stairs would be \$265,000.00, and that the soft costs associated with the project to be \$3,000,000.00, for a total project cost of \$8,871,652.00.
- Staff recommends authorizing the Director of Transportation to execute the Agreement to formalize the roles and responsibilities, including SFMTA paying BART for the costs of Bid Option No. 1.

ENCLOSURES:

1. SFMTAB Resolution
2. Agreement

APPROVALS:

DATE

DIRECTOR 

October 1, 2026

SECRETARY 

October 1, 2026

ASSIGNED SFMTAB CALENDAR DATE: October 6, 2026

PURPOSE

Authorizing the Director of Transportation to execute the Agreement Between the SFMTA and the San Francisco Bay Area Rapid Transit District (BART) for the Embarcadero Station Escalator Rehabilitation Construction Project regarding the responsibilities of each agency during the rehabilitation of the SFMTA's four Embarcadero Station escalators, including payments by the SFMTA to BART in an amount not to exceed a total of \$8,871,652.00.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

This action is consistent with the following SFMTA Strategic Plan Goals:

Goal 5: Deliver reliable and equitable transportation services.

Goal 8: Deliver quality projects on time and on budget.

Goal 9: Fix things before they break and modernize systems and infrastructure.

Goal 10: Position the agency for financial success.

This item will support the following Transit First Policy Principles:

1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.
5. Pedestrian areas shall be enhanced wherever possible to improve the safety and comfort of pedestrians and to encourage travel by foot.

DESCRIPTION

Embarcadero Station Escalator Rehabilitation Project Description:

The purpose of this project is to rehabilitate aging escalators at Embarcadero Station. The escalators connecting the Muni platform and mezzanine levels of the station are near the end of their useful life and have been prone to increased issues, such as stopping during use, which pose injury and safety hazards to the traveling public and require a mechanic on-site to restart the escalator. Additionally, escalator technology has greatly improved with notable improvements in passenger safety, energy efficiency, and reliability, which makes this the ideal project to modernize the existing escalator infrastructure.

BART Involvement and Construction Contracting:

In March 2019, BART issued the Market Street Escalator Renovation Project (Contract No. 15LK-120A) and included Bid Option No. 1 that included scope to rehabilitate the SFMTA's escalators at Embarcadero Station. In July 2023, BART's contractor indicated that they were interested in proceeding with the contract option. In April 2024, the SFMTA requested BART execute the contract option and, in June 2024, the contract option was executed with a construction hard cost of \$5,606,652 and an anticipated construction start date in 2027.

An agreement between the SFMTA and BART is necessary because the SFMTA owns the escalators, but the project's construction and primary inspection work are to be completed by BART and its contractor.

Following the Bid Option's execution, the SFMTA and BART began critical discussions regarding schedule, coordination, inspection milestones, payment terms, issue resolution sequences, and soft costs. The agencies determined that temporary egress stairs would be necessary during construction of the escalators, and estimated the cost to be \$265,000.00. The parties also agreed that the SFMTA would cover BART's estimated \$3,000,000.00 in soft costs associated with the overall project. Based on these discussions, an agreement was developed and reviewed by both Agencies. The agreement memorializes the roles and responsibilities of both agencies for the duration of the project, and established a total not to exceed cost of \$8,871,652.00

STAKEHOLDER ENGAGEMENT

The agreement was developed by both the SFMTA and BART teams, including review and approval by legal counsel at both agencies. The project teams developed the agreement based on similar past projects and the unique characteristics of this project. Project management, construction management, finance, engineering, maintenance, and staff who work on joint development projects were included in the joint discussions and agreement writing process. Public outreach will be conducted prior to the start of construction to inform the public of the upcoming construction work.

ALTERNATIVES CONSIDERED

The primary alternative considered was for the SFMTA to prepare design documents (drawings, specifications, and estimates) in-house and issue a construction contract for the work. In this scenario, the cost for the SFMTA to prepare, issue, and complete a construction contract would be on the order of \$11.5 million, which is higher than BART proceeding with the contract option for the same work, which was estimated to be approximately \$9 million, inclusive of hard and soft costs.

FUNDING IMPACT

This project's funding is included in the 2025-29 Capital Improvement Program. The funding plan by phase and source is in Table 1 below.

Table 1: Embarcadero Station Rehabilitation Project Funding Plan.

	Planning (\$)	Preliminary Engineering (\$)	Design (\$)	Construction (\$)	Total (\$)
Regional Measure 3 (RM3)		-	-	5,000,000	5,000,000
Population Baseline General Fund Transfer	2,009	-	695,000	2,913,854	3,610,863
Transit Sustainability Fee (TSF)	-	-	-	600,000	600,000
CA State of Good Repair Funds (SGR)	56,716	492,678	-	276,696	826,090
Prior Year Operating Funds	3,284	-	-	-	3,284
Total	62,009	492,678	695,000	8,793,550	10,043,237

ENVIRONMENTAL REVIEW

On May 14, 2026, the SFMTA, under authority delegated by the Planning Department, determined that the agreement between the SFMTA and BART for the Embarcadero Station Escalator Rehabilitation Construction Project is not a “project” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The City Attorney has reviewed the agreement and this report.

RECOMMENDATION

Staff recommends that the Director of Transportation execute the Agreement Between the SFMTA and the San Francisco Bay Area Rapid Transit District (BART) for the Embarcadero Station Escalator Rehabilitation Construction Project regarding the responsibilities of each agency during the rehabilitation of the SFMTA’s four Embarcadero Station escalators, including payments by the SFMTA to BART in an amount not to exceed a total of \$8,871,652.00.

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS**

RESOLUTION No. _____

WHEREAS, Embarcadero Station in San Francisco, an important piece of the City's transportation infrastructure, is a shared subway station serving both the SFMTA and BART; and,

WHEREAS, At Embarcadero Station, the SFMTA owns and operates the escalators from the SFMTA Muni platform to the mezzanine, while BART owns and operates escalators from the street to the mezzanine and from the mezzanine to its own platform; and,

WHEREAS, In March 2019, the BART Board of Directors approved a \$96.5 million contract to replace BART-owned escalators in the shared downtown San Francisco BART/Muni subway stations, which includes a bid option (Bid Option No. 1) to replace four SFMTA-owned escalators at Embarcadero Station; and,

WHEREAS, In July 2023, BART's contractor for the escalator replacement, Schindler, confirmed that they are interested in proceeding with Bid Option No. 1 to rehabilitate the four escalators that serve the SFMTA mezzanine and platform levels at Embarcadero Station; and,

WHEREAS, Emergency egress is necessary during the construction of the four escalators at Embarcadero Station, and a future change order to Bid Option No. 1 will provide for the installation of temporary egress stairs; and,

WHEREAS, In a decision memorandum dated March 26, 2024, the SFMTA determined that the execution of Bid Option No. 1 and a commitment to paying for BART's hard and soft costs associated with the project, is a more cost-effective option for the SFMTA to rehabilitate the four escalators at Embarcadero Station than pursuing a separate contract; and,

WHEREAS, In June 2024, BART executed Contract 15LK-120A Market Street Escalators Renovation Project Bid Option No. 1 with Schindler for the rehabilitation of the SFMTA's escalators at Embarcadero Station; and,

WHEREAS, The price of Bid Option No. 1 is \$5,606,652.00 and is associated solely with the provision and installation of the four escalators, the price of the temporary egress stairs is estimated to be \$265,000.00, and the soft costs associated with both the installation of the escalators and stairs were estimated to be \$3,000,000.00 in March 2026; and,

WHEREAS, Both parties now wish to memorialize their agreement on the project to accomplish the project without waiving any claims that either party may have under applicable law or assigning any liability to either party on the project; and,

WHEREAS, The SFMTA has reviewed the project needs and has adequate staffing

resources to meet the requirements of the agreement; and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors, and is incorporated herein by reference; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute the Agreement Between the SFMTA and the San Francisco Bay Area Rapid Transit District (BART) for the Embarcadero Station Escalator Rehabilitation Construction Project regarding the responsibilities of each agency during the rehabilitation of the SFMTA's four Embarcadero Station escalators, including payments by the SFMTA to BART in an amount not to exceed a total of \$8,871,652.00.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of October 6, 2026.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

AGREEMENT
Between the
CITY AND COUNTY OF SAN FRANCISCO,
through its
MUNICIPAL TRANSPORTATION AGENCY
and the
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
for the
EMBARCADERO STATION ESCALATOR REHABILITATION CONSTRUCTION
PROJECT

This Agreement is made as of _____ 2026 (the “Effective Date”) between the City and County of San Francisco (“City”) a municipal corporation, by and through its Municipal Transportation Agency (“SFMTA”) and the San Francisco Bay Area Rapid Transit District (“BART”) either of which may be referred to singularly as the “Party” or collectively as “the Parties.”

RECITALS

WHEREAS, the Embarcadero Subway Station in San Francisco, an important piece of the City’s transportation infrastructure, is shared by both the SFMTA and BART.

WHEREAS, at the Embarcadero Subway Station, the SFMTA owns and operates the escalators from the SFMTA Muni platform to the mezzanine, while BART owns and operates escalators from the street to the mezzanine.

WHEREAS, in March 2019, the BART Board of Directors approved a \$96.5 million contract to replace BART-owned escalators in the downtown San Francisco subway stations, which includes a Bid Option (Bid Option No. 1) to replace four SFMTA escalators at the Embarcadero Subway Station.

WHEREAS, in July 2023, BART’s contractor for the escalator replacement, Schindler, confirmed that they are interested in proceeding with Bid Option No. 1 to rehabilitate four escalators that service the SFMTA concourse and platform levels at the Embarcadero Subway Station).

WHEREAS, emergency egress is necessary during the construction of the four escalators at the Embarcadero Subway Station. A future charge order to Bid Option No. 1 will provide for the installation of temporary egress stairs.

WHEREAS, in a Decision Memorandum dated March 26, 2024, attached as Exhibit A, the SFMTA confirmed to BART its commitment to the execution of BART Bid Option No. 1 by committing to paying for the hard and soft costs associated with the Project. The Decision

Memorandum details that Bid Option No. 1 is a more cost effective option for SFMTA to rehabilitate the four escalators at Embarcadero Subway Station than pursuing a separate contract.

WHEREAS, in June 2024, BART executed Contract 15LK-120A Market Street Escalators Renovation Project Bid Option No. 1 with Schindler for the rehabilitation of the SFMTA's escalators in the Embarcadero Station.

WHEREAS, the price of Bid Option No. 1 is \$5,606,652.00 and is associated solely with the provision and installation of the four escalators. The price of the temporary egress stairs is estimated to be \$265,000.00, and the soft costs associated with both the installation of the escalators and stairs is estimated to be \$3,000,000.00 in March 2026.

WHEREAS, both Parties now wish to memorialize their agreement on the Project to accomplish the Project without waiving any claims that either Party may have under applicable law or assigning any liability to either Party on the Project, except as expressly provided herein.

NOW, THEREFORE, in consideration of mutual promises and the foregoing considerations, the Parties mutually agree as follows:

TERMS

- 1. Term of Agreement.** This Agreement shall commence on the Effective Date and shall terminate upon both Parties' written agreement that the Project is complete, unless this Agreement is terminated prior to that time. The term may be extended only by a written instrument executed by both Parties and approved by Parties' Governing Boards.
- 2. Project Scope.** The scope of the Project is defined to be the four SFMTA escalators at Embarcadero Subway Station included in Bid Option No. 1 and, future change orders to Bid Option No. 1 for the temporary stairs required for emergency egress.
- 3. Soft Costs.** For purposes of this Agreement, "Soft Costs" shall mean the labor costs incurred by BART for project and construction management and support for the full project scope referenced under paragraph 2 above.
- 4. Payments.** Payments will be made under Amendment 1 to First Supplemental Muni/BART Joint Station Maintenance Agreement, dated April 19, 2019 (the "JMA"), paragraph 10, Payment of Costs, subparagraph a.(2), Invoices for Capital Improvements:

BART shall submit invoices for shared Capital Improvement costs on a quarterly basis. Invoices for shared Capital Improvements shall be in hardcopy and electronic formats acceptable to the SFMTA containing, at a minimum, a detailed accounting of actual costs incurred for each Capital Improvement project. BART will provide supporting documentation reasonably requested by SFMTA that is necessary to approve and effect payment.

The only change from the JMA is that BART shall submit invoices on a monthly basis. The SFMTA shall endeavor to process each invoice within thirty (30) calendar days of receipt by either (a) remitting payment in full, or (b) providing written notice of dispute. Any undisputed portion of an invoice shall be paid within the thirty (30) day period. The parties agree to collaborate in good faith to resolve any disputed amounts in a timely manner.

5. Payment Responsibility. The SFMTA agrees to pay the price of Contract 15LK-120A Market Street Escalators Renovation Project Bid Option No. 1 with Schindler in the amount of \$5,606,652.00. The SFMTA also agrees to pay all the soft costs in an amount not to exceed \$3,000,000.00. BART will notify the SFMTA in writing of amendments or change orders to the Contract, or increases in the projected soft costs. Agreements to such changes will be made in writing pursuant to paragraph 6 below. The SFMTA will be responsible for any cost escalation, contract price adjustments, or scope changes attributable to the timing, implementation, or conditions of the execution of Bid Option No. 1 and the temporary egress stairs. BART shall not be responsible for funding any portion of the Project.

6. Meeting Regularly. The Parties recognize the Embarcadero Subway Station as an important piece of the City's transportation infrastructure. As such, the Parties agree to work in good faith together to respond to potential changing conditions that could occur that would affect the completion and acceptance of the Project. BART will be responsible for managing the construction of the project. After execution of this Agreement, BART and the SFMTA will meet regularly to review the contractor activity, the upcoming schedule of activities and make joint decisions on any pending contract options related to this project, including decisions to exercise changes to the contract. The SFMTA's Project Manager, Resident Engineer, and Maintenance of Way chief will be invited to the weekly progress meetings that are required by BART's contract with Schindler, whenever the Muni escalators are to be discussed at those meetings.

7. SFMTA Inspections. The SFMTA will review the Site Specific Work Plan (SSWP) before Schindler begins work. BART also will permit the SFMTA to inspect the work at the Check Points and covering the Inspection Areas indicated in Exhibit B to this Agreement. Any request by either Party to limit, change, or stop construction activity must be submitted in writing via electronic mail to the other Party.

8. Review of Schindler Requests for Information and Changes. BART will be the lead designer and will be responsible for responses to requests for information and changes presented by Schindler. The SFMTA will be given the opportunity to review each response to a request for information or changes and provide comments before the final version is provided to Schindler.

9. San Francisco Fire Department Fire Marshall Review and Approval. BART's design of the staircase/egress solution will be provided to the San Francisco Fire Department Fire Marshall for review and approval before including the scope of work for the staircase/egress solution in this Agreement.

10. Temporary Egress Stair Ownership. Upon completion of the installation of the temporary staircase and acceptance by the SFMTA and the San Francisco Fire Department, ownership of and responsibility for the temporary staircase shall transfer to the SFMTA. The

SFMTA shall thereafter be solely responsible for all maintenance, repair, and liability associated with the temporary staircase throughout its lifecycle and inclusive of all costs associated with its dismantling, removal, and disposition.

11. Coordination Between SFMTA and BART Teams. Construction management items will be coordinated through BART's Resident Engineer. If Schindler submits coordination requests for their work, such as requests to the SFMTA's Transit Management Center, or for non-revenue hour work, BART will inform the SFMTA to give the SFMTA the opportunity to attend meetings discussing those requests or to respond in writing, as necessary.

12. Notices. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or electronic mail, addressed as follows:

If to BART:

San Francisco Bay Area Rapid Transit District
2150 Webster Street
Oakland, CA 94612
ATTN: Mark Dana, Project Manager
Email: mdana@bart.gov

If to the SFMTA:

San Francisco Municipal Transportation Agency
1 South Van Ness Avenue, 8th Floor
San Francisco, CA 94102
ATTN: Christian Kalinowski, Project Manager
Email: christian.kalinowski@sfmta.com

Either Party may modify the contact information above by electronic mail to the other Party notifying of said modification.

13. Dispute Resolution. Paragraph 24 of the JMA, "Clarification and Resolution of Disputes" applies to this MOU:

Whenever areas of responsibility, authority or lines of communication between BART staff and City and County of San Francisco staff require clarification, or whenever disputes regarding performance or practice under this-Agreement arise which cannot be settled in the normal course of events, the General Manager of BART and the Director of Transportation of the SFMTA shall make diligent efforts to resolve the issue by any means within their authority, including joint memoranda of understanding, which shall be binding upon the parties, to the extent of their authority.

In the normal course of events, the Parties will follow the Issue Resolution Ladder attached as Exhibit C.

14. Compliance with Laws. In the performance of this Agreement, each Party shall comply with all local, state and federal laws, and regulations applicable to that Party.

15. Governing Law. Venue for all actions concerning this Agreement shall be brought in San Francisco, California, and the laws of the State of California shall apply to interpretation and enforcement of this Agreement.

16. Headings. All article and section headings and captions contained in this Agreement are for reference only and will not be considered in construing this Agreement.

17. Entire Agreement. This Agreement sets forth the entire Agreement between the Parties and supersedes all other oral or written provisions.

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

19. Successors; No Third-Party Beneficiaries. The terms of this Agreement will be binding upon, and inure to the benefit of, the Parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, will be construed to give any person or entity (other than the Parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

20. Incorporation of Recitals and Exhibits. The Recitals and Exhibits are incorporated into this Agreement.

Exhibits:

Exhibit A – March 26, 2024 Decision Memorandum

Exhibit B – SFMTA Inspection Check Points

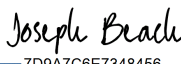
Exhibit C – Issue Resolution Ladder

This Agreement has been executed as of the date first noted above.

**CITY AND COUNTY OF SAN FRANCISCO
MUNICIPAL TRANSPORTATION
AGENCY**

**SAN FRANCISCO BAY AREA RAPID
TRANSIT DISTRICT**

By: _____
Julie B. Kirschbaum
Director of Transportation

Signed by:

By: _____
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Joseph Beach
Chief Financial Officer



Decision Memorandum

To: Julie Kirschbaum, Director of Transit
Jonathan Rewers, Chief Strategy Officer

CC: Ted Graff, Acting Director of Streets
Bree Mawhorter, Chief Financial and Administrative Officer

Through: Aidin Sarabi, Director of Capital Programs & Construction ^{AS}
Parand Maleki, Deputy Director of Program Delivery ^{PM}

From: Christian Kalinowski, Capital Programs & Construction

Date: March 26, 2024

Subject: Embarcadero Station Escalator Rehabilitation Construction Payment

DECISION

This document memorializes the business decision to proceed with executing BART Contract 15LK-120A Market Street Escalators Renovation Project Contract Option No. 1 for the rehabilitation of the SFMTA's escalators in the Embarcadero Station. Additionally, by signatory approval below, this memorandum confirms the SFMTA's commitment to funding the hard and soft costs associated with the project's scope of work.

BACKGROUND

In July 2023, the Embarcadero Station Rehabilitation Project's Pre-Development Report (PDR) was approved by project stakeholders, allowing the project to proceed into preliminary engineering. Soon after the PDR approval, BART's contractor for their Market Street Escalators Renovation Project indicated that they are still interested in proceeding with BART Contract Option No. 1 for the rehabilitation of the escalators that service the Muni concourse and platform levels. Additionally, BART's contractor indicated that they are interested in delivering the related permanent staircase, which represented a best-case scenario for the SFMTA by reducing design and contracting time, reducing overall project costs, and reducing construction impacts on Muni patrons.

In October 2023, the SFMTA, BART, and BART's contractor met at the Embarcadero Station to discuss the scope of work, track clearance techniques, and liquidated damages. Soon afterward, the SFMTA agreed that liquidated damage negotiations were in the best interest of the SFMTA, as negotiating the contract language would help meet the SFMTA's goals. Revised liquidated damage language was prepared and provided to BART for incorporation into their contract in November 2023.

In March 2024, the SFMTA's Transportation Capital Committee (TCC) approved the FY25-27 Capital Improvement Program, which included funding programming for the SFMTA's FC106 Embarcadero Station Rehabilitation project.

With BART's contract option execution deadline approaching in April 2024, BART is seeking written confirmation that the SFMTA is committed to funding hard and soft costs associated with the escalator rehabilitation and permanent staircase construction.

Decision Memorandum



COST SAVING BREAKDOWN

The SFMTA stands to save a significant amount of funding by proceeding with the execution of BART’s Contract Option No. 1. The table below outlines the estimated cost of the option against the estimated cost if SFMTA were to proceed without it. The cost of construction for the permanent staircase is not yet negotiated and will be dependent on BART’s contractor’s official proposal. The permanent staircase work is estimated to be approximately \$1 million. Additionally, it should be noted that the SFMTA will still need to budget for internal soft costs associated with outreach, coordination, and engineering assistance during construction. However, the amount of funding to be saved greatly outweighs the cost of both the permanent staircase and the internal soft costs.

	BART Contract Option	SFMTA CIP Estimate
Construction Hard Cost	\$5,696,652.00	\$7,560,000.00
Construction Soft Cost	\$1,682,000.00	\$1,134,000.00
Escalation	\$0.00	\$2,826,393.00
Total	\$7,288,652.00	\$11,520,393.00

An official memorandum of understanding (MOU) between SFMTA and BART that outlines the roles and responsibilities for the construction and commissioning of the escalators and permanent staircase is forthcoming. The SFMTA and BART will proceed with preparing the MOU upon approval to proceed.

APPROVALS

With the signature approvals below, the SFMTA commits to funding the hard and soft costs associated with the FC106 Embarcadero Rehabilitation Project.

Role	Name	Signature	Date
Director of Transit	Julie Kirschbaum		April 2, 2024
Chief Strategy Officer	Jonathan Rewers		March 31, 2024

Exhibit B – SFMTA Inspection Check Points

Check Point No.	Check Point on Work Completion	Inspection Areas
1	After barricade installation	Barricade layout, details, and signage
2a	After truss clean down	Existing welds and damages on truss and supports
2b	After truss clean down	Condition of existing drip pan
3	After truss weldments and modification work	New welds and damage repairs on truss and supports
4	After track block and bracket installation	Bull gear washer pinning and welds on brackets; track welds, welds on ribs/crossmembers, and balustrade bracket welds
5	After completed painting on all welds and truss	Measure pain thickness
6	After electrical installation	Flex conduit length and securing, wire and cabinet labeling, grounding
7	After decking installation	Gaps, sharp edges, smooth joints, level, alignment
8	After cladding/handrail installation	Gaps, sharp edges, smooth joints, coverings, and fasteners.
9	After balustrade and skirt panel installation	Gaps, smooth joints, grains
10	After mechanical installation	Commissioning testing and inspections
11	After stainless steel gate installation	Escalator interlock with stainless steel gates
12	After barricade removal	Tape stains and cleanup on floor
13	Temporary egress stairs	Shop drawing, demolition and disposal, construction barricades, metal floor cover plate at top of scaffolding, floor restoration after scaffolding removal

Exhibit C – Issue Resolution Ladder

Level	BART	SFMTA	Time Goal
V	<i>General Manager</i> Robert Powers	<i>Director of Transportation</i> Julie Kirschbaum	1 week
IV	<i>Acting Assistant General Manager, Infrastructure Delivery</i> Joy Sharma	<i>Director of Streets</i> Viktoriya Wise	1 week
III	<i>Assistant Chief Delivery Officer</i> Zecharias Amare	<i>Deputy Director of Program Delivery</i> Parand Maleki	3-5 days
II	<i>Project Manager</i> Mark Dana	<i>Project Manager</i> Christian Kalinowski	1-3 days
I	<i>Resident Engineer</i> Wen Huang	<i>Project Manager</i> Christian Kalinowski	1 day