

## 19<sup>th</sup> STREET BART BIKE STATION COOPERATIVE AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the 5 day of August, 2019, by and between the SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT ("BART", or the "District") and the CITY OF OAKLAND, CALIFORNIA ("City").

### RECITALS

THIS AGREEMENT is made with reference to the following facts:

- A. BART currently operates a bicycle storage facility, the Uptown Bike Station ("Bike Station"), at 1773/1775 Broadway in Oakland, near the 19<sup>th</sup> Street Station. In 2012, the City and BART together applied for and were granted \$531,000 through the Safe Routes to Transit program to construct a bicycle parking facility in the vicinity of the 19<sup>th</sup> Street/Oakland BART station. Usage of these funds and construction of the facility was approved by Oakland City Council in 2013, and the Uptown Bike Station opened in February 2015. Managed by BART and BikeHub ("Operator"), the station has a valet-style parking program that can store up to 130 bicycles as well as a repair/retail component designed to support and encourage biking as a reliable mode of local transit.
- B. The current agreement between BART and the City covered the Uptown Bike Station's first five years of operation through June 30, 2019. Its recent expiry has led BART and the City to jointly move to extend their cooperative agreement for operation of the Bike Station.
- C. BART has entered into a three-year lease extension for 1773/1775 Broadway (the "Premises") for the Bike Station. The Lease Amendment is attached hereto as **Exhibit A** and made a part hereof.
- D. Since its opening in 2015, the Uptown Bike Station has seen massive success in terms of filling to capacity, satisfying users, encouraging BART/bike transit and gender equity in the use of the facility. The relatively small Bike Station has breathed new life into a once-empty storefront in uptown Oakland and modestly contributed to the City's rapid development. These benefits have led BART to begin design on a larger bike station close to the Paramount Theater. However, this new station will not open until 2022. Should BART terminate its lease of the Uptown Bike Station, patrons would not have the free, high-quality access to bike storage they currently enjoy daily for the next three years.
- E. The Oakland City Council Resolution No. 87652 C.M.S., filed on May 7, 2019, authorized an extension of the cooperative agreement between the City and BART to operate and manage the Uptown Bike Station; it also set an upper limit of \$165,000 for the City's contribution to the facility's operating funds.

- F. BART has extended its Operating Agreement (BART Agreement No. 6M6063) with BikeHub for the operation of the 19<sup>th</sup> Street Uptown Bike Station, as well as other BART bike station facilities. The Executive Decision Document authorizing this action and Change Order No. 3 for the first two years of this extension are attached hereto as **Exhibit B** and made a part hereof.
- G. BART may continue to sublease a portion of the Premises and/or assign the Lease and the Premises to Operator to ensure Operator's activities comply with Lease terms and to permit complimentary retail bicycle services on a portion of the Premises. Retail bicycle services may include bicycle maintenance and repair, bicycle rentals, sale of bicycle accessories, and community bicycle education classes ("Bicycle Support Services").
- H. This Agreement provides for the City's support for the Bike Station's operating costs (e.g., staffing for the Bike Station and rent and utilities for the Premises, management of operating service, lease, sublease agreements, etc.) ("Operating Expenses") for the term of this Agreement.
- I. The total amount of compensation under the current multi-site Management Services Agreement (MSA) that would be properly allocable to Operating Expenses for the 19<sup>th</sup> Street Bike Station is estimated to be between \$80,000 and \$96,000 per year, and will be pro-rated based on the actual Lease commencement date.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual premises and obligations set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Term. The term of this agreement ("Term") shall commence on the August 1, 2019 and shall terminate on the date the Lease terminates ("Lease Termination Date"), unless otherwise agreed to by the Parties.
2. BART Contribution. Subject to Section 4 hereof, BART agrees to fund the annual amounts indicated as "BART Contributions" in **Exhibit C**.
3. BART Responsibilities. Subject to Section 4 hereof, BART will: (A) fund its BART Contributions for the Lease Term, (B) perform its obligations under the Lease; and (C) manage the MSA and Lease obligations including, without limitation, providing all necessary planning and construction management assistance to City for the Lease tenant improvements.
4. Prerequisites to BART Contribution. BART's contribution is contingent upon: (A) BART's ability to negotiate a reasonably priced Lease and approval of said

Lease by the BART Board of Directors; (B) receipt of the City Contribution; and (C) BART Board of Directors' approval of an allocation for the BART Contributions, if required by BART policies and procedures.

5. City Contribution. Subject to Section 8 hereof, City agrees to fund a maximum of Fifty Thousand Dollars (\$50,000) for each of the next two Lease Years and Sixty-Five Thousand Dollars (\$65,000) for the third lease year for a total amount not to exceed One Hundred and Sixty-Five Thousand Dollars (\$165,000), toward Operating Expenses ("City's Contribution"). The City's Contribution shall be paid to BART annually on or about August 1.
6. City Responsibilities. Subject to Section 7 hereof, City agrees to fund the City Contribution on the date set forth in Section 5 hereof.
7. Prerequisites to City Contributions. City's contributions hereunder are contingent upon: A) BART's execution of a lease with the property owners and B) BART Board of Directors' approval of an allocation for the BART Contributions, if required by BART policies and procedures.
8. Project Budget. BART and the City have agreed on a budget ("Budget") for Operating Expenses for the period from the effective date of this Agreement through the Lease Term which Budget is attached hereto as **Exhibit C**.
9. Performance Evaluation. Within sixty (60) days of the beginning of the Lease extension and each subsequent Lease Year thereafter, BART and the City, in collaboration with the Bike Station Operator, may, at their individual discretion, review and assess the Budget and accrued Operating Expenses. If, at each respective annual evaluation meeting during the term of this Agreement, (A) the Bike Station has exceeded the Budget, and no alternative funding has been secured, or (B) annual customer usage of the Bike Station is found to be substantially inferior to the Parties' expectations, either Party shall have the option of terminating this Agreement in writing within sixty (60) days of the start of the respective new Lease Year, unless BART and the City mutually agree otherwise. All actual costs and expenses that may be incurred for early termination shall be apportioned pursuant to Section 12 hereof. Also, upon such termination by either Party: (1) BART shall return to City a pro-rated share of the City Contribution for the remaining Lease Term and (2) BART will take title to the Tenant Improvements.
10. Bicycle Retail and Other Support Services; Separation of Public and Private Interests. Retail activities will be limited to less than half of the total Premises in a location designated by BART (the "Retail Space"). Operator may utilize the Retail Space to accommodate Bicycle Support Services designed to support and encourage biking as a reliable mode of local transit.

11. Fixtures of Bike Station. Upon termination of the Lease, BART shall take title to all removable materials, equipment, and appurtenances constructed and installed for the Bike Station and funded by the SR2TGrant, provided that BART must thereafter use such improvements only at an Oakland BART Station. Such materials shall include but not be limited to bicycle-parking racks, security devices, lighting, or any other transferable physical improvements necessary for the operation of the Bike Station, which are not permanently affixed to and part of the real property at the Premises.
12. Termination. BART shall ensure that the Lease and the MSA make customary provision for possible early termination. If either Party defaults on any of the obligations in this Agreement, either Party may exercise the option to terminate this Agreement. The defaulting Party shall assume all actual termination costs which shall include but not be limited to any remaining lease payments and any actual and direct damages and costs associated with early termination of the MSA or the Lease. Should termination arise, despite each Party's fulfillment of obligations in this Agreement and pursuant to Section 9, Performance Evaluation, hereof, termination costs shall be shared equally between BART and the City, provided BART returns to the City a pro-rated share of City's Contribution for the remaining Lease Term as described in Section 9.
13. Default. If either Party to this Agreement materially defaults on any of its obligations under this Agreement, the non-defaulting Party may exercise the option to terminate this Agreement and exercise any other right or remedy now or hereafter available under the laws of the State of California for such material default or breach. Without limiting its remedies as provided herein, if the City, as a non-defaulting Party, elects to terminate the Agreement, BART shall return to the City a pro rata amount of the City's Contribution allocated for the remaining Lease Term as of the date of default.
- Neither Party shall be in default unless a Party fails to perform obligations required under this Agreement within a reasonable time, but in no event later than thirty (30) days after written notice by the non-defaulting Party specifying wherein the defaulting Party has failed to perform such obligation; provided, however, that if the nature of defaulting Party's obligation is such that more than thirty (30) days are required for performance, then the Party shall not be in default if it commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.
14. BART Indemnity. BART hereby agrees to indemnify, defend, protect and hold harmless City, its officers, agents, volunteers and employees (individually and collectively, "Indemnitees") from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and costs (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or

death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by BART's performance of or failure to perform any services under this Agreement.

If any action or proceeding is brought against Indemnites by reason of any of the matters against which BART has agreed to indemnify Indemnites as provided above, BART, upon notice from City, shall defend Indemnites at BART's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnites need not have first paid for any of the matters to which Indemnites are entitled to indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

15. City Indemnity. City hereby agrees to indemnify, defend, protect and hold harmless BART, its officers, directors, agents, volunteers and employees (individually and collectively, "Indemnites") from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and costs (collectively "Claims"), which Indemnites may suffer or incur or to which Indemnites may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by City's performance of or failure to perform any services under this Agreement.

If any action or proceeding is brought against Indemnites by reason of any of the matters against which City has agreed to indemnify Indemnites as provided above, City, upon notice from BART, shall defend Indemnites at City's expense by counsel acceptable to BART, such acceptance not to be unreasonably withheld. Indemnites need not have first paid for any of the matters to which Indemnites are entitled to indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

16. Exception to Indemnity. The provisions of Sections 14 and 15 hereof do not apply to Claims occurring as a result of BART's or City's respective sole negligence or willful acts or omissions.
17. Nondiscrimination. In connection with the performance of services under this Agreement, BART shall not, on the grounds of race, religious creed, color, national origin, ancestry, handicap, medical condition, marital status, sex, sexual orientation or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws. Failure by BART to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as is deemed appropriate.

For purposes of this Section 17, "sexual orientation" shall mean a preference for heterosexuality, homosexuality or bisexuality; or having a history of, or being identified with, any such preference.

18. Assignment. Neither BART nor City shall assign any rights nor transfer any obligations under this Agreement without the prior written consent of the other in its respective sole and absolute discretion, and any such unauthorized assignment or transfer shall be void. Such clause shall not be construed to apply to the MSA, Lease, or any other agreement that BART executes to fulfill its management obligations under this Agreement.
19. Warranties. Neither City nor BART make any warranties, representations or agreements, either express or implied, beyond such as are explicitly stated herein.
20. BART Representative. Except when approval or other action is required to be given or taken by the BART Board of Directors, BART's Manager of Access Programs, Customer Access Department, or such person or persons as shall be designated in writing from time to time, shall represent and act for BART.
21. City Representative. Except when approval or action is required by the City Council of Oakland, the Director of the Department of Transportation or such person or persons as shall be designated in writing from time to time, shall represent and act for City.
22. Notices. All communications relating to the day-to-day activities of the Bike Station shall be exchanged between BART's designated representative and City's representative. All other notices and communications deemed by either Party to be necessary or desirable to be given to the other Party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same, postage prepaid, or transmitting it by commercial courier, addressed as follows:

To BART: San Francisco Bay Area Rapid Transit District  
Customer Access Department  
300 Lakeside Drive, 16th Floor  
Oakland, CA 94612

Title: Manager of Access Programs, Customer Access Dept.

To City: City of Oakland  
Strategic Planning and Administration Division, OakDOT  
250 Frank Ogawa Plaza, Suite 4344  
Oakland, CA 94612

Title: Senior Transportation Planner, Division of Strategic  
Planning and Administration

The address to which mailings are to be made may be changed from time-to-time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above, and if given by commercial courier as of the date accepted by the addressee.

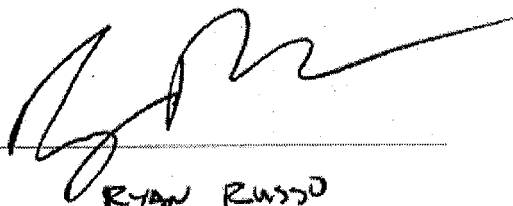
- 23. Binding on Successors. All the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors, assigns, and legal representatives.
- 24. Applicable Law. This Agreement, its interpretation, and all work performed hereunder, shall be governed by the laws of the State of California applicable to contracts to be performed within the State, without reference to conflicts of law principles.
- 25. Modification. This Agreement may be modified or amended only by written instrument signed by both BART and City.
- 26. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of BART and the City, and their successors and assigns. No other person shall have or acquire any right or action based upon any provisions of this Agreement, including, without limitation, Landlord or Operator.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first above written.

**SAN FRANCISCO BAY AREA RAPID  
TRANSIT DISTRICT**

**CITY OF OAKLAND**

5 Aug 2019  
*Robert M. Powers*



By: Robert M Powers

By: RYAN RUSSO

Title: General Manager

Title: DIRECTOR, DEPT. OF TRANSPORTATION





Exhibit A



FIRST AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made and entered into as of February 28, 2019, by and between 19th and Broadway, LLC, a California limited liability company ("Lessor") and San Francisco Bay Area Rapid Transit District ("Lessee").

WHEREAS, on or about January 20, 2014 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as: 1775 and 1773 Broadway, Oakland, CA (the "Premises"), and

WHEREAS, Lessor and Lessee [ ] have [X] have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, for payment of TEN DOLLARS and other good and valuable consideration to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

[X] TERM: The Expiration Date is hereby [ ] advanced [X] extended to through June 30, 2022

[ ] AGREED USE: The Agreed Use is hereby modified to:

[X] BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: \$7,564.00 payable on the first day of each month commencing July 1, 2019. For purposes of accounting only, the Base Rent of \$7564.00 commencing July 1, 2019 shall be allocated as follows: 1775 Broadway - \$3,410/month and 1773 Broadway - \$4,154/month. Monthly Base Rent shall increase to \$8,296.00 on July 1, 2020 and shall increase to \$8,662.00 on July 1, 2021.

[X] OTHER: This First Amendment hereby terminates the Option to Extend as stated in Paragraph 55 of the original Lease as described herein.

This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party.

Handwritten signature and initials in the INITIALS field.

Handwritten initials 'SB' in the INITIALS field.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically amended herein.

EXECUTED as of the day and year first above written.

By Lessor:  
19th and Broadway, LLC, a California  
limited liability company  
By: The Anthony J. and Linda S. Revelli  
Trust dated October 19, 1998  
Its: Member  
By: [Signature]  
Name Printed: Anthony J. Revelli  
Title: Trustee

By: Linda S. Revelli, Trustee  
Name Printed: Linda S. Revelli, Trustee  
By: The Brazil Family Trust  
dated June 11, 2001  
Its: Member  
By: [Signature]  
Michael W. Brazil, Trustee  
By: Carol Ann Brazil, Trustee  
Title: Carol Ann Brazil, Trustee

By Lessee:  
San Francisco Bay Area Rapid Transit

By: [Signature]  
Name Printed: Sean Brooks  
Title: Manager, Real Estate and Property Development Dept.

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

[Signature]  
INITIALS

[Signature]  
INITIALS

Exhibit B



**EXECUTIVE DECISION DOCUMENT**

GENERAL MANAGER APPROVAL: <i>Rhet M. Power</i> 9 Nov 2017		GENERAL MANAGER ACTION REQ'D:		
DATE: 10/31/2017		BOARD INITIATED ITEM: No		
Originator/Prepared by: Steve Béroldo Dept: Customer Access <i>St Bob</i> Signature/Date: 11-8-2017	General Counsel <i>[Signature]</i> 11/8/17	Controller/Treasurer <i>[Signature]</i> 11/9/17	District Secretary	BARC <i>[Signature]</i> 11.7.17
Status: Approved		Date Created: 10/31/2017		

**Extension of Agreement 6M6063: Management Services to Operate BART's Bike Stations**

**PURPOSE:**

To request Board authorization to negotiate and execute a two-year extension of Agreement 6M6063 to continue operations of BART's bike station facilities by BikeHub of Alameda, CA.

**DISCUSSION:**

BikeHub, a certified locally-owned DBE, has been operating BART's bike station parking program under contract 6M6063 since July 1, 2013. The scope of services includes bike parking operations at attended and self-park bike stations, security/theft response, marketing/informational programs, facility maintenance and operation of retail/bike repair services. BikeHub's (formerly Alameda Bike) current contract ends on July 31, 2018.

An extension of that contract is recommended to permit several currently evolving program components an opportunity to become finalized before initiating a new competitive bid process. Certain key components of the District's bike parking program are currently being modified and those modifications could significantly impact the future scope of services and how those services are delivered (e.g. under a single agreement or in multiple agreements).

Staff believes it is in the best interest of the District to extend the current agreement for two years to allow complete development of the modified program components. The program elements that are being developed are summarized as follows: (attachment A provides

## Bike Station Operations: Agreement 6M6063

additional detail on each):

- **Transition from BikeLink to Clipper**—will allow for implementation of products and services from multiple vendors (plus added convenience for users);
- **BART single sign-on and payment system**—this program will provide “back-end” support for full bike parking functionality of Clipper
- **Berkeley bike station relocation**—a new City owned facility will entail significant operational changes (and significant savings for BART on lease costs);
- **19th Street bike station redevelopment**—a proposed BART owned facility in the planning stages, will require numerous operational changes;
- **Part-time bike station staffing model**—this operating model needs a trial period to determine benefits and challenges (the Pleasant Hill facility is testing this model);
- **Bikeep high security smart racks**—just one new product of potentially several that could help diversify secure bike parking options to allow the District to implement the most cost-effective strategies;
- **Bike program capital plan**—implementation could more than double the number of bike stations altering the scale of operations; the BART stations for which new facilities are anticipated include:

Concord	<i>self-park</i>	100
Dublin/Pleasanton	<i>attended</i>	130
El Cerrito Del Norte	<i>self-park</i>	60
Fremont	<i>self-park</i>	145
Lafayette	<i>self-park</i>	60
Lake Merritt	<i>attended</i>	145
MacArthur	<i>self-park</i>	200
North Berkeley	<i>self-park</i>	150
Rockridge	<i>self-park</i>	150
San Leandro	<i>self-park</i>	150
West Oakland	<i>attended</i>	150

Incorporating these new opportunities going forward will give the District the ability to utilize a broader range of secure parking options and better tailor the products and services to fit each unique station environment. Changes to existing facilities, a potentially significant expansion of facilities and new operational models should evolve sufficiently over the next couple years to allow staff to define the contract services required to provide the best customer experience in the most cost-effective manner.

It may also be advantageous to the District, depending on how the new program elements develop, to bid the work on a longer 10-year timeframe; this may allow for more competitive bids as potential contractors will have more time to amortize upfront investment costs.

Prior to the contract execution, the Procurement Department will review the contract to confirm compliance with the District's procurement standards and the Office of the General Counsel will approve the Contract as to form.

### **FISCAL IMPACT:**

The budget detailed here is for the operation of BART's eight bike stations and support for the Bikekeep pilot program. The proposed budget is higher than the average annual cost of \$305,000 in the current agreement, resulting in increased service fees of \$135,462 in year one and \$154,668 in year two. The increase is driven primarily by wage inflation (including an increased minimum wage) and reflects:

- higher project management fees: first proposed increase in project management fees since BikeHub started working for BART in 2008 under a previous agreement
- higher staffing costs: although increased to reflect wage inflation hourly rates remain reasonable: Facility Manager = \$21/hour, Mechanic \$19/ hour and Valet \$16/ hour plus benefits.

In addition to upward pressure on wages, the proposed budget includes operation of an additional facility at Pleasant Hill and support for the Bikekeep pilot program at three stations.

Funding for FY19 and FY20 will be included as part of each year's proposed operating budget. Total funding for the two-year extension in the amount not to exceed \$900,130 from the Customer Access operating budget is based on the following:

## Bike Station Operations: Agreement 6M6063

Project Management	\$108,000	\$111,240
Supervisory Services	\$59,729	\$61,521
Operational Staffing	\$397,238	\$409,155
Marketing	\$4,200	\$4,326
Facility Maintenance	\$10,200	\$10,506
Other Direct Costs	\$60,854	\$62,679
Subtotal	\$640,221	\$659,427
Price Reduction*	\$(199,759)	\$(199,759)

\* Price reduction refers to profit from retail operations applied to lower net operating costs

Given some uncertainty in the development of the evolving program elements described above, it is recommended that the agreement also include an option for a third year at a rate not to exceed 4% above year two, or \$480,000.

#### ALTERNATIVES:

The alternative is to not authorize the contract extension and to proceed with a best guess as to the District's requirements over the next 5-10 years and initiate a competitive procurement.

#### RECOMMENDATION:

It is recommended that the Board adopt the following motion.

#### MOTION:

The Board authorizes the General Manager to enter into direct negotiations with BikeHub to execute an agreement for a two-year extension in an amount not-to-exceed \$900,130 and a third optional year not to exceed \$480,000.

**CHANGE ORDER NO. 3**

**MANAGEMENT SERVICES AGREEMENT NO. 6M6063  
TO  
OPERATE BART'S BIKE FACILITIES  
FOR  
BART'S BIKE STATION PROGRAM**

**Between**

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT  
(Herein called "BART")  
And  
BIKEHUB  
(Herein called "CONSULTANT")**

The following changes shall be made to the above entitled Agreement pursuant to

**Article 2.0, TIME OF PERFORMANCE**

Item 1, Delete ...“five (5) years” and replace with ...“six years and eleven (11) months”.

**Article 3.0, COMPENSATION AND METHOD OF PAYMENT**

Item 2, Article 3.0.C, delete “...\$1,325,537.48” and replace with “...\$2,158,011.48.”

Item 3, As a result of the above, the negotiated and funded value of the Agreement is hereby increased by \$832,474.00. The Total Purchase Order Amount is \$2,158,011.48.

**ATTACHMENT A – SCOPE OF SERVICES**

**Item 4, Exhibit 1, Delete “Attachment A of Scope of Services”, and Replace with:**  
“Attachment A of Scope of Services for Extension of Agreement 6M6063, Management Services to Operate BART's Bike Station Program, dated 11-28-2017”.

All other terms and conditions of Agreement No. 6M6063 remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Change Order No. 3 is executed by the parties hereto as of the date and year written herein.

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**

Approved: \_\_\_\_\_

*[Signature]*  
Department Manager, Procurement  
(or Designee)

Date: \_\_\_\_\_

*5/18/18*

The undersigned CONSULTANT agrees to the above terms and conditions.

**BIKEHUB**

By: \_\_\_\_\_

*[Signature]*  
Signature of Authorized Agent

Date: \_\_\_\_\_

*5-3-18*

Name: \_\_\_\_\_

*Gene Oh*  
Print or Type

Title: \_\_\_\_\_

*President*  
Print or Type



**Exhibit "C"**

**Estimated Budget & Contributions**

Period	Staffing, Supervision Marketing Maintenance	Gross Base Rent	Sublease with BikeHub	Net Base Rent	Utilities	Total Operating Expenses	BART Contribution	City Contribution
Year 1--Start July 1, 2019	\$80,189	\$90,768	\$34,488	\$56,280	\$8,100	\$144,569	\$94,569	\$50,000
Year 2--Start July 1, 2020	\$91,800	\$99,552	\$37,704	\$61,848	\$8,100	\$161,748	\$111,748	\$50,000
Year 3--Start July 1, 2021	\$96,000	\$103,944	\$39,492	\$64,452	\$8,100	\$168,552	\$103,552	\$65,000
<b>Total</b>	<b>\$267,989</b>	<b>\$294,264</b>	<b>\$111,684</b>	<b>\$182,580</b>	<b>\$24,300</b>	<b>\$474,869</b>	<b>\$309,869</b>	<b>\$165,000</b>

