

THIS PRINT COVERS CALENDAR ITEM NO.: 10.2

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Capital Programs & Construction

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to execute Amendment No. 3 to SFMTA Contract No. CS-174, Professional Project Management and Construction Management Support Services for Van Ness Corridor Transit Improvement Project, with HNTB Corporation, to retroactively extend the term of the contract three months to September 30, 2023, with no change to the contract amount, for project construction contractor claims review and other project management services.

SUMMARY:

- On February 6, 2018, the SFMTA Board of Directors adopted Resolution No. 180206-021, authorizing the Director of Transportation to execute Contract No. CS-174, Professional Project Management and Construction Management Support Services for Van Ness Corridor Transit Improvement Project, with HNTB Corporation (Contract), for a total amount not to exceed \$5,701,475, and a term not to exceed three years. Under that Contract, HNTB provided project and construction management services to the Van Ness Corridor Transit Improvement Project (also known as the Van Ness Bus Rapid Transit Project) (Project).
- The Contract has been modified twice before to increase the contract amount by 38.5%, or by \$2,193,525 to \$7,895,000 and to extend contract time by 852 calendar days or 78% to June 30, 2023, due to delays in Project construction and to resolve Walsh Construction's (Contractor) claims for additional compensation arising from those delays.
- Amendment No. 3 will retroactively extend the term of Contract an additional three months to September 30, 2023, for HNTB to provide support to SFMTA in reviewing claims submitted by the Project construction contractor and to perform other project management services to close-out the Project, with no change to the contract amount.

ENCLOSURES:

1. SFMTAB Resolution
2. Contract No. CS-174 Amendment No. 3
3. Project Budget and Financial Plan

APPROVALS:

DATE

DIRECTOR	 _____	July 12, 2023 _____
SECRETARY	 _____	July 11, 2023 _____

ASSIGNED SFMTAB CALENDAR DATE: July 18, 2023

PAGE 2.

PURPOSE

To authorize the Director of Transportation to execute Amendment No. 3 to SFMTA Contract No. CS-174, Professional Project Management and Construction Management Support Services for Van Ness Corridor Transit Improvement Project, with HNTB Corporation, to retroactively extend the term of the contract three months to September 30, 2023, with no change to the contract amount, for project construction contractor claims review and other project management services to close out the Van Ness Bus Rapid Transit Project.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

Goal 1: Identify and reduce disproportionate outcomes and resolve past harm towards marginalized community.

Goal 4: Make streets safer for everyone.

Goal 5: Deliver reliable and equitable transportation services.

Goal 6: Eliminate pollution and greenhouse gas emissions by increasing use of transit, walking and bicycling.

Transit First 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
2. Public transit, including taxis and vanpools, is an economically and environmentally sound alternative to transportation by individual automobiles. Within San Francisco, travel by public transit, by bicycle and on foot must be an attractive alternative to travel by private automobile.
3. Decisions regarding the use of limited public street and sidewalk space shall encourage the use of public rights of way by pedestrians, bicyclists, and public transit, and shall strive to reduce traffic and improve public health and safety
4. Transit priority improvements, such as designated transit lanes and streets and improved signalization, shall be made to expedite the movement of public transit vehicles (including taxis and vanpools) and to improve pedestrian safety.
5. Pedestrian areas shall be enhanced wherever possible to improve the safety and comfort of pedestrians and to encourage travel by foot.
6. Parking policies for areas well served by public transit shall be designed to encourage travel by public transit and alternative transportation.
7. New transportation investment should be allocated to meet the demand for public transit generated by new public and private commercial and residential developments.
8. The ability of the City and County to reduce traffic congestion depends on the adequacy of regional public transportation. The City and County shall promote the use of regional mass transit and the continued development of an integrated, reliable, regional public transportation system.
9. The City and County shall encourage innovative solutions to meet public transportation needs wherever possible and where the provision of such service will not adversely affect the service provided by the Municipal Railway.

DESCRIPTION

Background:

The Project implemented the first bus rapid transit (BRT) service in San Francisco, which has improved transit reliability for the 47 and 49 Muni routes, and improved transit connections to transfer routes. The transit service and infrastructure changes realized by the Project are expected to reduce transit travel times by over 30 percent and increase ridership by about 33 percent.

Van Ness Avenue is a high-injury corridor. To improve safety along that corridor, the Project installed pedestrian countdown timers, pedestrian bulb-outs, and eliminated the majority of left turns from Van Ness Avenue onto cross streets. In addition, the Project replaced the 100-year-old sewer and water system along the length of the corridor, as well as selected sections of the auxiliary water supply system. The Project was jointly financed by the SFMTA and the San Francisco Public Utilities Commission (SFPUC).

On February 6, 2018, the SFMTA Board of Directors adopted Resolution No. 180206-021 authorizing the Director of Transportation to execute SFMTA Contract No. CS-174, Professional Project Management and Construction Management Support Services for Van Ness Corridor Transit Improvement Project, with HNTB Corporation, for a total amount not to exceed \$5,701,475, and a term not to exceed three years, for HNTB to provide project and construction management support to the Project. HNTB has provided as-needed support to the SFMTA in reviewing the project schedule, risk management, quality assurance/quality control, field inspections, project and construction management, and preparation of documentation for the Federal Transit Administration. The Contract has been modified twice before to increase the contract amount by \$2,193,525 to \$7,895,000 and to extend contract time 852 calendar days to June 30, 2023, due to delays in Project construction and to resolve Walsh Construction's claims for additional compensation arising from those delays.

Walsh Construction built the Project under the SFMTA Contract No. 1289. The SFMTA obtained beneficial use of the Project and opened it for revenue service on April 1, 2022. Walsh Construction submitted claims totaling approximately \$93 million. The SFMTA and the City Attorney's Office have had lengthy negotiations with Walsh Construction and have come to an agreement (subject to MTA Board approval) on the vast majority of those claims. The SFMTA requires HNTB's continued support to complete those negotiations and close-out that contract.

STAKEHOLDER ENGAGEMENT

Parties with an interest in the resolution of the construction contractor's claims will be informed when those negotiations are completed.

ALTERNATIVES CONSIDERED

The SFMTA could seek to competitively procure construction contractor claims review services, but no consultant other than HNTB would have the necessary experience with the Project to

PAGE 4.

perform the claim review and contract management services as efficiently and effectively as HNTB for the short period required.

FUNDING IMPACT

The costs of the additional claims review services that HNTB will provide are within the existing contract amount and will be funded through the existing approved budget for the Project. Funds allocated for Project management services that have not been required have been reallocated to pay for the proposed additional claims review services. As of May 26, 2023 \$7,477,000 of the \$7,895,000 contract amount had been expended and \$418,000 or 5.3% of the contract remains to be expended. Contract expenditure is detailed in the below table:

Contract No. CS-174, Professional Project Management and Construction Management Support Services for Van Ness Corridor Transit Improvement Project
Budget and Financial Plan

Task No.	Task Description	Total Billed to Date (as of May 26, 2023)
1A	As-Needed Specialized Schedule Services	\$ 294,000
1B	Monthly Schedule Services	\$ 220,000
2A	As-Needed FTA Presentation Services	\$ 127,000
2B	Quarterly Risk Management Services	\$ 143,000
3A	As-Needed Offsite Materials Testing	\$ -
4A	Full Time Construction Manager	\$ 3,864,000
4B	As-Needed Construction Management Support Services	\$ 187,000
5A	Annual PMP/CMP Update	\$ 91,000
6A	Full Time Technical Writer	\$ 971,000
7A	Full Time Office Engineer	\$ 814,000
8A	As-Needed Construction Inspection Services	\$ 614,000
9A	As-Needed Cost Estimating Services	\$ -
10A	As-Needed Claims Engineering Services	\$ 122,000
	Total	\$ 7,447,000

ENVIRONMENTAL REVIEW

On June 9, 2023, the SFMTA, under authority delegated by the Planning Department, determined that Amendment No. 3 to the Van Ness Project Management and Construction Support Services Contract No. CS-174 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.

PAGE 5.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

On May 4, 2022, the Department of Human Resources approved a modification to the Personnel Services Contract (PSC No. 40149-16/17).

The Contract Compliance Office has determined that HNTB is on pace to meet the 20% Small Business Enterprise and 8% Woman-owned Disadvantaged Business Enterprise participation goals established for this contract. The Contract Compliance Office also determined that HNTB is in compliance with the Non-discrimination Equal Employment requirements of the Contract and with the City's Equal Benefits Ordinance.

The City Attorney Office has reviewed this Calendar Item.

No other approvals are required to award this amendment.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors authorize the Director of Transportation to execute Amendment No. 3 to SFMTA Contract No. CS-174, Professional Project Management and Construction Management Support Services for Van Ness Corridor Transit Improvement Project, with HNTB Corporation, to retroactively extend the term of the contract three months to September 30, 2023, with no change to the contract amount, for project construction contractor claims review and other project management services.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The SFMTA Capital Programs & Construction Division requires contractor claims review support services to supplement SFMTA staff to complete the Van Ness Corridor Transit Improvement Project; and,

WHEREAS, On February 6, 2018, the SFMTA Board of Directors adopted Resolution No. 180206-021, authorizing the Director of Transportation to execute SFMTA Contract No. CS-174, Professional Project Management and Construction Management Support Services for Van Ness Corridor Transit Improvement Project (Project), with HNTB Corporation, for a total amount not to exceed \$5,701,475, and a term not to exceed three years; and,

WHEREAS, The Contract has been modified twice before to increase the contract amount \$2,193,525 to \$7,895,000 and to extend contract time 852 calendar days to June 30, 2023, due to delays in Project construction and to resolve Walsh Construction's claims for additional compensation arising from those delays; and,

WHEREAS, The SFMTA continues to need consultant services to support Project staff in resolving construction contractor claims and closing out the Project; and,

WHEREAS, The costs of the additional claims review services that HNTB will provide are within the existing contract amount, and will be funded through the existing approved budget for the Project; funds allocated for Project management services that have not been required have been reallocated to pay for the additional claims review services; and,

WHEREAS, On May 4, 2022, the Department of Human Resources approved the amendment to the Contract pursuant to Personal Services Contract (PSC) Request No. 40149-16/17; and,

WHEREAS, On June 9, 2023, the SFMTA, under authority delegated by the Planning Department, determined that Amendment No. 3 to Van Ness Project Management and Construction Support Services Contract No. CS-174 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); and,

WHEREAS, On June 30, 2023, SFMTA Contract No. CS-174 expired;
and,

WHEREAS, The SFMTA has identified HNTB as authorized to enter into a contract modification based on a noncompetitive proposal, in accordance with FTA Circular 4220.1F, Article VI.3.i.(1)(e)2.d, because it is providing services as an expert for a current claim, and this modification is consistent with the SFMTA's procurement policies and procedures; 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; and,

WHEREAS, The SFMTA's Contract Compliance Office has determined that HNTB has committed to meeting the 20% Small Business Enterprise and 8% Woman-owned Disadvantaged Business Enterprise participation goals; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute Amendment No. 3 to SFMTA Contract No. CS-174, Professional Project Management and Construction Management Support Services for Van Ness Corridor Transit Improvement Project, with HNTB Corporation, to retroactively extend the term of the contract three months to September 30, 2023, with no change to the contract amount, for project construction contractor claims review and other project management services.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of July 18, 2023.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

Enclosure 2
CITY AND COUNTY OF SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY

Amendment No. 3 to

Agreement with HNTB Corporation
for
Professional Project Management and Construction Management Support Services for the
Van Ness Corridor Transit Improvement Project

Contract No. CS-174
CCO No. 17-1436

This Amendment No. 3 to Agreement is made by and between HNTB Corporation (Consultant), and the City and County of San Francisco (City), acting by and through its San Francisco Municipal Transportation Agency (SFMTA).

Recitals

- A. On February 6, 2018, the San Francisco Municipal Transportation Agency (SFMTA) Board of Directors adopted Resolution No. 180206-021, authorizing the Director of Transportation to execute Contract No. CS-174, Professional Project Management and Construction Management Support Services for Van Ness Corridor Transit Improvement Project (Project), with HNTB Corporation, for a total amount not to exceed \$5,701,475, and a term not to exceed three years (the Contract or Agreement).
- B. On February 16, 2021, the SFMTA Board of Directors adopted Resolution No. 200216-021, authorizing the Director of Transportation to execute the First Amendment to the Contract, increasing the Contract Amount \$1,678,925 for a total amount not to exceed \$7,380,400, and extending the Contract Term 16 months to June 30, 2022.
- C. On June 21, 2022, the SFMTA Board of Directors adopted Resolution No. 220621-053, authorizing the Director of Transportation to execute the Second Amendment to the Contract, increasing the Contract Amount \$514,000 for a total amount not to exceed \$7,895,000, and extending the Contract Term one year to June 30, 2023.
- D. The SFMTA requires additional Consultant services to support the Agency's review of claims submitted by the Project construction contractor and to assist Agency staff in closing out the Project, and Consultant has agreed to provide the required additional services.

- E. The term of the Agreement expired as of June 30, 2023, but City and Contractor, each by their conduct, continue their contractual relationship consistent with the Agreement, despite the passing of the expiration date.
- F. The SFMTA and Consultant have agreed to amend the Agreement retroactively to update Appendix A to include the change to efforts required, reallocate funding from unused task amounts to compensate Consultant for the additional claims review and support services, and to extend the term of the Contract three months to September 30, 2023.
- G. On May 4, 2022, the Department of Human Resources approved a modification to the Personal Services Contract (PSC) request No. 40149-16/17 that increased the amount to \$9,000,000 and extended the duration of the Contract to December 31, 2023 (PSC No. 40149-16/17).
- H. The SFMTA has identified the Contractor as authorized to enter into a contract modification based on a noncompetitive proposal, in accordance with FTA Circular 4220.1F, Article VI.3.i.(1)(e)2.d, because it is providing services as an expert for a current claim, and this modification is consistent with the SFMTA's procurement policies and procedures.

NOW, THEREFORE, The Agreement is amended as follows:

- 1. Section 2.1 of Article 2 (Term of the Agreement) is amended to read as follows:
 - 2.1 The term of this Agreement shall commence on the Effective Date, and expire on September 30, 2023, unless earlier terminated as otherwise provided herein.
- 2. Appendix A (Scope of Work) is deleted and replaced in its entirety by a new Appendix A, which is attached hereto.
- 3. Appendix B (Calculation of Charges) is deleted and replaced in its entirety by a new Appendix B, which is attached hereto.

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement are unchanged and remain in full force and effect.

*The remainder of this page is intentionally blank.
Signatures are on the following page.*

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement on the date first mentioned above.

CITY

CONSULTANT

MUNICIPAL TRANSPORTATION AGENCY

Jeffrey P. Tumlin
Director of Transportation

Jeff Watson, P.E.
Vice President
HNTB Corporation

SFMTA Board of Directors

Resolution No. _____

Dated: _____

Attest:

Secretary, SFMTA Board

Approved as to Form
David Chiu, City Attorney

By: _____
David F. Innis
Deputy City Attorney

APPENDIX A

Scope of Services

I. Description of Services.

Task 1 Maintain and Analyze Project Schedule:

- A. Provide Project schedule analysis for time extensions related to change orders and claims on as-needed basis. Address concerns raised by the FTA Project Management Oversight Consultant (PMOC) on the current Project schedule.

Deliverables:

1. Time extension analysis resulting from Walsh's request for change orders and/or claims
 2. Supporting documentation to address PMOC concerns and comments
- B. Review monthly schedule update provided by Walsh as described below.
1. Review Project schedule and analyze schedule updates/changes
 2. Review construction scheduling submittals and identify any anomalies or manipulations
 3. Generate back-up to support schedule analyses/recommendations made
 4. Update the existing Project schedule by entering actual completion dates and showing schedule slip
 5. Attend monthly meetings with Walsh to resolve comments
 6. Document all findings in a schedule review and prepare for transmittal to Walsh for review and corrective action.
 7. Notify the SFMTA of any critical changes made by Walsh

Deliverables:

1. Provide comments to Walsh's monthly update.

Note:

1. After monthly meeting with Walsh, and if no further changes are needed to be made to the monthly schedule update comments, the Deliverable will be deemed accepted.

Duration: 67 months

Task 2 Risk Management:

- A. Provide support to the SFMTA during PMO and FTA reviews; prepare other presentations, as required.

Deliverables:

1. Provide presentations/documentation as requested by the SFMTA

- B. Update Risk Management Report four times a year and address the concerns raised by the FTA PMOC on continued implementation of a Risk and Contingency Management Program that is consistent with FTA requirements for ongoing identification, assessment analysis, mitigation, monitoring and controlling of risks. This task includes, but is not limited to, the following activities/duties:
1. Reconcile estimate, schedule, and risks consistent with FTA Risk Management Guidelines.
 2. Update the Risk and Contingency Management Program, with specific actions and owners of risks identified, including the identification of the five highest Project risks.
 3. Prepare contingency draw-down curve

Deliverables:

1. Four updated Risk Management Reports per year

Note:

1. Consultant shall provide a draft of the Deliverable. The SFMTA will provide comments within two weeks after delivery of the draft report. If the SFMTA has no comments to the draft, the Deliverable will be deemed accepted.

Duration: 67 months

Task 3 Quality Assurance/Quality Control (QA/QC) Assistance for Offsite Fabricated Materials:

- A. Provide assistance to the SFMTA throughout the Project, as directed by the SFMTA. This may include coordination with the laboratory providing the testing services and coordination with Caltrans personnel. It is currently anticipated that the following matters will need to be reviewed:
1. Welding QC program
 2. Testing facility QC program
 3. Walsh's and fabricators' QC programs
 - a. Prior to material fabrication (e.g., poles, pole attachments, pole anchoring systems, traffic signal cabinets), Consultant shall provide the following services:
 - i. Assist SFMTA with preparing for and performing prefabrication meetings, as needed, for each fabrication facility where offsite fabrication will be performed.
 - ii. Discuss and coordinate with key stakeholders such as Caltrans, Walsh, and City representatives on testing protocol and the amount of non-destructive testing (NDT) that will be required.
 - iii. Develop process for resolution of questions (RFI or other process) to ensure compliance with Caltrans requirements, if such a process is not already in place.

- iv. Develop a submittals process (e.g., shop drawings, NDT reports, daily fabrication reports, welding reports) to ensure compliance with Caltrans requirements, if such a process is not already in place.

During fabrication, Consultant shall visit the site, as needed, to perform QA for NDT and address quality issues that may arise. There will be up to 15 site visits to fabrication site(s) and 60 tests of either high-strength fasteners or anchor bolts. For NDT, Consultant shall anticipate that the following tasks may be required:

1. Electroliers: welding NDT (e.g., visual testing (VT); paint (thickness and adhesions).
2. Sign posts: welding NDT (e.g., magnetic particle testing (MT), VT, ultrasonic testing (UT)); paint (thickness and adhesions).
3. Oversight review of Walsh's submittal of QC documents pertaining to offsite production at fabrication facilities.
4. Assist SFMTA in resolution of fabrication issues.
5. Sampling and testing of high-strength fasteners. Testing lab to be accredited by American Association of State Highway and Transportation Officials (AASHTO) for the testing performed.
6. Sampling and testing of anchor bolts. Test lab to be AASHTO-accredited for the testing performed.

After fabrication, Consultant shall assist the City with final review of submittals and questions/RFI's that are related to fabrication.

Deliverables:

1. Provide review comments for QC documentation reviewed
2. Process for resolution of questions (if required)
3. Submittals process (if required)
4. Each inspection and test performed under this task must be memorialized in a detailed report with supporting documentation (e.g., non-compliance reports or NCRs, inspection reports, test reports, submittal review comments). These reports shall be submitted no later than five business days after each inspection/test.

Duration: 67 months

Task 4 Construction Management:

- A. Consultant shall provide two full-time employees collocated at the Project office to perform the following:
 1. Supervise professional and technical engineering personnel, including Subconsultants, in the preparation of contract documents for a wide variety of work related to the Project's construction; ensure that the contract documents comply with federal, regional and local requirements.

2. Assist with development or updates to project Operations and Maintenance Plan, as requested
3. Support Testing and Start-Up Plan, as requested
4. Prepare safety and security checklists and procedures
5. Monitor Walsh's compliance with all contract provisions.
6. Assist SFMTA in negotiating and preparing contract modifications; help resolve any claims and disputes that may arise.
7. Assist the SFMTA with the supervision and monitoring of the inspection of a wide variety of construction-related issues.
8. Provide construction support to ensure compliance with engineering designs, drawings and specifications, and project objectives; prepare cost estimates of labor, equipment, and materials; perform engineering calculations.
9. Analyze and solve complex engineering and process-related problems, which may involve water/wastewater construction, traffic systems, and civil, chemical (environmental/sanitary), structural, electrical, and mechanical issues.
10. Write, review, and/or approve project correspondence, reports and other related documents, which will be kept and stored in the Project file.
11. Conduct meetings and make presentations to agency staff and the public.
12. Consultant shall reduce efforts for employees, to a part-time basis, for the last three months of the Contract.

Deliverables:

1. Final Safety and Security Checklist and Procedures
 2. Other relevant documentation prepared as described above
- B. On an as-needed basis, provide other construction management services, including, but not limited to, the following:
1. Contract administration
 2. SharePoint technical support
 3. Safety Manual support
 4. Other construction management-related services.

Duration: 67 months

Task 5 Project Management Plan (PMP) and Construction Management Plan (CMP) Support:

- A. Review the current PMP and CMP used by the SFMTA and assist with their ongoing evolution, management, and as-needed reporting/Project updates. Provide Project PMP and CMP additions, edits, and updates on an annual basis. Incorporate proposed responses to FTA comments on the PMP/CMP submittals or related queries.

Deliverables:

1. One updated PMP per year for FTA (four in total)
2. One updated CMP per year for FTA (four in total)

Note:

1. The Consultant shall provide a draft of each Deliverable. The SFMTA will provide comments within two weeks after delivery of the draft report. If the SFMTA has no comments, the Consultant shall submit a final report and the Deliverable will be considered accepted.

Duration: 67 months

Task 6 Technical Writing Support:

- A. Provide one full-time technical writer to assist the SFMTA with completion of various tasks including, but not limited to, the following:
 1. Draft letters that involve technical scope
 2. Prepare meeting minutes involving design issues
 3. Prepare contract change documents, especially relating to technical scope, such as proposed change orders, and records of negotiations
 4. Sort, log, and distribute incoming documents from Walsh for in-house review
 5. Collect, consolidate, and edit the technical comments/responses to queries when requested
 6. Coordinate project testing and training classes
 7. Other construction office duties as assigned by the Construction Manager

Duration: 67 months

Task 7 Office Engineering Support:

- A. Provide one full-time Office Engineer to perform various duties, including assisting the SFMTA to:
 1. Manage submission of samples, shop drawings, O&M manuals, and other submissions among construction contractors and design stakeholders.
 2. Oversee the responses to requests for information. This includes maintaining a log of requests, preparing non-technical responses, and expediting technical responses from the appropriate parties.
 3. Manage and monitor exception activities from submittals, test reports, inspection reports, non-compliance reports, and meetings.
 4. Provide document control support:
 - i. maintain the Project files, including data, correspondence, reports, contracts, Project drawings, specifications, changes, photographs, and other records pertaining to the Project;
 - ii. compile closeout documents, including contract documents, test reports and testing and commissioning documentation, manuals and warranties.
 5. Other construction office duties assigned by the Engineer.
- B. Consultant shall reduce efforts for employee, to a part time basis, for the last three months of the Contract.

Duration: 67 months

Task 8 Construction Inspector Support:

- A. On an as-needed basis, provide Construction Inspector(s) to ensure compliance with contract plans, specifications, applicable codes, and safety regulations. Engineering construction inspection includes, but is not limited to, the following activities/duties:
1. Monitor and inspect the work of Walsh and its subcontractors for compliance with plans, specifications and schedules.
 2. Prepare and maintain Project documentation, including daily reports, force accounts, materials testing, and other construction records.
 3. Participate in and/or conduct planning, preconstruction, coordination, progress, scheduling and field staff meetings.
 4. Review plans, specifications, submittals, shop drawings, change orders, constructability reviews and contract closeout records.
 5. Assist in detecting and resolving disputes and/or problems
 6. Respond to complaints from the public.
 7. Ensure that all required tests, operations, measurements, and inspections are scheduled, ordered, satisfactorily completed, and documented for quality assurance/quality control
 8. Assist SFMTA staff working on progress payments by verifying and preparing quantity and progress estimates.
 9. Review change orders for implementation.
 10. Make field measurements and maintain as-built drawing records.
 11. Conduct and/or witness testing of contract material, equipment, and installations.
 12. Report safety and traffic hazards, defective work and debris to the contractor for correction.

Deliverables:

1. Daily Inspection Reports
2. Daily/monthly quantity sheets

Duration: 67 months

Task 9 Independent Cost Estimate:

- A. On an as-needed basis, provide independent cost estimates for contract change orders and claim settlements consistent with FTA guidelines (e.g., using standard cost categories).

Deliverables:

1. Bottom-up estimate with labor, equipment, material, surcharges, and taxes.
2. Independent cost estimate consistent with FTA guidelines and project SCC codes.

Duration: 67 months

Task 10 Contract Administration Support/Claims Engineer Services:

- A. On an as-needed basis, work with the Project team to prepare contract change orders, modifications, and/or claims packages that are consistent with FTA requirements. The Claims Engineer and support staff will perform the following services:
1. Evaluation of the merit of Walsh-requested change orders
 2. Prepare cost analysis (including analysis of proposed profit)
 3. Prepare schedule analysis
 4. Provide pre-negotiation strategy
 5. Negotiations, including preparing records of negotiations
 6. Assemble final change order/modification package
 7. Prepare position paper for claims
 8. Prepare defensive argument against claims and recommendation for settlement

Deliverables:

1. Independent cost estimates
2. Cost analysis (including analysis of proposed profit)
3. Schedule analysis
4. Records of negotiations
5. Evaluations of change order requests
6. Position paper for claims
7. Support documents for defensive argument against claims and recommendation for settlement

Duration: 67 months

II. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

III. Deliverables

Contractor shall submit written Deliverables as requested by the SFMTA. Format for the content of such Deliverables shall be determined by the SFMTA. The timely submission of all deliverables is a necessary and material term and condition of this Agreement. The Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

IV. Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the SFMTA will be Peter Gabancho, P.E.

APPENDIX B

CALCULATION OF CHARGES

Task	Sub-Task	Sub-Task Description	Method of Payment	Total Revised Cost
Task 1 - Maintain and Analyze Project Schedule	1A	As-Needed Specialized Schedule Services	Cost + Fixed Fee	\$ 293,720.59
	1B	Monthly Schedule Services	Unit Price	\$ 219,658.04
Task 2 - Risk Management	2A	As-Needed FTA Presentation Services	Cost + Fixed Fee	\$ 144,186.81
	2B	Quarterly Risk Management Services	Unit Price	\$ 143,241.70
Task 3 - QA/QC for Offsite Fabricated Materials	3A	As-Needed Offsite Materials Testing	Cost + Fixed Fee	\$ -
Task 4 - Construction Management	4A	Full-Time Construction Manager	Cost + Fixed Fee	\$ 4,193,969.82
	4B	As-Needed Construction Management Support Services	Cost + Fixed Fee	\$ 196,843.21
Task 5 - PMP/CMP Support	5A	Annual PMP/CMP Update	Unit Price	\$ 139,356.66
Task 6 - Technical Writing Support	6A	Full-Time Technical Writer	Cost + Fixed Fee	\$ 971,412.79
Task 7 - Office Engineering Support	7A	Full-Time Office Engineer	Cost + Fixed Fee	\$ 856,420.77
Task 8 - Construction Inspector Support	8A	As-Needed Construction Inspection Support Services	Cost + Fixed Fee	\$ 613,880.62
Task 9 - Independent Cost Estimate	9A	As-Needed Cost Estimating Services	Cost + Fixed Fee	\$ -
Task 10 - Contract Administration Support/Claims Engineer Services	10A	As-Needed Claims Engineering Services	Cost + Fixed Fee	\$ 121,635.59
TOTAL AMOUNT				\$ 7,894,538.23

Rounded to:	\$ 7,895,000.00
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Task 1 - Maintain and Analyze Project Schedule

DESCRIPTION OF COST ELEMENTS

Name	Hours through 6/30/22	Hours for 7/1/22 through 12/31/22	Hours for 1/1/23 through 6/30/23	Direct Hourly Rate	Cost
Sub-Task 1A: As-Needed Specialized Schedule Services					
PRIME: HNTB Corporation					
Alex Hein, Scheduler - Year 1	76.50			\$ 54.16	\$ 4,143.24
Sean Luong - Year 2	129.00			\$ 80.00	\$ 10,320.00
SUBCONSULTANT(S): Acumen Building Enterprise					
David Folkman-More, Scheduler - Year 1	387.75			\$ 43.45	\$ 16,847.74
David Folkman-More, Scheduler - Year 2	284.00			\$ 43.45	\$ 12,339.80
David Folkman-More, Scheduler - Year 2	490.25			\$ 44.75	\$ 21,938.69
David Folkman-More, Scheduler - Year 3	117.00			\$ 44.75	\$ 5,235.75
David Folkman-More, Scheduler - Year 3	325.50			\$ 60.00	\$ 19,530.00
David Folkman-More, Scheduler - Year 4	92.25			\$ 60.00	\$ 5,535.00
David Folkman-More, Scheduler - Year 4	239.00			\$ 61.80	\$ 14,770.20
David Folkman-More, Scheduler - Year 5 (Through 4/22)	8.50			\$ 61.80	\$ 525.30
David Folkman-More, Scheduler - Year 5 (Through 6/22)	0.00			\$ 63.65	\$ -
David Folkman-More, Scheduler - 6 (Through 6/23)		0.00	0.00	\$ 70.00	\$ -
George Escano, Scheduler - Year 4	67.00			\$ 65.00	\$ 4,355.00

TC Chang, Scheduler - Year 5 (Through 4/22)	25.25			\$	81.64	\$	2,061.41
TC Chang, Scheduler - Year 5 (Through 6/22)	0.00			\$	81.64	\$	-
TC Chang, Scheduler - Year 6 (Through 6/23)		0.00	0.00	\$	95.00	\$	-
Total Direct Labor	2036.50	0.00	0.00			\$	117,602.13
Overhead for HNTB	147.34%			\$	14,463.24	\$	21,310.14
Overhead for Acumen	131.27%			\$	103,138.89	\$	135,390.41
Total Direct Labor and Overhead						\$	274,302.68
Other Direct Costs (ODC) - Year 1						\$	116.58
Other Direct Costs (ODC) - Year 2						\$	80.33
Fixed Fee/Profit						\$	19,221.00
Total Estimated Cost for Sub-Task 1A						\$	293,720.59

Sub-Task 1B: Monthly Schedule Services							
DESCRIPTION OF UNIT PRICE COST ELEMENTS							
Subconsultant: Acumen Building Enterprise							
	Quantity				Agreed Payment Per Delivery		Total
Schedule Reviews – 12 ea @ \$4,375.56 – Year 1	10.00				\$ 4,375.56	\$	43,755.60
Schedule Reviews – 12 ea @ \$4,375.56 – Year 2	12.00				\$ 4,375.56	\$	52,506.72
Schedule Reviews – 12 ea @ \$4,375.56 – Year 3	12.00				\$ 4,375.56	\$	52,506.72
Schedule Reviews – 12 ea @ \$5,453.00 – Year 4	12.00				\$ 5,453.00	\$	65,436.00
Schedule Reviews – 12 ea @ \$5,453.00 – Year 5	1.00				\$ 5,453.00	\$	5,453.00
Total Estimated Cost for Sub-Task 1B						\$	219,658.04

Total Estimated Cost for Task 1						\$	513,378.63
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Task 2 - Risk Management

DESCRIPTION OF COST ELEMENTS

Name	Hours through 6/30/22	Hours for 7/1/22 through 12/31/22	Hours for 1/1/23 through 6/30/23	Hours for 7/1/23 through 9/30/23	Direct Hourly Rate	Cost
Sub-Task 2A: As-Needed FTA Presentation Services						
PRIME: HNTB Corporation						
Chuck Morganson, Risk Manager - Year 1	0.00				\$ 115.92	\$ -
Chuck Morganson, Risk Manager - Year 2	3.00				\$ 115.92	\$ 347.76
Chuck Morganson, Risk Manager - Year 2	9.00				\$ 119.40	\$ 1,074.60
Chuck Morganson, Risk Manager - Year 3	4.00				\$ 122.98	\$ 491.92
Chuck Morganson, Risk Manager - Year 4	9.00				\$ 122.98	\$ 1,106.82
Chuck Morganson, Risk Manager - Year 4	17.00				\$ 126.67	\$ 2,153.39
David Norfleet Risk Management Support - Year 1	8.25				\$ 91.76	\$ 757.02
David Norfleet Risk Management Support - Year 2	25.75				\$ 91.76	\$ 2,362.82
Kieran Kelly-Sneed Risk Management Support Year 1	11.50				\$ 63.12	\$ 725.88
Kieran Kelly-Sneed Risk Management Support Year 2	3.75				\$ 63.12	\$ 236.70
Kieran Kelly-Sneed Risk Management Support Year 2	68.25				\$ 65.01	\$ 4,436.93
Kieran Kelly-Sneed Risk Management Support Year 3	16.00				\$ 65.01	\$ 1,040.16
Kieran Kelly-Sneed Risk Management Support Year 3	79.00				\$ 66.32	\$ 5,239.28
Kieran Kelly-Sneed Risk Management Support Year 4	74.50				\$ 66.32	\$ 4,940.84
Kieran Kelly-Sneed Risk Management Support Year 4	157.25				\$ 68.31	\$ 10,741.75
Kieran Kelly-Sneed Risk Management Support Year 5 (Through 4/22)	30.00				\$ 68.31	\$ 2,049.30
Kieran Kelly-Sneed Risk Management Support Year 5 (Through 6/22)	33.50				\$ 70.36	\$ 2,357.06

Kieran Kelly-Sneed Risk Management Support Year 6 (Through 6/23)		78.25	0.00		\$ 79.04	\$ 6,184.88
Kieran Kelly-Sneed Risk Management Support Year 7*				80.00	\$ 81.41	\$ 6,512.80
Total Direct Labor	549.75	78.25	0.00	80.00		\$ 52,759.91
Overhead for HNTB	147.34%				\$ 52,759.91	\$ 77,736.45
Total Direct Labor and Overhead						\$ 130,496.36
Other Direct Costs (ODC) -Year 1						\$ 2,458.82
Other Direct Costs (ODC) -Year 2						\$ 2,131.63
Fixed Fee/Profit						\$ 9,100.00
Total Estimate Cost for Sub-Task 2A						\$ 144,186.81
*Pending SFMTA approval of 3% rate escalation						

Sub-Task 2B: Quarterly Risk Management Services						
DESCRIPTION OF COST ELEMENTS						
	No. of Deliverables				Agreed Payment Per Delivery	Total
Risk Management report - 2 ea @ \$10,866.67 - Year 1	2.00				\$ 10,866.67	\$ 21,733.34
Risk Management report - 4 ea @ \$10,866.67 - Year 2	4.00				\$ 10,866.67	\$ 43,466.68
Risk Management report - 4 ea @ \$10,866.67 - Year 3	4.00				\$ 10,866.67	\$ 43,466.68
Risk Management report - 3 ea @ \$11,525.00 - Year 4	3.00				\$ 11,525.00	\$ 34,575.00
Total Estimated Cost for Sub-Task 2B						\$ 143,241.70

Total Estimated Cost for Task 2	\$ 287,428.51
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Task 3 - Quality Assurance/Quality Control (QA/QC) Assistance for Offsite Fabricated Materials

DESCRIPTION OF COST ELEMENTS					
Direct Labor (Specify)	Hours through 6/30/22	Hours for 7/1/22 through 12/31/22	Hours for 1/1/23 through 6/30/23	Direct Hourly Rate	Cost
Sub-Task 3A: As-Needed Offsite Materials Testing					
PRIME: HNTB Corporation					
Chuck Morganson, QA Support - Year 6 (Through 6/23)		0.00	0.00	\$ 149.28	\$ -
Total Direct Labor	0.00	0.00	0.00		\$ -
Overhead for HNTB	147.34%			\$-	\$ -
Total Direct Labor and Overhead					\$ -
Fixed Fee/Profit					\$ -
Total Estimated Cost for Sub-Task 3A					\$ -
Total Estimated Cost for Task 3					\$ -

Task 4 - Construction Management Support Services

DESCRIPTION OF COST ELEMENTS

Name	Hours through 6/30/22	Hours for 7/1/22 through 12/31/22	Hours for 1/1/23 through 6/30/23	Hours for 7/1/23 through 9/30/23	Direct Hourly Rate	Cost
Sub-Task 4A: Full-Time Construction Manager						
PRIME: HNTB Corporation						
Devang Desai, Construction Management - Year 1	1534.00				\$ 98.88	\$ 151,681.92
Devang Desai, Construction Management - Year 2	771.00				\$ 98.88	\$ 76,236.48
Devang Desai, Construction Management - Year 2	961.50				\$ 101.85	\$ 97,928.78
Devang Desai, Construction Management - Year 3	436.00				\$ 101.85	\$ 44,406.60
Devang Desai, Construction Management - Year 3	1324.75				\$ 104.90	\$ 138,966.28
Devang Desai, Construction Management - Year 4	499.00				\$ 104.90	\$ 52,345.10
Devang Desai, Construction Management - Year 4	1339.50				\$ 109.44	\$ 146,594.88
Devang Desai, Construction Management - Year 5 (Through 4/22)	487.00				\$ 109.44	\$ 53,297.28
Devang Desai, Construction Management - Year 5 (Through 6/22)	64.00				\$ 112.72	\$ 7,214.08
Devang Desai, Construction Management - Year 6 (Through 6/23)		44.25	122		\$ 123.20	\$ 20,482.00
Devang Desai, Construction Management - Year 7*				120	\$ 126.90	\$ 15,228.00
Lance Jackson, Construction Manager - Year 6 (Through 6/23)		665.50	866		\$ 142.06	\$ 217,493.86
Lance Jackson, Construction Manager - Year 7*				504	\$ 146.32	\$ 73,745.28
SUBCONSULTANT(S): Ghirardelli Associates						
Lance Jackson, Construction Manager - Year 2	1063.00				\$ 130.00	\$ 138,190.00

Lance Jackson, Construction Manager - Year 3	820.00				\$ 130.00	\$ 106,600.00
Lance Jackson, Construction Manager - Year 3	1027.00				\$ 133.90	\$ 137,515.30
Lance Jackson, Construction Manager - Year 4	496.00				\$ 133.90	\$ 66,414.40
Lance Jackson, Construction Manager - Year 4	1348.50				\$ 137.92	\$ 185,985.12
Lance Jackson, Construction Manager - Year 5 (Through 4/22)	408.00				\$ 137.92	\$ 56,271.36
Lance Jackson, Construction Manager - Year 5 (Through 6/22)	321.00				\$ 142.06	\$ 45,601.26
Lance Jackson, Construction Manager - Year 6 (Through 6/23)		192	0		\$ 142.06	\$ 27,275.52
Total Direct Labor	12900.25	901.75	987.50			\$ 1,859,473.49
Overhead HNTB (Field)	97.22%				\$ 1,006,647.25	\$ 978,662.46
Overhead for HNTB (Home)	147.34%				\$ 88,973.28	\$ 131,093.23
Overhead for Ghirardelli	130.41%				\$ 763,852.96	\$ 996,140.65
Total Direct Labor and Overhead						\$ 3,965,369.82
Other Direct Costs (ODC) - Year 3						\$ 500.00
Other Direct Costs (ODC) - Year 4						\$ 1,700.00
Other Direct Costs (ODC) - Year 6						\$ 5,000.00
Fixed Fee/Profit for 4A for Years 1 thru 6						\$ 206,000.00
Fixed Fee/Profit for 4A for Year 7						\$ 15,400.00
Total Estimated Cost for Sub-Task 4A						\$ 4,193,969.82
*Pending SFMTA approval of 3% rate escalation						

Sub-Task 4B: As-Needed Construction Management Support Services

DESCRIPTION OF COST ELEMENTS

Name	Hours through 6/30/22	Hours for 7/1/22 through 12/31/22	Hours for 1/1/23 through 6/30/23	Hours for 7/1/23 through 9/30/23	Direct Hourly Rate	Cost
Sub-Task 4B: As-Needed Construction Management Support Services						
Kanishka Kohzad, Contract Administrator - Year 1	150.25				\$ 32.24	\$ 4,844.06
Kanishka Kohzad, Contract Administrator - Year 2	66.00				\$ 32.24	\$ 2,127.84
Josh Bains, Contract Administrator - Year 2	61.25				\$ 27.92	\$ 1,710.10
Josh Bains, Contract Administrator - Year 3	94.00				\$ 27.92	\$ 2,624.48
Grant Martinez Contract Administrator - Year 1	2.00				\$ 40.00	\$ 80.00
Arif Naqvi Construction Support Year 1	80.00				\$ 73.36	\$ 5,868.80
Waleed Patel Contract Administrator - Year 1	19.00				\$ 29.36	\$ 557.84
Kim Franchi, PMP/CMP - Safety Manual Support - Year 1	25.75				\$ 109.28	\$ 2,813.96
Kim Franchi, PMP/CMP - Safety Manual Support - Year 2	1.00				\$ 109.28	\$ 109.28
Kieran Kelly-Sneed Construction Management Support - Year 1	61.00				\$ 63.12	\$ 3,850.32
Kieran Kelly-Sneed Construction Management Support - Year 2	30.00				\$ 63.12	\$ 1,893.60
Kathryn Magee, Project Engineer - Year 2	115.00				\$ 78.00	\$ 8,970.00
Kathryn Magee, Project Engineer - Year 3	71.50				\$ 78.00	\$ 5,577.00
Imani Carson, Engineer - Year 2	77.50				\$ 46.08	\$ 3,571.20
Imani Carson, Engineer - Year 3	20.00				\$ 46.08	\$ 921.60
Anderson Ren, Engineer - Year 2	55.75				\$ 54.32	\$ 3,028.34
Anderson Ren, Engineer - Year 3	46.75				\$ 54.32	\$ 2,539.46
Shannon Do, Engineer - Year 2	24.00				\$ 34.32	\$ 823.68
Curtis Lau, Engineer - Year 2	32.00				\$ 36.56	\$ 1,169.92

Engineer (as-Built Conversion for Caltrans)		0	0		\$ 60.00	\$ -
Johnny Chung, Contract Administrator - Year 3	79.00				\$ 28.88	\$ 2,281.52
Johnny Chung, Contract Administrator - Year 4	63.50				\$ 28.88	\$ 1,833.88
Johnny Chung, Contract Administrator - Year 4	188.50				\$ 29.75	\$ 5,607.88
Johnny Chung, Contract Administrator - Year 5 (Through 4/22)	61.00				\$ 29.75	\$ 1,814.75
Johnny Chung, Contract Administrator - Year 5 (Through 6/22)	46.25				\$ 30.64	\$ 1,417.10
Johnny Chung, Contract Administrator - Year 6 (Through 6/23)		121.75	0.00		\$ 35.52	\$ 4,324.56
Maria Soriano, Contract Administrator - Year 6			45.00		\$ 37.52	\$ 1,688.40
Maria Soriano, Contract Administrator - Year 7*				60.00	\$ 38.65	\$ 2,319.00
Total Direct Labor	1471.00	121.75	45.00	60.00		\$ 74,368.57
Overhead for HNTB (Home)	147.34%				\$ 74,368.57	\$ 109,574.64
Total Direct Labor and Overhead						\$ 183,943.21
Fixed Fee/Profit for 4B						\$ 12,900.00
Total Estimated Cost for Sub-Task 4B						\$ 196,843.21
*Pending SFMTA approval of 3% rate escalation						

Total Estimated Cost for Task 4	\$ 4,390,813.03
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Task 5 - PMP/CMP Support

Sub-Task 5A: Annual PMP/CMP Update			
DESCRIPTION OF UNIT PRICE COST ELEMENTS			
	No. of Deliverables	Agreement Payment Per Delivery	Total
PRIME: HNTB CORPORATION			
Update PMP/CMP Years 1 through 6	2.00	\$ 45,533.33	\$ 91,066.66
Year 7	1.00	\$ 48,290.00	\$ 48,290.00
Total Estimated Cost for Sub-Task 5A			\$ 139,356.66
Total Estimated Cost for Task 5			\$ 139,356.66

Task 6 - Technical Writing Support

DESCRIPTION OF COST ELEMENTS

Name	Hours through 6/30/22	Hours for 7/1/22 through 12/31/22	Hours for 1/1/23 through 6/30/23	Direct Hourly Rate	Cost
Sub-Task 6A: Full-Time Technical Writer					
Prime: HNTB Corporation					
Tim Bessette, Technical Writing Support - Year 1	1192.00			\$ 70.64	\$ 84,202.88
Arif Naqvi Technical Writer - Year 1	618.00			\$ 73.36	\$ 45,336.48
Arif Naqvi Technical Writer - Year 2	717.00			\$ 73.36	\$ 52,599.12
Arif Naqvi Technical Writer - Year 2	432.00			\$ 75.56	\$ 32,641.92
Shannon Do, Engineer - Year 3	1679.25			\$ 34.32	\$ 57,631.86
Shannon Do, Engineer - Year 4	491.50			\$ 34.32	\$ 16,868.28
Shannon Do, Engineer - Year 4	111.00			\$ 35.12	\$ 3,898.32
Curtis Lau, Engineer - Year 3	1715.00			\$ 36.56	\$ 62,700.40
Curtis Lau, Engineer - Year 4	483.50			\$ 36.56	\$ 17,676.76
Curtis Lau, Engineer - Year 4	1378.50			\$ 37.66	\$ 51,914.31
Curtis Lau, Engineer - Year 5 (Through 4/22)	414.00			\$ 37.66	\$ 15,591.24
Curtis Lau, Engineer - Year 5 (Through 6/22)	272.00			\$ 38.79	\$ 10,550.88
Curtis Lau, Engineer - Year 6 (Through 6/23)		80.00		\$ 39.20	\$ 3,136.00
Ryan Mun, Engineer - Year 4	215.00			\$ 56.40	\$ 12,126.00
Total Direct Labor	9718.75	80.00	0.00		\$ 466,874.45
Overhead for HNTB (Field)	97.22%			\$ 466,874.45	\$ 453,895.34
Total Direct Labor and Overhead					\$ 920,769.79
Fixed Fee/Profit					\$ 50,643.00
Total Estimated Cost for Sub-Task 6A					\$ 971,412.79

Total Estimated Cost for Task 6	\$ 971,412.79
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Task 7 - Office Engineer Support

DESCRIPTION OF COST ELEMENTS						
Name	Hours through 6/30/22	Hours for 7/1/22 through 12/31/22	Hours for 1/1/23 through 6/30/23	Hours for 7/1/23 through 9/30/23	Direct Hourly Rate	Cost
Sub-Task 7A: Full-Time Office Engineer						
Prime: HNTB Corporation						
Lydia Boumann Office Engineer Support - Year 1	366.50				\$ 35.36	\$ 12,959.44
Lydia Boumann Office Engineer Support - Year 1	287.00				\$ 42.48	\$ 12,191.76
Lydia Boumann Office Engineer Support - Year 2	803.75				\$ 42.48	\$ 34,143.30
Lydia Boumann Office Engineer Support - Year 2	1020.00				\$ 44.24	\$ 45,124.80
Lydia Boumann Office Engineer Support - Year 3	1887.25				\$ 44.24	\$ 83,491.94
Lydia Boumann Office Engineer Support - Year 4	513.50				\$ 44.24	\$ 22,717.24
Lydia Boumann Office Engineer Support - Year 4	1340.00				\$ 45.57	\$ 61,063.80
Lydia Boumann Office Engineer Support - Year 5 (Through 4/22)	476.50				\$ 45.57	\$ 21,714.11
Lydia Boumann Office Engineer Support - Year 5 (Through 6/22)	332.00				\$ 46.93	\$ 15,580.76
Lydia Boumann Office Engineer Support - Year 6 (Through 6/23)		776.50	584.75		\$ 49.12	\$ 66,864.60
Lydia Boumann Office Engineer Support - Year 7*				240.00	\$ 50.59	\$ 12,141.60
SUBCONSULTANT(S): Avila & Associates						
Kevin Cole, Office Engineer - Year 1	333.00				\$ 52.50	\$ 17,482.50

Total Direct Labor	7359.50	776.50	584.75	240.00		\$ 405,475.85
Overhead for Avila	129.00%				\$ 17,482.50	\$ 22,552.43
Overhead for HNTB (Field)	97.22%				\$ 375,851.75	\$ 365,403.07
Overhead for HNTB (Home)	147.34%				\$ 12,141.60	\$ 17,889.43
Total Direct Labor and Overhead						\$ 811,320.77
Fixed Fee/Profit for Years 1 thru 6						\$ 43,000.00
Fixed Fee/Profit for Year 7						\$ 2,100.00
Total Estimated Cost for Sub-Task 7A						\$ 856,420.77
*Pending SFMTA approval of 3% rate escalation						

Total Estimated Cost for Task 7						\$ 856,420.77
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Task 8 - Construction Inspector Support

DESCRIPTION OF COST ELEMENTS					
Direct Labor (Specify)	Hours through 6/30/22	Hours for 7/1/22 through 12/31/22	Hours for 1/1/23 through 6/30/23	Direct Hourly Rate	Cost
Sub-Task 8A: As-Needed Construction Inspection Support Services					
SUBCONSULTANT(S): Avila and Associates					
Christian Velasquez, Construction Inspection Support - Year 1	1078.00			\$ 65.87	\$ 71,007.86
Christian Velasquez, Construction Inspection Support (OT) - Year 1	3.00			\$ 87.38	\$ 262.14
Christian Velasquez, Construction Inspection Support - Year 2	608.75			\$ 65.87	\$ 40,098.36
Christian Velasquez, Construction Inspection Support - Year 2	940.00			\$ 67.85	\$ 63,775.33
Christian Velasquez, Construction Inspection Support (OT) - Year 2	18.00			\$ 87.38	\$ 1,572.84
Christian Velasquez, Construction Inspection Support - Year 3	482.00			\$ 67.85	\$ 32,703.70
Christian Velasquez, Construction Inspection Support - Year 3	588.00			\$ 69.89	\$ 41,095.32
					\$ -
Total Direct Labor	3717.75	0.00	0.00		\$ 250,515.56
Overhead for Avila	129.00%			\$ 250,515.56	\$ 323,165.07
Total Direct Labor and Overhead					\$ 573,680.62
Fixed Fee/Profit					\$ 40,200.00
Total Estimated Cost for Sub-Task 8A					\$ 613,880.62

Total Estimated Cost for Task 8	\$ 613,880.62
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Task 9 - Independent Cost Estimate

DESCRIPTION OF COST ELEMENTS					
Direct Labor (Specify)	Hours through 6/30/22	Hours for 7/1/22 through 12/31/22	Hours for 1/1/23 through 6/30/23	Direct Hourly Rate	Cost
Sub-Task 9A: As-Needed Cost Estimating Services					
PRIME: HNTB CORPORATION					
Cost Estimator - Year 1	0.00			\$ 65.00	\$ -
Cost Estimator - Year 2	0.00			\$ 66.95	\$ -
Cost Estimator - Year 3	0.00			\$ 68.96	\$ -
SUBCONSULTANT(S): TBD Consultants					
Sam Evison, Independent Cost Estimate - Year 4	0.00				\$ -
SUBCONSULTANT(S): Cooper Pugeda Management					
Bernard Layco, Independent Cost Estimate - Year 4	0.00				\$ -
Total Direct Labor	0.00	0.00	0.00		\$ -
Overhead for HNTB	147.34%			\$ -	\$ -
Overhead for TBD	122.62%			\$ -	\$ -
Overhead for Cooper Pugeda Management	110.90%			\$ -	\$ -
Total Direct Labor and Overhead					\$ -
Fixed Fee/Profit					\$ -
Total Estimated Cost for Sub-Task 9A					\$ -
Total Estimated Cost for Task 9					\$ -

Task 10 - Contract Administration Support/Claims Engineer Services

DESCRIPTION OF COST ELEMENTS

Direct Labor (Specify)	Hours through 6/30/22	Hours for 7/1/22 through 12/31/22	Hours for 1/1/23 through 6/30/23	Direct Hourly Rate	Cost
Sub-Task 10A: As-Needed Claims Engineering Services					
PRIME: HNTB Corporation					
Cynthia Rood, Claims Analyst - Year 1	246.00			\$ 56.64	\$ 13,933.44
Cynthia Rood, Claims Analyst - Year 2	82.00			\$ 56.64	\$ 4,644.48
Cynthia Rood, Claims Analyst - Year 2	75.00			\$ 58.34	\$ 4,375.50
Cynthia Rood, Claims Analyst - Year 3	66.00			\$ 60.09	\$ 3,965.94
Cynthia Rood, Claims Analyst - Year 6 (Through 6/23)		0.00	0.00	\$ 71.20	
Tim Bessette, Claims Support - Year 6 (Through 6/23)		0.00	0.00	\$ 88.48	\$ -
Wenlong Wang, Engineer, Year 2	27.00			\$ 40.24	\$ 1,086.48
Brandon Wong, Engineer, Year 2	38.50			\$ 46.64	\$ 1,795.64
Kieran Kelly-Sneed Construction Management Support - Year 1	8.75			\$ 63.12	\$ 552.30
Kieran Kelly-Sneed Construction Management Support - Year 2	33.00			\$ 63.12	\$ 2,082.96
SUBCONSULTANT(S): Cooper Pugeda Management					
Stephen O'Neill, Claims Analyst, CPM - Year 1	176.00			\$ 90.00	\$ 15,840.00
Stephen O'Neill, Claims Analyst, CPM - Year 2	0.00			\$ 90.00	\$ -
SUBCONSULTANT(S): Chaves & Associates					
Linda Royce, Claims Support - Year 1	0.00			\$ 46.80	\$ -
Linda Royce, Claims Support - Year 2	0.00			\$ 48.20	\$ -
Linda Royce, Claims Support - Year 3	0.00			\$ 49.65	\$ -

Total Direct Labor	752.25	0.00	0.00		\$ 48,276.74
Overhead for HNTB	147.34%			\$ 32,436.74	\$ 47,792.29
Overhead for Cooper Pugeda	110.90%			\$ 15,840.00	\$ 17,566.56
Overhead for Chaves & Assoc.	139.13%			\$ -	\$ -
Total Direct Labor and Overhead					\$ 113,635.59
Fixed Fee/Profit					\$ 8,000.00
Total Estimated Cost for Sub-Task 10A					\$ 121,635.59

Total Estimated Cost for Task 10					\$ 121,635.59
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