

**THIS PRINT COVERS CALENDAR ITEM NO.: 10.2**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Sustainable Streets – Transportation Engineering

**BRIEF DESCRIPTION:**

Approving various routine traffic and parking modifications.

**SUMMARY:**

- Under Proposition A, the SFMTA Board of Directors has authority to adopt parking and traffic regulations changes.
- Taxis are not exempt from any of these regulations.

**ENCLOSURE:**

1. SFMTAB Resolution

**APPROVALS:**

**DATE**

DIRECTOR OF DIVISION

PREPARING ITEM \_\_\_\_\_

\_\_\_\_\_

EXECUTIVE DIRECTOR/CEO \_\_\_\_\_

\_\_\_\_\_

SECRETARY \_\_\_\_\_

\_\_\_\_\_

ADOPTED RESOLUTION

BE RETURNED TO \_\_\_\_\_ Tom Folks \_\_\_\_\_

**ASSIGNED SFMTAB CALENDAR DATE:** February 1, 2011

## PAGE 2.

### PURPOSE

To approve various routine traffic and parking modifications.

### GOAL

This action is consistent with the SFMTA 2008-2012 Strategic Plan.

Goal 1: Customer Focus – To provide safe, accessible, reliable, clean and environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First Policy.

Objective 1.1: Improve safety and security across all modes of transportation.

Goal 2: System Performance – To get customers where they want to go, when they want to be there.

Objective 2.4: Reduce congestion through major corridors.

Objective 2.5: Manage parking supply to align with SFMTA and community goals.

### ITEMS

- A. ESTABLISH – BIKE LANES – Cesar Chavez Street, eastbound, Guerrero Street to 120' east of Hampshire Street and Cesar Chavez Street, westbound, Hampshire Street to Guerrero Street. **PH 11/19/10 Requested by SFMTA.**
- B. RESCIND – TOW AWAY NO STOPPING, 7AM-9AM, EXCEPT SAT AND SUN – Cesar Chavez Street, south side, Valencia Street to 240' east of Mission Street. **PH 11/19/10 Requested by SFMTA.**
- C. RESCIND – TOW AWAY NO STOPPING. 7AM-6PM, MON-FRI, 9AM-6PM SAT AND SUN – Cesar Chavez Street, south side, York Street to Hampshire Street. **PH 11/19/10 Requested by SFMTA.**
- D. ESTABLISH – NO LEFT TURN – Cesar Chavez Street, both directions, at Shotwell, Harrison, and Florida Streets; eastbound at Alabama. **PH 11/19/10 Requested by SFMTA.**
- E. RESCIND – TWO LEFT LANES MUST TURN LEFT – Cesar Chavez Street at Guerrero Street, westbound. **PH 11/19/10 Requested by SFMTA.**
- F. ESTABLISH – LEFT LANE MUST TURN LEFT – Cesar Chavez Street at Guerrero Street, westbound. **PH 11/19/10 Requested by SFMTA.**
- G. ESTABLISH – TOW AWAY NO STOPPING ANYTIME, M-F, 7-9AM AND 4-7PM – Cesar Chavez, north side, from Guerrero to 120' east. **PH 11/19/10 Requested by SFMTA.**
- H. ESTABLISH – NO PARKING ANYTIME (to create new exit from Capp St) – Cesar Chavez, north side, Mission to 50' east. **PH 11/19/10 Requested by SFMTA.**
- I. ESTABLISH – RIGHT TURN ONLY – Florida Street, both directions at Cesar Chavez. **PH 11/19/10 Requested by SFMTA.**
- J. ESTABLISH – BUS ZONE – Cesar Chavez Street, north side, between Mission and Bartlett Streets. **PH 11/19/10 Requested by SFMTA.**

**PAGE 3.**

- K. ESTABLISH (FOR BULB OUTS) – NO PARKING ANYTIME
1. Cesar Chavez/Guerrero, north side, from Guerrero to 80' west and south side, from Guerrero to San Jose Avenue;
  2. Cesar Chavez/Valencia, north side, from Valencia to 50' west and 50' east, south side, from Valencia to 50' west and 100' east (bus bulb), west side, from CC to 40' south and east side, from CC to 50' north and 50' south;
  3. Cesar Chavez/Mission, north side, from Mission to 120' west and south side, from Mission to 60' west and 200' east, west side, from CC to 50' south and east side, from CC to 50' north and 50' south;
  4. Cesar Chavez and South Van Ness, north side, from SVN to 50' west and 80' east, south side, from SVN between 50' west and 50' east and east side, from CC to 50' north;
  5. Cesar Chavez and Folsom, north side, from Folsom to 100' west and 60' east, south side, from Folsom to 50' west and 60' east, west side, from CC to 50' north and 100' south and east side, from CC to 30' north and 100' south;
  6. Cesar Chavez and Harrison, north side, from Harrison to 50' west and 80' east, south side, from Harrison to 40' west and 40' east, west side, from CC to 80' north and 80' south and east side, from CC to 60' north and 60' south;
  7. Cesar Chavez and Alabama, north side, from Alabama to 100' east;
  8. Cesar Chavez at Florida, north side, from Florida to 50' east and south side, from Florida to 50' west; and
  9. Cesar Chavez at Bryant, north side, from Bryant to 50' west and 80' east, south side, from Bryant to 80' west, west side, from CC to 100' north and east side, from Bryant to 50' north and to Precita. **PH 11/19/10 Requested by SFMTA.**
- L. ESTABLISH – UNMETERED MOTORCYCLE PARKING – Duncan Street, north side, from west of property line of 318 Duncan Street to approximately 7 feet westerly (between driveway and fire hydrant). **PH 1/7/11 Requested by Resident.**
- M. RE-OPEN – CROSSWALK – South Crosswalk at the intersection of Columbus Avenue and Leavenworth Street. **PH 1/7/11 Requested by SFMTA.**
- N. RE-OPEN – CROSSWALK – West Crosswalk at the Bay and Leavenworth Streets intersection. **PH 1/7/11 Requested by SFMTA.**
- O. RE-OPEN – CROSSWALK – West Crosswalk at the Intersection of Pine Street and Stockton Street. **PH 1/7/11 Requested by SFMTA.**
- P. ESTABLISH – STOP SIGNS – Stopping eastbound Kirkham Street, at 4th Avenue. **PH 1/7/11 Requested by UCSF.**
- Q. RESCIND – MUNI POLE STOPS AND ESTABLISH – BUS ZONE – Herbst Road, north side, from midblock crosswalk to 80 feet west of crosswalk (two nearby pole stops to be removed and consolidated to this one bus zone). **PH 1/7/11 Requested by Service Planning.**
- R. RESCIND – 35 MILES PER HOUR SPEED LIMIT AND ESTABLISH – 30 MILES PER HOUR SPEED LIMIT – The Embarcadero between Bay Street and King Street and King Street between 5th Street and The Embarcadero. **PH 1/7/11 Requested by SFMTA.**
- S. REVOKE – METERED GENERAL PARKING, 1-HOUR LIMIT, 9AM-6PM, MONDAY TO SATURDAY – 6th Street, west side, from 18' to 40' south of Minna Street. (meter #128) and ESTABLISH – BLUE ZONE – 6th Street, west side, from 18' to 40' south of Minna Street. **PH 1/7/11 Requested by SFMTA.**
- T. ESTABLISH – UNMETERED MOTORCYCLE PARKING – Hayes Street, south side, from 95 to 109 feet east of Broderick Street (14' zone). **PH 1/7/11 Requested by Resident.**

**PAGE 4.**

- U. RESCIND – RESIDENTIAL PERMIT PARKING AREA T, 4-HOUR LIMIT, 8 AM TO 3 PM, MONDAY THROUGH FRIDAY – Laguna Honda Boulevard, west side, from Merced Avenue to 110' northerly; ESTABLISH – TOW AWAY NO STOPPING ANYTIME – Laguna Honda Boulevard, west side, Merced Avenue to 110' northerly; and ESTABLISH – BICYCLE LANE – Laguna Honda Boulevard, southbound, from Dewey Boulevard to Merced Avenue.  
**PH 1/7/11 Requested by SFMTA.**
- V. RESCIND – TOW-AWAY, NO STOPPING AND TRANSIT LANE ONLY, 4 PM TO 7 PM, MONDAY THROUGH FRIDAY – Harrison Street, north side, from Embarcadero to Main Street and Harrison Street, north side, from Fremont Street to First Street. **PH 1/7/11 Requested by SFMTA.**
- W. ESTABLISH – NO PARKING VEHICLES OVER 6 FEET HIGH – San Bruno Avenue, both sides, between Sweeny Street and 100 feet north of Rickard Street; and ESTABLISH – TOW-AWAY NO PARKING ANYTIME – San Bruno Avenue, both sides, between 100 feet north of Rickard Street and Alemany Boulevard; San Bruno Avenue, west side, from Hale Street to 17 feet northerly; and San Bruno Avenue, west side, from Sweeny Street to 23 feet northerly.  
**PH 1/7/11 Requested by Residents.**

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. \_\_\_\_\_

WHEREAS, The San Francisco Municipal Transportation Agency has received a request, or identified a need for traffic modifications as follows:

- A. ESTABLISH – BIKE LANES – Cesar Chavez Street, eastbound, Guerrero Street to 120' east of Hampshire Street and Cesar Chavez Street, westbound, Hampshire Street to Guerrero Street.
- B. RESCIND – TOW AWAY NO STOPPING, 7AM-9AM, EXCEPT SAT AND SUN – Cesar Chavez Street, south side, Valencia Street to 240' east of Mission Street.
- C. RESCIND – TOW AWAY NO STOPPING. 7AM-6PM, MON-FRI, 9AM-6PM SAT AND SUN – Cesar Chavez Street, south side, York Street to Hampshire Street.
- D. ESTABLISH – NO LEFT TURN – Cesar Chavez Street, both directions, at Shotwell, Harrison, and Florida Streets; eastbound at Alabama.
- E. RESCIND – TWO LEFT LANES MUST TURN LEFT – Cesar Chavez Street at Guerrero Street, westbound.
- F. ESTABLISH – LEFT LANE MUST TURN LEFT – Cesar Chavez Street at Guerrero Street, westbound.
- G. ESTABLISH – TOW AWAY NO STOPPING ANYTIME, M-F, 7-9AM AND 4-7PM – Cesar Chavez, north side, from Guerrero to 120' east.
- H. ESTABLISH – NO PARKING ANYTIME (to create new exit from Capp St) – Cesar Chavez, north side, Mission to 50' east.
- I. ESTABLISH – RIGHT TURN ONLY – Florida Street, both directions at Cesar Chavez.
- J. ESTABLISH – BUS ZONE – Cesar Chavez Street, north side, between Mission and Bartlett Streets.
- K. ESTABLISH (FOR BULB OUTS) – NO PARKING ANYTIME
  1. Cesar Chavez/Guerrero, north side, from Guerrero to 80' west and south side, from Guerrero to San Jose Avenue;
  2. Cesar Chavez/Valencia, north side, from Valencia to 50' west and 50' east, south side, from Valencia to 50' west and 100' east (bus bulb), west side, from CC to 40' south and east side, from CC to 50' north and 50' south;
  3. Cesar Chavez/Mission, north side, from Mission to 120' west and south side, from Mission to 60' west and 200' east, west side, from CC to 50' south and east side, from CC to 50' north and 50' south;
  4. Cesar Chavez and South Van Ness, north side, from SVN to 50' west and 80' east, south side, from SVN between 50' west and 50' east and east side, from CC to 50' north;
  5. Cesar Chavez and Folsom, north side, from Folsom to 100' west and 60' east, south side, from Folsom to 50' west and 60' east, west side, from CC to 50' north and 100' south and east side, from CC to 30' north and 100' south;
  6. Cesar Chavez and Harrison, north side, from Harrison to 50' west and 80' east, south side, from Harrison to 40' west and 40' east, west side, from CC to 80' north and 80' south and east side, from CC to 60' north and 60' south;
  7. Cesar Chavez and Alabama, north side, from Alabama to 100' east;
  8. Cesar Chavez at Florida, north side, from Florida to 50' east and south side, from Florida to 50' west; and

9. Cesar Chavez at Bryant, north side, from Bryant to 50' west and 80' east, south side, from Bryant to 80' west, west side, from CC to 100' north and east side, from Bryant to 50' north and to Precita.
- L. ESTABLISH – UNMETERED MOTORCYCLE PARKING – Duncan Street, north side, from west of property line of 318 Duncan Street to approximately 7 feet westerly (between driveway and fire hydrant).
- M. RE-OPEN – CROSSWALK – South Crosswalk at the intersection of Columbus Avenue and Leavenworth Street.
- N. RE-OPEN – CROSSWALK – West Crosswalk at the Bay and Leavenworth Streets intersection.
- O. RE-OPEN – CROSSWALK – West Crosswalk at the Intersection of Pine Street and Stockton Street.
- P. ESTABLISH – STOP SIGNS – Stopping eastbound Kirkham Street, at 4th Avenue.
- Q. RESCIND – MUNI POLE STOPS AND ESTABLISH – BUS ZONE – Herbst Road, north side, from midblock crosswalk to 80 feet west of crosswalk (two nearby pole stops to be removed and consolidated to this one bus zone).
- R. RESCIND – 35 MILES PER HOUR SPEED LIMIT AND ESTABLISH – 30 MILES PER HOUR SPEED LIMIT – The Embarcadero between Bay Street and King Street and King Street between 5th Street and The Embarcadero.
- S. REVOKE – METERED GENERAL PARKING, 1-HOUR LIMIT, 9AM-6PM, MONDAY TO SATURDAY – 6th Street, west side, from 18' to 40' south of Minna Street. (meter #128) and ESTABLISH – BLUE ZONE – 6th Street, west side, from 18' to 40' south of Minna Street.
- T. ESTABLISH – UNMETERED MOTORCYCLE PARKING – Hayes Street, south side, from 95 to 109 feet east of Broderick Street (14' zone).
- U. RESCIND – RESIDENTIAL PERMIT PARKING AREA T, 4-HOUR LIMIT, 8 AM TO 3 PM, MONDAY THROUGH FRIDAY – Laguna Honda Boulevard, west side, from Merced Avenue to 110' northerly; ESTABLISH – TOW AWAY NO STOPPING ANYTIME – Laguna Honda Boulevard, west side, Merced Avenue to 110' northerly; and ESTABLISH – BICYCLE LANE – Laguna Honda Boulevard, southbound, from Dewey Boulevard to Merced Avenue.
- V. RESCIND – TOW-AWAY, NO STOPPING AND TRANSIT LANE ONLY, 4 PM TO 7 PM, MONDAY THROUGH FRIDAY – Harrison Street, north side, from Embarcadero to Main Street and Harrison Street, north side, from Fremont Street to First Street.
- W. ESTABLISH – NO PARKING VEHICLES OVER 6 FEET HIGH – San Bruno Avenue, both sides, between Sweeny Street and 100 feet north of Rickard Street; and ESTABLISH – TOW-AWAY NO PARKING ANYTIME – San Bruno Avenue, both sides, between 100 feet north of Rickard Street and Alemany Boulevard; San Bruno Avenue, west side, from Hale Street to 17 feet northerly; and San Bruno Avenue, west side, from Sweeny Street to 23 feet northerly.

WHEREAS, The public has been notified about the proposed modifications and has been given the opportunity to comment on those modifications through the public hearing process; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors, upon recommendation of the Executive Director/CEO and the Director of the Sustainable Streets Division does hereby approve the changes.

I hereby certify that the foregoing resolution was adopted by the San Francisco  
Municipal Transportation Agency Board of Directors at its meeting of

\_\_\_\_\_.

\_\_\_\_\_  
Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

**THIS PRINT COVERS CALENDAR ITEM NO. : 10.3**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Finance and Information Technology

**BRIEF DESCRIPTION:**

Authorizing the Executive Director/CEO to execute a Memorandum of Understanding (“MOU”) between the SFMTA and the San Francisco Department of Health (“DPH”) that sets forth the understanding of the two agencies as to payment for certain medical care costs that result from incidents that may involve the SFMTA.

**SUMMARY:**

- San Francisco General Hospital (“SFGH”), a part of DPH and San Francisco's trauma center and health care provider of last resort, provides medical care to many people under many different circumstances, including instances that may result from an incident involving the SFMTA.
- DPH often incurs significant costs as a result of this medical care and it can be difficult to determine a fair share of costs between DPH and the SFMTA in such situations.
- SFMTA staff has negotiated a MOU with DPH which describes the understanding of the two agencies as to payment of the costs related to this medical care, including reimbursement of DPH for 80% of amounts billed to patients for medical care as described in the MOU.
- The accompanying Resolution authorizes the Executive Director/CEO to execute the MOU between the SFMTA and DPH.

**ENCLOSURES:**

1. Resolution
2. Proposed Memorandum of Understanding between the SFMTA and DPH

**APPROVALS:**

**DATE**

DIRECTOR OF DIVISION  
PREPARING ITEM

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FINANCE

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EXECUTIVE DIRECTOR/CEO

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SECRETARY

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ADOPTED RESOLUTION Sonali Bose  
BE RETURNED TO

**ASSIGNED MTAB CALENDAR DATE:** \_\_\_\_\_

## **PAGE 2**

### **PURPOSE**

This calendar item authorizes the Executive Director/CEO to execute a Memorandum of Understanding between the SFMTA and the San Francisco Department of Health (“DPH”) that sets forth the understanding of the two agencies as to payment for certain medical care costs that result from incidents that may involve the SFMTA.

### **GOAL**

This item will meet the following goal and objectives of the SFMTA Strategic Plan:

- Goal 4, Financial Capacity: To ensure financial stability and effective resource utilization.
  - 4.2 Ensure efficient and effective use of resources.

### **DESCRIPTION**

San Francisco General Hospital (“SFGH”), a part of DPH and San Francisco's trauma center and health care provider of last resort, provides medical care to many people under many different circumstances. On occasion, the need for medical care may result from an incident involving the SFMTA. In some of these circumstances, the SFMTA may be at fault; in other circumstances, the SFMTA may not be at fault. DPH often incurs significant costs as a result of this medical care. It can be difficult to determine a fair share of costs between DPH and the SFMTA in such situations.

SFMTA staff has negotiated the attached Memorandum of Understanding (“MOU”) with DPH. It describes the obligations of the two agencies when SFGH, as well as Laguna Honda Hospital and other programs of DPH, provides medical care to members of the public for conditions that allegedly arise from incidents involving the SFMTA. In particular, it apportions the medical costs and limits the circumstances for payment as follows:

- The SFMTA will reimburse DPH for 80% of amounts billed to patients for medical care in connection with the settlement of a claim or lawsuit against the SFMTA that is recommended by the City Attorney's Office; and
- DPH must not have been otherwise compensated for these medical costs.

### **ALTERNATIVES CONSIDERED**

The alternative to entering into the MOU would be to continue informal arrangements with DPH in the circumstances described above.

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**FUNDING IMPACT**

The MOU requires the SFMTA to pay 80% of amounts billed to patients for medical care in connection with the settlement of a claim or lawsuit against the SFMTA that is approved by the SFMTA Board of Directors.

**OTHER APPROVALS RECEIVED OR STILL REQUIRED**

The City Attorney's Office has reviewed this Calendar Item and the MOU.

**RECOMMENDATION**

Staff recommends that the SFMTA Board of Directors adopt the resolution authorizing the Executive Director/CEO to execute the proposed MOU between the SFMTA and DPH.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. \_\_\_\_\_

WHEREAS, San Francisco General Hospital (“SFGH”), a part of the San Francisco Department of Public Health (“DPH”), and San Francisco's trauma center and health care provider of last resort, provides medical care to many people under many different circumstances, including instances that may result from an incident involving the SFMTA; and

WHEREAS, DPH often incurs significant costs as a result of this medical care and it can be difficult to determine a fair share of costs between DPH and the SFMTA in such situations; and

WHEREAS, SFMTA staff has negotiated a MOU with DPH which describes the understanding of the two agencies as to payment of the costs related to this medical care; now, therefore, be it

RESOLVED, That the Municipal Transportation Agency Board of Directors authorizes the Executive Director/CEO to execute the Memorandum of Understanding between the SFMTA and DPH that sets forth the understanding of the two agencies as to payment for certain medical care costs that result from incidents that may involve the SFMTA.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of \_\_\_\_\_.

\_\_\_\_\_  
Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

**ENCLOSURE 2**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY  
AND  
THE DEPARTMENT OF PUBLIC HEALTH**

This memorandum of understanding (MOU) is entered into as of \_\_\_\_\_, 2011 by and between the San Francisco Municipal Transportation Agency (SFMTA) and the San Francisco Department of Public Health (DPH). This MOU expires on June 30, 2012 and may be renewed on an annual basis with the consent of both SFMTA and DPH.

The SFMTA and DPH recognize that:

- While many claims and lawsuits against the SFMTA arise from incidents in which the SFMTA was at fault, many also arise from incidents in which the SFMTA had no fault; and
- As San Francisco's trauma center and health care provider of last resort, San Francisco General Hospital (SFGH) may provide medical care to members of the public as a result of many incidents, including some involving the SFMTA; and
- Laguna Honda Hospital, as well as other DPH programs, may also provide medical care to members of the public as a result of many incidents, including some involving the SFMTA, and
- Many circumstances affect the decision to settle a claim or lawsuit; and
- Settlement of a claim or lawsuit is not an admission of fault.

The parties agree that SFMTA should pay a fair share of the costs incurred by DPH to treat individuals who file claims or lawsuits alleging that they were injured in incidents involving the SFMTA. The parties also recognize that determining what is a fair share of costs can be difficult, given the difficulty of precisely allocating fault in many incidents and given the many factors, other than fault, that may affect a decision to settle a particular matter. The parties therefore agree that, subject to the recommendation of the City Attorney's Office (CAO), the SFMTA will reimburse DPH for 80% of amounts billed to patients for medical care in connection with the settlement of a claim or lawsuit against the SFMTA, so long as:

- The claim or litigation results in a settlement approved by the SFMTA, subject to the usual SFMTA procedures;
- DPH has not been otherwise compensated ; i.e. SFMTA responsibility relates only to amounts not paid by any third parties;
- If a claimant or plaintiff alleges that the conduct of DPH or any other City department is an independent cause of any portion of the plaintiff's damages, the SFMTA payment does not cover any portion of damages attributable to the conduct of DPH or any other City department.

The parties agree that DPH will continue its regular business practice of seeking payment as it deems appropriate from third parties without regard to whether the costs were incurred as the result of an incident involving the SFMTA.

The parties agree that the City Attorney's Office retains sole authority to recommend any settlement. The parties also agree that this MOU is not intended to benefit or create any rights in favor of any third parties, including without limitation any persons who have asserted claims or lawsuits against the City or any third party payors.

The parties agree to the following payment procedure:

When the CAO recommends a settlement to the SFMTA that involves uncompensated medical care provided by DPH, the CAO will identify the portion of any payout that the SFMTA should pay to DPH under the terms of this MOU. Upon approval of such a settlement by the SFMTA, the SFMTA will inform DPH and the Bureau of Delinquent Revenue of the settlement and will, within a reasonable time no longer than 60 days, make any required payment to DPH.

AGREED TO AS WRITTEN ABOVE:  
SAN FRANCISCO MUNICIPAL  
TRANSPORTATION AGENCY

AGREED TO AS WRITTEN ABOVE:  
SAN FRANCISCO DEPARTMENT OF  
PUBLIC HEALTH

By: \_\_\_\_\_  
NATHANIEL P. FORD SR.  
Executive Director/CEO

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

San Francisco Municipal Transportation Agency  
Board of Directors  
Resolution No. \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Attest:

\_\_\_\_\_  
Secretary, SFMTA Board of Directors

**THIS PRINT COVERS CALENDAR ITEM NO. : 15**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Capital Programs & Construction

**BRIEF DESCRIPTION:**

Awarding, and authorizing the Executive Director/CEO to execute San Francisco Municipal Transportation Agency Contract No.1239, Church and Duboce Track Improvement Project, with NTK Construction, Inc., located at 501 Cesar Chavez, Suite 123, San Francisco, CA 94124, the lowest responsive and responsible bidder, in the amount of \$16,741,793.50 and for a term not to exceed 710 calendar days from notice to proceed.

**SUMMARY:**

- On September 14, 2010, the Executive Director/CEO of the San Francisco Municipal Transportation Agency (SFMTA) notified the SFMTA Board of Directors that he had authorized a bid call for Contract No. 1239, Church and Duboce Track Improvement Project.
- The scope of work under this project includes replacement of worn trackwork and related work along Church Street between Duboce Avenue and Market Street and along Duboce Avenue between Noe Street and Church Street.
- Six bids were received and publicly opened on November 18, 2010.
- Staff recommends awarding Contract No. 1239 to NTK Construction, Inc., the lowest responsive and responsible bidder, in the amount of \$16,741,793.50.
- Federal and local sources are providing funds for the work under this contract.

**ENCLOSURES:**

1. SFMTAB Resolution
2. Project Budget & Financial Plan

**APPROVALS:**

**DATE**

DIRECTOR OF DIVISION  
PREPARING ITEM

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FINANCE

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EXECUTIVE DIRECTOR/CEO

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SECRETARY

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ADOPTED RESOLUTION  
BE RETURNED TO

\_\_\_\_\_ Jessie Katz \_\_\_\_\_

**ASSIGNED SFMTAB CALENDAR DATE:** \_\_\_\_\_

## **PAGE 2.**

### **PURPOSE**

The purpose of this calendar item is to award San Francisco Municipal Transportation Agency (SFMTA) Contract No. 1239, Church and Duboce Track Improvement Project, to NTK Construction, Inc., in the amount of \$16,741,793.50 and for a term not to exceed 710 calendar days from the notice to proceed.

### **GOAL**

Contract No. 1239 will assist in the implementation of the following goals, objectives and initiatives in the SFMTA Strategic Plan:

Goal 1: Customer Focus - To provide safe, accessible, clean, environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First policy

Objective 1.1 – Improve safety and security across all modes of transportation

Objective 1.5 – Increase percentage of trips using more sustainable modes (such as transit, walking, bicycling, rideshare)

Goal 2: System Performance - To get customers where they want to go, when they want to be there

Objective 2.1 – Improve transit reliability to meet 85% on-time performance standard

Goal 5: SFMTA Workforce – To provide a flexible, supportive work environment and develop a workforce that takes pride and ownership of the agency’s mission and vision and leads the agency into an evolving, technology-driven future

Objective 5.1 – Increase resources available for employees in performing their jobs (tools, staff hours, etc.)

Objective 5.2 – Improve facilities in which people are working

### **DESCRIPTION**

#### **Background**

Contract No. 1239, Church and Duboce Track Improvement Project, is identified in the SFMTA Rail Replacement Program. The goal of the program is to revitalize the rail system to reduce maintenance, improve system reliability, and minimize operational problems. The useful life of rail is 30 years for tangent tracks and 25 years for curved ones. In general, rail needs to be replaced by the end of its useful life due to a combination of factors, including soil movement, supporting system settlement, uneven LRV loadings, automobile traffic loading, and reduced strength and hardness of the rail.

### PAGE 3.

#### Scope of Work

Contract No. 1239 will replace tracks along Church Street between Duboce Avenue and Market Street and Duboce Avenue between Noe Street and Church Street. These tracks have exceeded their useful life and are in need of replacement. The project consists of replacing approximately 4600' of tracks along Duboce Avenue and Church Street, special trackwork at the intersections of Church and Duboce and Church and Market streets, and storage tracks east of the Duboce/Church intersection. It also include replacement of the Overhead Contact System (OCS), including crossover assemblies, poles and foundations, trolley wire, pulloffs, clamps, spans and other components; replacing and upgrading the track switch signal control system; replacing, widening and improving the existing boarding islands; and installing a bulb-out at Duboce and Sanchez and at Duboce and Steiner.

Other City departments are working with SFMTA and including their work as part of this contract. This work includes DPW street restoration and repaving with upgraded curb ramps; PUC water main and distribution line upgrade and improvement along Duboce Avenue and Church Street; PUC sewer main system upgrades along Duboce; and PUC streetlight upgrades and improvements.

#### Bids Received

On November 18, 2010, SFMTA's Capital Programs and Construction Division received and publicly opened six bid proposals.

The six bids are as follows:

Bidders		Bid Amount
1	NTK Construction, Inc. 501 Cesar Chavez, Suite 123 San Francisco, CA 94124	\$16,741,793.50
2	Stacy & Witbeck/Con-Quest AJV 1320 Harbor Bay Parkway, Suite 240 Alameda, CA 94502	\$18,957,922.30
3	Proven Management, Inc. 712 Sansome Street San Francisco, CA 94111	\$19,763,374.00
4	Shimmick Construction Co. Inc. 8201 Edgewater Drive, Suite 202 Oakland, CA 94621	\$21,725,170.00
5	BBII/BBRI, JV 2333 Courage Drive, Suite C Fairfield, CA 94533	\$22,810,470.00
6	Diablo Contractors, Inc. 7 Crow Canyon Court, Suite 100 San Ramon, CA 94583	\$23,632,264.00

## **PAGE 4.**

After reviewing all proposals, staff has determined that NTK Construction, Inc. is the lowest responsive and responsible bidder. The engineer's estimate of the construction cost was \$21,626,185.

The Contract Compliance Office reviewed the bid proposals and confirmed that NTK Construction, Inc. will meet the Small Business Enterprise (SBE) participation goal of 25 percent established for this contract and will commit to meeting the Non-discrimination Equal Employment Requirements of the contract. NTK Construction, Inc. is in compliance with Chapter 12B (Equal Benefits Provision) of the San Francisco Administrative Code.

## **ALTERNATIVES CONSIDERED**

The project team held discussions with Maintenance and Operations staff concerning whether the track repair should be done by in-house staff. The preference was to have a contractor replace the worn tracks, because contractors have enough crews with track installation expertise to complete the work within the limited shutdown hours. Staff determined that contracting out is the practical alternative.

## **FUNDING IMPACT**

This contract is funded by Federal grants and local matching funds from the San Francisco County Transportation Authority and from bridge tolls.

The budget and financial plan for this project is presented in Enclosure 2 of the calendar item.

## **OTHER APPROVALS RECEIVED OR STILL REQUIRED**

The City Attorney's Office has reviewed this report.

No other approvals from any other agency are required for the award of this contract.

## **RECOMMENDATION**

Staff recommends that the SFMTA Board of Directors award and authorize the Executive Director/CEO to execute Contract No. 1239, Church and Duboce Track Improvement Project, with NTK Construction, Inc., the lowest responsive and responsible bidder, in the amount of \$16,741,793.50, and for a term not to exceed 710 calendar days from notice to proceed.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. \_\_\_\_\_

WHEREAS, San Francisco Municipal Transportation Agency (SFMTA) Contract No. 1239, Church and Duboce Track Improvement Project, is identified in the SFMTA rail replacement program; and,

WHEREAS, The work to be performed under this project will replace worn trackwork and related work along Church Street between Duboce Avenue and Market Street and along Duboce Avenue between Noe Street and Church Street, and storage track east of the Duboce/Church intersection; and,

WHEREAS, On September 14, 2010, the Executive Director/CEO notified the SFMTA Board of Directors that he had authorized a bid call for Contract No. 1239 in accordance with SFMTA Board Resolution No. 09-191, and,

WHEREAS, On November 18, 2010, the SFMTA received and publicly opened six bid proposals in response to its invitation for bids; and,

WHEREAS, The SFMTA determined that NTK Construction, Inc., located at 501 Cesar Chavez, Suite 123, San Francisco, CA 94124, was the lowest responsive and responsible bidder, with a bid amount of \$16,741,793.50; and,

WHEREAS, The SFMTA Contract Compliance Office reviewed the bid proposals and confirmed that NTK Construction, Inc. will meet the Small Business Enterprise participation goal of 25 percent established for this contract and will commit to meeting the Non-discrimination Equal Employment Requirements of the contract; and

WHEREAS, The project is funded by Federal grants (80 percent) and by local funding sources (20 percent); now, therefore, be it

RESOLVED, That SFMTA Board of Directors authorizes the Executive Director/CEO to execute Contract No. 1239, Church and Duboce Track Improvement Project, with NTK Construction, Inc., the lowest responsive and responsible bidder, in an amount not to exceed \$16,741,793.50 and for a term not to exceed 710 calendar days from notice to proceed.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation  
Agency Board of Directors at its meeting of \_\_\_\_\_.

\_\_\_\_\_  
Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

## ENCLOSURE 2

Contract No. 1239

### Church and Duboce Track Improvement Project Project Budget and Financial Plan

#### PROJECT BUDGET

Category	Budget
Conceptual Engineering Phase	\$1,500,000
Design Phase Consultant and Staff Support (SFMTA and Other Dept. Services)	\$2,400,000
Construction Phase Construction Contract, Close Out, Contingency, and Staff Support	\$24,750,000
<b>Total Cost</b>	<b>\$28,650,000</b>

#### FINANCIAL PLAN

Project Funding Source	Amount
Federal Grant	\$22,920,000
Local Grants	
Proposition K	\$5,430,000
AB664 Bridge Tolls	\$300,000
<b>Total</b>	<b>\$28,650,000</b>