

**MUNICIPAL TRANSPORTATION AGENCY**  
**City and County of San Francisco**

**DIVISION:** Finance and Information Technology

**BRIEF DESCRIPTION:**

Establishing a Motor Coach Substitution Fee applicable to Temporary Use of Streets for Street Fairs per Division I, Section 9.6 of the Transportation Code for FY 2009 at \$10 per hour, for FY 2010 at \$15 per hour and for FY 2011 at \$20 per hour.

**SUMMARY:**

- During the budget process, the San Francisco Municipal Transportation Agency (SFMTA) Board of Directors approved increases to certain fees and this particular fee was not included in the budget process.
- This fee is charged to event organizers for events that require motor coach substitutions for electric trolley coaches because the event is held at a location which blocks the electric trolley coach route and requires the establishment of an alternate motor coach route.
- The fee was last set in 1988 and is currently \$6.31 per hour.
- While the cost recovery amount would be \$31 per hour, to alleviate hardship to the festivals, it is recommended that the fee be incrementally increased over three years.
- The proposed fees are as follows: FY 2009: \$10 per hour; FY 2010: \$15 per hour; and FY 2011: \$20 per hour.
- Notice of this public hearing for this fee was published pursuant to the requirements of Charter §§ 4.104 and 16.112.

**ENCLOSURE:**

1. MTAB Resolution

**APPROVALS:**

**DATE**

DIRECTOR OF DIVISION  
PREPARING ITEM

\_\_\_\_\_

\_\_\_\_\_

FINANCE

\_\_\_\_\_

\_\_\_\_\_

EXECUTIVE DIRECTOR/CEO

\_\_\_\_\_

\_\_\_\_\_

SECRETARY

\_\_\_\_\_

\_\_\_\_\_

ADOPTED RESOLUTION

SHOULD BE RETURNED TO: Sonali Bose, Finance and Information Technology

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

**EXPLANATION:**

Fees are charged to event organizers for events that require motor coach substitutions for electric trolley coaches because the event is held at a location which blocks the electric trolley coach route and requires the establishment of an alternate motor coach route. The fee was last set in 1988 and is currently \$6.31 per hour. This fee is applicable to Temporary Use of Streets for Street Fairs per Division I, Section 9.6 of the Transportation Code.

The following changes to the Motor Coach substitution fees for Electric Trolley Coach is proposed:

Description Of Proposal	Current Rate	Proposed Rate	Note / Assumptions
Cost of motor coach substitution for electric trolley coach	\$6.31 per hour (set in 1988)	FY 2009: \$10 per hour FY 2010: \$15 per hour FY 2011: \$20 per hour	Below are examples of established street fairs at the current rate which require the substitution of diesel buses for the electric lines:  Union St Spring Festival (one day) \$ 1,217 Union Street Fair (two day) \$ 2,434 Haight Street Fair (one day) \$ 1,600 Juneteenth (two day) \$ 4,700 Pink Saturday (one evening) \$ 2,129 Fillmore Street Fair (two day) \$ 6,150 Cole Valley Festival (one day) \$ 860 Castro Street Fair (one day) \$ 2,499

While the cost recovery amount would be \$31 per hour, to alleviate hardship to the festivals, it is recommended that the fee be incrementally increased over three years. This fee would be subject to the Automatic Indexing Policy, if approved by the SFMTA Board of Directors, beginning FY 2011.

Notice of this public hearing for this fee was published pursuant to the requirements of Charter §§ 4.104 and 16.112. The City Attorney has reviewed this calendar item.

**CONSISTENCY with SFMTA 2008-2012 Strategic Plan**

Goal 4 - Financial Capacity: To ensure financial stability and effective resource utilization

4.1 Increase revenue by 20% or more by 2012 by improving collections and identifying new sources

4.2 Ensure efficient and effective use of resources

**RECOMMENDATION:**

Staff recommends that the fee be incrementally increased over three years and that the SFMTA Board of Directors adopt the attached resolution establishing the motor coach substitution fee for FY 2009 at \$10 per hour, for FY 2010 at \$15 per hour and for FY 2011 at \$20 per hour.

MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS  
CITY AND COUNTY OF SAN FRANCISCO

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

WHEREAS, During the budget process, the San Francisco Municipal Transportation Agency (SFMTA) Board of Directors approved increases to certain fees for Fiscal Year 2009; and,

WHEREAS, In preparing for the implementation of the fee increases, it was discovered that one fee, related to motor coach substitution, was not included during the budget process for the SFMTA Board of Directors' approval; and,

WHEREAS, This fee is charged to event organizers for events that require motor coach substitutions for electric trolley coaches because the event is held at a location which blocks the electric trolley coach route and requires the establishment of an alternate motor coach route; and,

WHEREAS, This fee based on cost recovery amount would be \$31 per hour; and,

WHEREAS, To alleviate hardship to the festivals, staff recommended that the fee be incrementally increased over three years; and,

WHEREAS, A public hearing on this revised fee amount was noticed in compliance with requirements of Charter §§ 4.104 and 16.112 and was held before the SFMTA Board of Directors on August 19, 2008; now, therefore be it

RESOLVED, That the SFMTA Board of Directors approves the motor coach substitution fee applicable to Temporary Use of Streets for Street Fairs per Division I, Section 9.6 of the Transportation Code for FY 2009 at \$10 per hour, for FY 2010 at \$15 per hour and for FY 2011 at \$20 per hour.

I hereby certify that the Municipal Transportation Agency Board adopted the foregoing resolution at its meeting of \_\_\_\_\_.

\_\_\_\_\_  
Secretary, Municipal Transportation Agency Board

**MUNICIPAL TRANSPORTATION AGENCY  
City and County of San Francisco**

**DIVISION:** Finance and Information Technology

**BRIEF DESCRIPTION:**

Adopting an amended Transportation Code Division II in its entirety to supersede the Transportation Code, Division II to create consistency between the FY09 budget and the Transportation Code Division II.

**SUMMARY:**

- During the budget process, the SFMTA Board approved increases to certain citation fine amounts for Fiscal Year 2009.
- Increased fine amounts for Fiscal Year 2009 were codified in the Transportation Code, Division II, as approved by the SFMTA Board on July 1, 2008.
- In preparing for the implementation of the citation fine increases, discrepancies were discovered between the FY09 budget and the penalty schedule of Section 302 in the newly enacted Transportation Code Division II.
- This calendar item will create consistency between the FY09 budget and the Transportation Code Division II.
- In addition, certain permit transfer fees were inadvertently left out of the FY09 budget.
- Staff proposes to increase those fees to be consistent with increases previously approved by the SFMTA Board of Directors and include those fee amounts in the permit fee schedule of the Transportation Code Division II.
- Pursuant to the requirements of Charter § 4.104 and 16.112, notice of this public hearing for fines and fees was published.

**ENCLOSURES:**

1. SFMTA Resolution
2. Transportation Code-Division II Amendments

**APPROVALS:**

**DATE**

DIRECTOR OF DIVISION

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

FINANCE \_\_\_\_\_

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

SECRETARY \_\_\_\_\_

ADOPTED RESOLUTION

TO BE RETURNED TO

Lorraine Fuqua

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

**EXPLANATION:**

During the budget process, the SFMTA Board approved increases to citation fine amounts for Fiscal Year 2009. Increased fine amounts for Fiscal Year 2009 were codified in the Transportation Code, Division II, enacted by the SFMTA Board on July 1, 2008. In preparing for the implementation of the citation fine increases, discrepancies were discovered between the budget and the penalty schedule of Section 302 listed in the newly enacted Transportation Code.

Today's public hearing on these revised fine and fee amounts was noticed in the City's newspaper in compliance with requirements of Charter § 4.104 and 16.112

The following changes to fines and fees are proposed:

**PERMIT FEES**

<b>Description Of Proposal</b>	<b>Current Rate</b>	<b>Proposed Rate</b>	<b>Note / Assumptions</b>
Fees for transferring residential permits (from one vehicle to another, or one area to another)  Transportation Code Table 902(d)	\$3	\$10	A transfer permit is issued when the permit holder moves from one permit area to another permit area. The permit holder must provide a California DMV registration at the new address, proof of residency and the current permit. There is a transfer fee with the permit returned. If the area is up for renewal they must pay the renewal fee for the area they moved into. If the permit area has more than six months left that they are purchasing and the permit area they are returning has less than six months remaining they must pay the full amount for that permit area. The amount was calculated using a cost recovery methodology.
Fees for transferring permits from one contractor to another  Transportation Code Table 902(d)	\$25	\$35	The same as above except this fee applies to contractors. The amount was calculated using a cost recovery methodology.

### PARKING VIOLATIONS

PARKING FINE VIOLATION CODE	FINE DESCRIPTION	BOARD APPROVED RATE	PROPOSED RATE	EXPLANATION
VC 21107.8	PRIVATE PARKING	\$33	\$33	This Vehicle Code section was not initially included in Transportation Code Section 302.
VC 21211	BLOCK BIKE LANE	CVC21211: \$60 TC38N: \$100	\$100	The SFMTA Board authorized an increase to \$100 for a violation of TC38N. The same conduct is a violation of CVC21211, which has a published fine of \$60. Accordingly, TC38N is deleted and the fine amount for CVC21211 is increased to \$100.
VC 22507.8	ILLEGAL PARKING IN BLUE ZONES	N/A	\$300.	In accordance with the recent amendments to the state code authorizing increased fines for illegally parking in blue zones reserved for persons with disabilities, a fine increase is proposed from \$250 to \$300. Because this amount cannot be increased except with authority of state law, this section was not included in the fine amounts listed in the budget resolution.
VC 22515A VC 22515B	UNATTENDED MOTOR VEH	\$70	\$70	These fine amounts were mistakenly listed as \$60 instead of the SFMTA Board-approved amount of \$70.
TC 31, 31.2	DRIVING-TRANSIT-ONLY LANES	\$60	\$60	This fine amount was erroneously listed as \$76.

PARKING FINE VIOLATION CODE	FINE DESCRIPTION	BOARD APPROVED RATE	PROPOSE D RATE	EXPLANATION
TC 33.5A, 39B, 66	PARKING IN STANDS	<u>\$85 (TC 33.5- school bus stands)</u> \$70 (TC 39B- taxi stands) No Fine (TC 66-tour bus loading zone)	\$85	These Traffic Code sections were consolidated into one violation. The highest fine amount among them is \$85, which is the proposed fine amount for the consolidated violations.
TC 53A	DOUBLE PARKING/RESTRI CTED STREET	N/A	\$100	This fine amount was previously in the Traffic Code but was inadvertently omitted from Transportation Code Section 302
TC 65	REPAIRING VEHICLE	\$65	\$65	This was originally intended to be moved to the Police Code, but after discussion with SFPD it was decided to leave it in the Transportation Code, so the fine amount is restored to Division II.
TC 77, 78	PEDESTRIAN CROSSINGS	N/A	\$50	No fine amount was ever set in the Traffic Code for this violation.
TC 96	BICYCLE RIDING RESTRICTED	N/A	\$50	No fine amount was ever set in the Traffic Code for this violation.
TC 100	NUV VIOLATION  (Non-motorized User-propelled Vehicle.)	N/A	\$50	There were two former “Section 100’s” in the Traffic Code governing skating, scooters, skateboards and other non-motorized wheeled vehicles.  This fine is proposed in anticipation of a future amendment to Division I which would consolidate the two sections into one section.

<b>PARKING FINE VIOLATION CODE</b>	<b>FINE DESCRIPTION</b>	<b>BOARD APPROVED RATE</b>	<b>PROPOSE D RATE</b>	<b>EXPLANATION</b>
TC 104	ELECTRIC ASSISTIVE PERSONAL MOBILITY DEVICES	N/A	\$50	No fine amount was ever set in the Traffic Code for this violation.
TC 219/27	MOTORCYCLE PARKING	\$85	\$85	This violation was inadvertently omitted from Transportation Code Section 302.
TC 315A	RESIDENTIAL OVERTIME	\$60	\$60	This section number reference was inadvertently omitted from the Transportation Code Section 302.
TC 412A, 712A	CARPOOL – VANPOOL OVERTIME	\$33 (412A)	\$33 (412A and 712A)	Section 412A was omitted from the list of fines in Transportation Code Section 302, and 712A never had a fine associated with it. These are parallel provisions to the residential parking violation (TC 315A)
TC 315C	RESIDENTIAL- PERMIT ON WRONG CAR	\$60	\$100	This fine amount is proposed to be increased to match corresponding proposed fines for 412C and 712C. The \$100 amount is proposed because the violation involves the misuse of a permit.
TC , 412C, 712C	CARPOOL – VANPOOL- PERMIT ON WRONG CAR	N/A	\$100	These violations are misdemeanors. An infraction fine amount is proposed in anticipation of converting these sections from misdemeanor to infraction offenses for easier enforcement. A \$100 fine amount is proposed because of the misuse of a permit.



PARKING FINE VIOLATION CODE	FINE DESCRIPTION	BOARD APPROVED RATE	PROPOSE D RATE	EXPLANATION
TC 315D, 412D, 712D	COUNTERFEIT PERMIT	N/A	\$100	These violations are misdemeanors. An infraction fine amount is proposed in anticipation of converting these sections from misdemeanor to infraction offenses for easier enforcement. A \$100 fine amount is proposed because of the fraudulent intent involved in the violation.

In addition to amendments to the permit fee and penalty schedules, the following are amendments to the text of Transportation Code, Division II:

1. Section 101(a)(6): A definition of "Traffic Code" was added to explain references to the former Traffic Code sections.
2. Section 302 is generally renumbered in anticipation of re-organizing the list of infraction violations in Division I. This renumbering will leave room for future amendments to be placed in a logical sequence in the code, and will assist enforcement personnel to categorize violation section numbers by topic. Currently certain violations for abuses of permits such as Residential Parking Permit and Carpool and Van Pool are misdemeanors. The SFMTA Safety, Security and Enforcement Division has recommended that these violations be converted to infractions. This will enable a Parking Control officer to ticket a vehicle rather than issue a misdemeanor citation to an individual. In order to implement this change, the Board of Supervisors will have to take action to establish these violations as infractions. Staff has included fines for these violations in this staff report in anticipation of action by the Board of Supervisors.
3. Section 303: In order to ease the transition for enforcement personnel between old and new code section numbers, a sentence was added to validate the issuance of citations under former Traffic Code section numbers that have corresponding Vehicle Code sections. Parenthetical Traffic Code section references were added to Vehicle Code §§ 21211 (blocking a bike lane) and 22500.1 (parking in a fire lane).
4. Section 401 is amended to clarify that the setting of parking rates is governed by all applicable law, such as the Burton Act that gives the Port authority to set rates within its jurisdiction.
5. Section 1008 is deleted as unnecessary, since other Vehicle Code sections give authority for double parking and commercial double parking citations. The Vehicle Code specifies that commercial double parking prohibitions require signage to be enforced.

The City Attorney's Office has reviewed this item.

### **Benefits to SFMTA Strategic Plan:**

Transportation Code Division II establishes regulations and procedures for many of the service and safety improvement changes that are done on the City's roadways. It also provides the framework for the SFMTA's

permit program, parking fines and other fee-based services. Therefore, approval of the proposed modifications to the Transportation Code will further the following SFMTA Strategic Plan goals:

- Goal 1 - Customer Focus: To provide a safe, clean, environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First Policy.
- Goal 2 - System Performance: To get customers where they want to go, when they want to be there.
- Goal 4 - Financial Capacity: To ensure financial stability and effective resource utilization.

**Recommendation:**

SFMTA staff recommends adoption of the proposed modifications to the Transportation Code.

MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS  
CITY AND COUNTY OF SAN FRANCISCO

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

WHEREAS, During the budget process, the San Francisco Municipal Transportation Agency Board of Directors approved increases to certain citation fine amounts for Fiscal Year 2009; and

WHEREAS, Increased fine amounts for Fiscal Year 2009 were codified in the Transportation Code, Division II, approved by the SFMTA Board on July 1, 2008; and

WHEREAS, In preparation for the implementation of the citation fine increases, discrepancies were discovered between the violations and schedule of fines used for the budget, and the penalty schedule of Section 302 listed in the newly enacted Transportation Code; and

WHEREAS, The SFMTA has recommended that certain misdemeanor violations for abuses of permits such as Residential Parking Permit and Carpool and Van Pool be converted to infractions; and,

WHEREAS, SFMTA staff has included fines for these violations in the Transportation Code Division II amendment in anticipation of action by the Board of Supervisors; and,

WHEREAS, Permit transfer fees for contractor and residential permits were not included in Section 902 of the current Transportation Code Division II; and

WHEREAS, Permit transfer fees for contractor and residential permits were not increased to reflect increases in processing costs; and

WHEREAS, A public hearing on these revised fine and fee amounts was noticed in compliance with requirements of Charter § 4.104 and 16.112 and held before the SFMTA Board now, therefore be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors adopts the amended Transportation Code Division II in its entirety to supersede the Transportation Code, Division II that was enacted by the SFMTA Board of Directors on July 1, 2008 including amending Section 101(a) to add a definition of "Traffic Code", amending Section 302 to correct fine amounts and section number references, to add fines that had not been previously established, to consolidate violations with a single fine amount and to renumber Division I, Article 10 section numbers in anticipation of Division I, Article 10 reorganization, amending Section 303 to validate citations referencing former Traffic Code sections, amending Section 304 to conform fines for blocking bike lanes to the amount previously approved by the SFMTA Board, to increase fines for blue zone parking violations, and to correct transcription errors in fine amounts; amending Section 401 to clarify that parking meter rate setting is subject to all applicable laws; amending Table 902(d) to add permit transfer fees, and deleting Section 1008.

I hereby certify that the Municipal Transportation Agency Board adopted the foregoing resolution at its meeting of \_\_\_\_\_.

\_\_\_\_\_  
Secretary, Municipal Transportation Agency Board

**TRANSPORTATION CODE: DIVISION II AMENDMENTS  
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

**ARTICLE 100: DEFINITIONS AND GENERAL PROVISIONS**

**SEC. 101. DEFINITIONS.**

(a) Any words or phrases that are not defined in the Vehicle Code or in Division I of this Code shall have the meanings set forth below.

(1) **City Traffic Engineer.** The City Traffic Engineer of the SFMTA or his or her designee.

(2) **Downtown Core.** That area of San Francisco encompassed by and including Parking Meter Zones One and Two as they are defined in Article 400.

(3) **Private Bus.** Any motor vehicle designed, used or maintained by or for a charter-party carrier of passengers, a passenger stage corporation, or any highway carrier of passengers required to register with the California Public Utilities Commission, or an employer-operated commute hour shuttle service for employees.

(4) **Street.** A roadway or alley, and all segments or portions of the surface thereof between curbs that is intended for the movement of motor vehicles, exclusive of transit platforms and traffic islands.

(5) **Traffic Calming Device.** A median island, traffic circle, traffic undulation, speed bump, or other similar device installed for the purpose of controlling the speed of traffic.

(6) **Traffic Code.** The former Traffic Code of the City and County of San Francisco, predecessor to this Transportation Code, repealed effective July 2, 2008 by Ordinance No. 0045-08, Board of Supervisors File No. 080236.

(67) **Traffic Control Device.** A sign, signal, marking, or other device used to regulate, warn, or guide vehicular and pedestrian traffic, placed on, over, on the surface of or adjacent to a Street by authority of the SFMTA.

(78) **Transit-Only Area.** The locations that are reserved for the use of public transit vehicles, as specified in Article 600 of this Division II.

**SEC. 102. CITY UNDERTAKING LIMITED TO PROMOTION OF GENERAL WELFARE.**

In undertaking the adoption and enforcement of this Division II, the City is assuming an undertaking only to promote the general welfare. It is not assuming, nor is it imposing on its

officers or employees, an obligation for breach of which the City is liable in money damages to any person who claims that such breach proximately caused injury.

### **SEC. 103. APPLICABILITY OF VEHICLE CODE.**

The provisions of the San Francisco Transportation Code shall be construed in a manner consistent with the Vehicle Code. Nothing in this Code is intended to narrow or limit any authority granted to the City by the Vehicle Code.

### **SEC. 104. SEVERABILITY.**

If any section, subsection, sentence, clause or phrase of this Division II is for any reason held to be unlawful, such decision shall not affect the validity of the remaining portions of this Code. The SFMTA Board of Directors declares that it would have passed this Code and each division, article, section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more division, articles, sections, subsections, sentences, clause or phrase be declared unlawful.

### **SEC. 105. TRAFFIC LAWS APPLY TO PERSON RIDING BICYCLES OR ANIMALS**

Every person riding a bicycle or riding or driving an animal upon a highway shall have all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the provisions of this Code except those provisions which by their very nature can have no application.

### **SEC. 106. EXEMPTIONS.**

(a) Notwithstanding any other provision of this Code, the vehicles listed in this Section are exempt from the Parking restrictions specified below. Such vehicles remain subject to all Parking restrictions except those from which they are expressly exempted.

(1) City and County owned, leased or rented vehicles, displaying public entity license plates and the official City seal are exempt from Division I, Section 10.2.27 (Payment of Parking Meter); provided, however, that the exemption shall not apply when the vehicle is Parked in a yellow zone. City vehicles remain subject to Division I, Section 10.2.26(b) (Overtime-Parking Meter).

(2) News-Gathering Vehicles are exempt from Division I, Sections 10.2.26 (Overtime Parking), 10.2.27 (Payment of Parking Meter), 10.2.12 (Curb Parking-Yellow Zones), 10.2.13 (Curb Parking-White Zones) and 10.2.58 (Preferential Parking) when the employee is on duty and the vehicle is Parked at least one half mile from the employee's place of employment or residence and is in compliance with all requirements of Division I, Article 3 of this Code.

### **SEC. 107. RULES AND REGULATIONS.**

The Director of Transportation is authorized to adopt such rules, regulations and procedures as he or she determines are necessary and appropriate for the implementation, administration and enforcement of this Code.

## **ARTICLE 200: CITY TRAFFIC ENGINEER**

### **SEC. 201. PROCEDURES FOR IMPLEMENTING PARKING AND TRAFFIC CONTROLS.**

(a) Office of City Traffic Engineer. The position of City Traffic Engineer is established. The City Traffic Engineer shall be an employee of the SFMTA licensed with the State of California as a Civil or Traffic Engineer and designated by the Director of Transportation to exercise the powers and perform the duties of City Traffic Engineer established by this Code. The City Traffic Engineer shall have the authority to:

(1) Identify, study and implement measures to improve traffic conditions and increase the safety of vehicles and pedestrians in furtherance of the City's Transit First Policy.

(2) Review and investigate requests to install, modify or remove Traffic Control Devices.

(3) Install color curb markings, including painting red zones not to exceed 20 (continuous) feet in length where needed to ensure public safety, proper Parking Meter spacing or vehicular access to private or public driveways and Streets.

(4) Design, install, operate and maintain Traffic Control Devices as necessary to guide, warn and control moving vehicular and pedestrian traffic.

(5) Install or remove any temporary Traffic Control Devices on any Street for the purpose of controlling Parking or traffic during emergencies, special conditions or events, construction work, short-term testing, or when necessary for the protection of public health and safety. Such temporary Traffic Control Devices shall be removed when they are no longer required following the emergency, condition, or event.

(6) Implement Parking and traffic control measures approved by the SFMTA Board of Directors.

(7) Determine the hours and days during which any Traffic Control Device shall be in operation except where such hours or days are established by law or by resolution of the SFMTA Board of Directors.

(8) Conduct engineering and traffic surveys necessary to establish and maintain appropriate speed limits.

(9) Regulate or prohibit obstructions on Streets and grant or deny Special Traffic Permits.

(10) Mark center lines, lane lines, crosswalks, the boundaries of Parking Spaces associated with Parking Meters, and other distinctive markings upon the surface of any Street, or place any signs to indicate the course to be traveled by vehicles or pedestrians.

(11) Take other actions to regulate Parking and traffic or prohibit Obstructions to Traffic which do not require public hearing or approval of the SFMTA Board of Directors as described in Sections (b) and (c) of this Section.

(12) To remove without notice any unauthorized Traffic Control Device or any Traffic Control Device not in conformance with this Code or the Vehicle Code.

(13) Carry out all functions of the City Traffic Engineer consistent with all laws, regulations, generally accepted traffic engineering standards and SFMTA policies.

(b) Public Hearings. The following Parking and traffic measures may be implemented following a public hearing:

(1) Locate and install Traffic Calming Devices.

(2) Designate the location of Stands, the types of vehicles authorized to use such Stands and the days and hours in which Parking restrictions shall be enforced at any Stand.

(3) With the exception of blue zones for the exclusive use of persons with disabilities designated in accordance with Vehicle Code § 21458(a)(5), determine the locations for Parking restrictions designated by painted curb colors in accordance with Vehicle Code section 21458 and the times that Parking is prohibited in such locations.

(4) Determine the locations of Truck Loading Zones and the times that Parking is prohibited in that Zone.

(5) Designate motorcycle Parking Spaces in areas with Parking Meters.

(c) SFMTA Board of Directors' Action Required. The following Parking and traffic measures may not be implemented without prior approval of the SFMTA Board of Directors, taking into consideration the recommendation of the City Traffic Engineer:

(1) Designate Parking Meter Zones and Streets on which Parking Meters are to be installed in each Parking Meter Zone.

(2) Designate blue zone Parking Spaces for the exclusive use of persons with disabilities in accordance with Vehicle Code § 21458(a)(5).

(3) Establish, modify or eliminate preferential Parking programs in accordance with Vehicle Code §§ 22507 and 22507.1, including the applicable geographical area(s) and the days and hours of applicable Parking restrictions.

(4) Install or remove bicycle lanes and regulate the location and use of motor vehicles and bicycles with respect to each other.

(5) Implement the following changes within the bicycle route network, as defined in the most recent update of the Transportation Element of the San Francisco General Plan:

(A) The narrowing of right-hand travel lanes with Parking, including turn lanes to less than 22 feet or the narrowing of right-hand travel lanes without Parking, including turn lanes to less than 14 feet;

(B) The narrowing or elimination of any bicycle lanes, bicycle paths or

bicycle routes;

- (C) The addition of traffic lanes, except where such lanes consist of left-turn or right-turn pockets.
  - (D) Subsections (c)(5)(A) through (c)(5)(C) shall not apply to construction zones involving temporary changes to lane widths or lane configurations.
- (6) Designate intersections at which right, left or U turns are prohibited.
  - (7) Designate intersections at which turns against a red or stop signal are prohibited.
  - (8) Establish multiple turn lanes where vehicles can make right or left turns from more than one lane.
  - (9) Designate one-way Streets.
  - (10) Designate intersections at which one direction of traffic shall be required to yield to the other.
  - (11) Designate intersections at which traffic shall be required to stop, or where a required stop is eliminated.
  - (12) Designate the location of all bus zones for the use of public transit vehicles.
  - (13) Set time limits for, and the days and hours of enforcement of any Parking restriction.
  - (14) Establish or close a crosswalk.
  - (15) Establish a tow-away zone.
  - (16) Designate motorcycle Parking zones in areas without Parking Meters.
  - (17) Designate the angle or direction in which vehicles are required to Park on the Street.
  - (18) Designate locations where Parking by vehicles over 6 feet high is restricted within 100 feet of an intersection.
  - (19) Establish speed limits on Streets pursuant to Article 700 of this Code.
  - (20) Establish bus, truck, and weight restrictions on Streets pursuant to Article 500 of this Code.

## **SEC 202. NOTICE OF PUBLIC HEARING.**

The City Traffic Engineer shall post localized notices of public hearings for changes implemented pursuant to subsections 201(b) or 201(c). Such notices shall be posted on at least two utility poles in the affected area for no less than 10 calendar days prior to the hearing. The notice of the public hearing shall also be posted on the SFMTA website.

## **SEC 203. FINAL SFMTA DECISION; REQUEST FOR REVIEW.**



(a) Board of Directors Decisions: Any decision of the SFMTA Board of Directors to install or remove a stop sign, to create or eliminate a bicycle lane, to create or eliminate a preferential Parking zone pursuant to Sections 22507 or 22507.1 of the Vehicle Code, create or eliminate a Parking Meter zone, adopt a short term Parking restriction, or establish or remove a blue zone shall, upon approval, be a Final SFMTA Decision.

(b) City Traffic Engineer Decisions. Whenever the City Traffic Engineer declines a public request to recommend to the SFMTA Board any of the actions identified in subsection (a), notice of such decision shall be posted on the MTA website and mailed to the requestor at the address provided by the requestor. If the request was made by petition, notice shall be mailed to the primary contact for the petition.

(c) Request for Review. Any person may submit by mail a written and signed request for review of any decision made by the City Traffic Engineer pursuant to subsection (b). The request for review shall specify the grounds for review of the decision and the name and mailing address of the person submitting the request. Such request must be received by the SFMTA on or before the 30<sup>th</sup> day following the date that the notice of decision is posted on the MTA website or is mailed, whichever date is later.

(d) Director of Transportation's Determination. Within 30 calendar days of receiving a request for review, the Director of Transportation shall determine whether to affirm the decision of the City Traffic Engineer or refer the matter to the SFMTA Board of Directors. If the Director of Transportation affirms the determination of the City Traffic Engineer, the request for review is denied and the decision becomes a Final SFMTA Decision. Notice of the Final SFMTA Decision shall be mailed to the requestor at the address provided by the requestor. If the request was made by petition, notice shall be mailed to the primary contact for the petition.

(e) SFMTA Board of Directors Hearing. If the request for review is referred to the SFMTA Board of Directors, notice of the time and place of such hearing shall be mailed to the requestor and posted in accordance with the requirements of Section 202.

## **ARTICLE 300: FINES AND FEES**

### **SEC. 301. LATE PAYMENT; SPECIAL COLLECTIONS AND BOOT REMOVAL FEE.**

(a) Except as otherwise specified in this Code, the SFMTA may charge the following penalties and fees to persons to whom civil citations have been issued or to owners of cited vehicles for failure to either pay the citations or to contest the underlying citations by the due date affixed to the notice of violation:

(1) The penalty for failure to pay a citation penalty or contest the underlying citation by the first due date affixed to the notice of violation shall be \$25.00.

(2) The penalty for failure to pay a citation penalty or contest the underlying citation by the second due date affixed to the notice of violation shall be \$35.00.

(3) A fee to reimburse the City for collection costs incurred as a result of a citation that is not either contested or paid by the first due date affixed to the notice of violation.

(4) A fee to reimburse the City for the costs of removing boots from scofflaw vehicles in the amount of \$205.

## **SEC. 302. TRANSPORTATION CODE PENALTY SCHEDULE.**

Violation of any of the following subsections of the San Francisco Transportation Code shall be punishable by the fines set forth below.

<b>FORMER TRAFFIC CODE SECTION</b>	<b>TRANSPORTATION CODE SECTION</b>	<b>DESCRIPTION</b>	<b>FINE AMOUNT</b>
<b><u>PEDESTRIANS AND SIDEWALKS</u></b>			
<u>TC77, 78</u>	<u>Div I 10.2.10</u>	<u>Pedestrian Crossings</u>	<u>\$50.00</u>
<u>TC104</u>	<u>Div I 10.2.11</u>	<u>Electric Assistive Personal Mobility Devices</u>	<u>\$50.00</u>
<u>TC96</u>	<u>Div I 10.2.12</u>	<u>Bicycle Riding Restricted</u>	<u>\$50.00</u>
<u>TC100</u>	<u>Div I 10.2.13</u>	<u>NUV Violation</u>	<u>\$50.00</u>
<b><u>ON-STREET PARKING</u></b>			
<u>TC315A</u>	<u>Div I 10.2.20</u>	<u>Residential Parking</u>	<u>\$60.00</u>
<u>TC412A, 712A</u>	<u>Div I 10.2.21</u>	<u>Carpool/Vanpool Parking</u>	<u>\$33.00</u>
<u>TC37C</u>	<u>Div I <del>10.2.10</del> 10.2.22</u>	<u>Street Cleaning</u>	<u>\$50.00</u>
<u>TC202.1</u>	<u>Div I <del>10.2.23</del> 10.2.27</u>	<u>Parking Meter- Downtown Core</u>	<u>\$60.00</u>
<u>TC202</u>	<u>Div I <del>10.2.24</del> 10.2.27</u>	<u>Parking Meter- Other Areas</u>	<u>\$50.00</u>
<u>TC38A</u>	<u>Div I <del>10.2.11</del> 10.2.25</u>	<u>Red Zone</u>	<u>\$85.00</u>
<u>TC38B, 38B.1</u>	<u>Div I <del>10.2.12</del> 10.2.26</u>	<u>Yellow Zone</u>	<u>\$70.00</u>
<u>TC38C</u>	<u>Div I <del>10.2.13</del> 10.2.27</u>	<u>White Zone</u>	<u>\$85.00</u>
<u>TC38D</u>	<u>Div I <del>10.2.14</del> 10.2.28</u>	<u>Green Zone</u>	<u>\$60.00</u>
<u>TC37A</u>	<u>Div I <del>10.2.15</del> 10.2.29</u>	<u>Parking for 72 Hours</u>	<u>\$85.00</u>
<u>TC32C.1</u>	<u>Div I <del>10.2.26</del> 10.2.30A</u>	<u>Overtime Parking- Downtown Core</u>	<u>\$60.00</u>
<u>TC32C.2</u>	<u>Div I <del>10.2.26</del> 10.2.30B</u>	<u>Overtime Parking- Other Areas</u>	<u>\$50.00</u>
<u>TC32C.12</u>	<u>Div I 10.2.26</u>	<u>Overtime Parking-Off Street</u>	<u>\$50.00</u>
<u>TC32.4.2B, 32.14, 58C</u>	<u>Div I <del>10.2.5</del> 10.2.31</u>	<u>Parking Marked Space</u>	<u>\$45.00</u>
<u>TC32.13, 55</u>	<u>Div I <del>10.2.7</del> 10.2.32</u>	<u>Angled Parking</u>	<u>\$45.00</u>
<u>TC32.21</u>	<u>Div I <del>10.2.8</del> 10.2.33</u>	<u>Blocking Residential Door</u>	<u>\$33.00</u>
<u>TC56</u>	<u>Div I <del>10.2.17</del> 10.2.34</u>	<u>Median Dividers and Islands</u>	<u>\$60.00</u>

FORMER TRAFFIC CODE SECTION	TRANSPORTATIO N CODE SECTION	DESCRIPTION	FINE AMOUNT
TC58A	Div 1 <del>40.2.48</del> <u>10.2.35</u>	Block Wheels	\$45.00
TC61	Div 1 <del>40.2.22</del> <u>10.2.36</u>	100 Feet Oversize	\$60.00
<u>TC219, 27</u>	<u>Div 1 10.2.37</u>	<u>Motorcycle Parking</u>	<u>\$85.00</u>
TC33.5, 39, 66	Div 1 <del>40.2.51</del> <u>10.2.38</u>	Parking in Stand	<del>\$70.00</del> \$85.00
<u>TC53A</u>	Div 1 <del>40.2.34</del> <u>10.2.39</u>	<u>Parking Transit-Only</u>	<u>\$100.00</u>
TC32A.1	Div 1 <del>40.2.28</del> <u>10.2.40</u>	Tow-Away Zone- Dwntwn Core	<del>\$70.00</del> <u>\$80.00</u>
TC32A.2	Div 1 <del>40.2.28</del> <u>10.2.41</u>	Tow-Away Zone- Other Areas	\$70.00
TC32B, 412(a)	Div 1 <del>40.2.28</del> <u>10.2.42</u>	Parking Restrictions	\$70.00
<u>TC32.6</u>	<u>Div 1 10.2.43</u>	<u>Parking-Public Property</u>	<u>\$50.00</u>
<u>TC32.4, 32.4.1</u>	<u>Div 1 10.2.44</u>	<u>Parking-Candlestick Park</u>	<u>\$50.00</u>
TC33C	Div 1 <del>40.2.49</del> <u>10.2.45</u>	Temp Park Restriction	\$50.00
TC33.1	Div 1 <del>40.2.20</del> <u>10.2.46</u>	Temp Construction Zone	\$50.00
TC21	Div 1 <del>40.2.25</del> <u>10.2.47</u>	Remove Chalk	\$100.00
<u>TC65</u>	<u>Div 1 10.2.48</u>	<u>Repairing Vehicle</u>	<u>\$65.00</u>
<u>TC315C, 412C, 712C</u>	<u>Div 1 10.2.49</u>	<u>Invalid Permit</u>	<u>\$100.00</u>
<u>TC315D, 412D, 712D</u>	<u>Div 1 10.2.50</u>	<u>Permit on Wrong Car</u>	<u>\$100.00</u>
Police Code Section <del>§</del> 710.2		<u>For Sale Sign</u>	\$ 50.00
<b><u>OFF-STREET PARKING</u></b>			
<u>TC32.10, 32.11</u>	<u>Div 1 10.2.60</u>	<u>Parking Facility Charges</u>	<u>\$50.00</u>
<u>TC32.15</u>	<u>Div 1 10.2.61</u>	<u>Entrance/Exit Parking Facility</u>	<u>\$100.00</u>
<u>TC32.14</u>	<u>Div 1 10.2.62</u>	<u>Blocking Space Parking Facility</u>	<u>\$45.00</u>
<u>TC32.16</u>	<u>Div 1 10.2.63</u>	<u>Speeding Parking Facility</u>	<u>\$100.00</u>
TC32.21A	Div 1 <del>40.2.35</del> <u>10.2.64</u>	Block Charging Bay	\$100.00
<b><u>TRAFFIC REGULATIONS</u></b>			
TC70	Div 1 <del>40.2.24</del> <u>10.2.70</u>	Obstruction of Traffic-Vehicle	\$45.00
TC193.4	Div 1 <del>40.2.24</del> <u>10.2.71</u>	Obstruction of Traffic w/o Permit	\$500.00 (1 <sup>st</sup> offense) \$700.00 (2 <sup>nd</sup> offense) \$975.00 (3rd offense)
<u>TC31, 31.2</u>	<u>Div 1 10.2.72</u>	<u>Driving on Restricted Transit Streets- Driving-Transit-Only Lanes</u>	<u>\$60.00</u>
<u>TC103</u>	<u>Div 1 10.2.73</u>	<u>Driving Through Parades</u>	<u>\$100.00</u>

<b>FORMER TRAFFIC CODE SECTION</b>	<b>TRANSPORTATIO N CODE SECTION</b>	<b>DESCRIPTION</b>	<b>FINE AMOUNT</b>
<u>TC121</u>	<u>Div 1 10.2.74</u>	<u>Street Car Right-of-Way</u>	<u>\$100.00</u>
<u>TC122</u>	<u>Div 1 10.2.75</u>	<u>Passing Safety Zones</u>	<u>\$100.00</u>
<u>TC25</u>	<u>Div 1 10.2.76</u>	<u>Removal of Vehicles-Collision</u>	<u>\$100.00</u>
<u>TC28.1-28.1.70</u>	<u>Div 1 10.2.77</u>	<u>Weight Restricted Streets</u>	<u>\$100.00</u>
<u>TC98.3</u>	<u>Div I 10.2.4</u>	<u>Bicycle Messenger Regulations</u>	<u>\$ 50.00 (1st offense)</u>
			<u>\$100.00 (2nd offense)</u>
			<u>\$250.00 (3rd offense)</u>
<b><u>COMMERCIAL VEHICLES</u></b>			
<u>TC63.2</u>	<u>Div 1 40.2.4510.2.90</u>	<u>Vehicles for Hire Parking</u>	<u>\$100.00</u>
<u>TC63.3</u>	<u>Div 1 40.2.4610.2.91</u>	<u>Advertising Sign</u>	<u>\$100.00</u>
<u>TC68</u>	<u>Div I 40.2.4710.2.92</u>	<u>Selling from Vehicle</u>	<u>\$100.00 (1<sup>st</sup> offense)</u> <u>\$200.(2<sup>nd</sup> offense w/in 1 year)</u> <u>\$500.(3rd offense w/in 1 year)</u>
<u>TC33.3, 33.3.2</u>	<u>Div I 40.2.910.2.93</u>	<u>Truck Loading Zone</u>	<u>\$70.00</u>
<u>TC63-63A, 63.1</u>	<u>Div 1 40.2.4810.2.94</u>	<u>Commercial Vehicle Parking Restrictions</u>	<u>\$100.00</u>
<u>TC66</u>	<u>Div 1 10.2.23</u>	<u>Tour Bus Loading</u>	<u>\$100.00</u>
<b><u>TRANSIT VIOLATIONS</u></b>			
<u>TC127</u>	<u>Div 1 40.2.4910.2.101</u>	<u>Fare Evasion</u>	<u>\$50.00</u>
<u>TC128</u>	<u>Div 1 40.2.5010.2.102</u>	<u>Passenger Misconduct</u>	<u>\$50.00</u>
<u>TC128.5</u>	<u>Div 1 10.2.103</u>	<u>Conversing with Operator</u>	<u>\$50.00</u>

### **SEC. 303. CALIFORNIA VEHICLE CODE PENALTY SCHEDULE.**

Violation of any of the following subsections of the Vehicle Code (VC) shall be punishable by the fines set forth below. The fine amounts listed in this Section 303 shall apply to any citation issued using a former Traffic Code section number that is listed next to the corresponding Vehicle Code section below.

<b>VEHICLE CODE SECTION</b>	<b>DESCRIPTION</b>	<b>FINE AMOUNT</b>
<u>VC4462B</u>	<u>Improper Registered Plates</u>	<u>\$50.00</u>
<u>VC4464</u>	<u>Altered Plates</u>	<u>\$50.00</u>
<u>VC5201</u>	<u>Plates/Mounting</u>	<u>\$60.00</u>
<u>VC5201F</u>	<u>Plate Cover</u>	<u>\$60.00</u>

<b>VEHICLE CODE SECTION</b>	<b>DESCRIPTION</b>	<b>FINE AMOUNT</b>
VC5202	No Plates	\$60.00
VC5204A	Tags	\$60.00
VC21113A	School/Pub Ground	\$55.00
VC21211 (38N)	Bicycle Path/Lanes	<del>\$60.00</del> 100.00
VC22500A	Parking in Intersection	\$85.00
VC22500B	Parking in Crosswalk	\$85.00
VC22500C	Safety Zone	\$85.00
VC22500D	15 Ft of Fire Station	\$85.00
VC22500E	Driveway	\$85.00
VC22500F	On Sidewalk	\$100.00
VC22500G	Excavation	\$45.00
VC22500 H	Double Parking	\$75.00
VC22500I	Bus Zone	\$250.00
VC22500J	Tube or Tunnel	\$45.00
VC22500K	Bridge	\$45.00
VC22500L	Wheelchair Access	\$250.00
VC22500.1 (32.4.A)	Parking in Fire Lane	\$60.00
VC22502A	Over 18 inches from Curb	\$45.00
VC22502B	Wrong Way Parking	\$45.00
VC22502E	One-Way Road/Parking	\$45.00
VC22505B	Signs	\$45.00
VC22507.8A	Disabled Parking	<del>\$300.00</del> \$250.00
VC22507.8B	Disabled Parking	<del>\$300.00</del> \$250.00
VC22507.8C	Disabled Parking	<del>\$300.00</del> \$250.00
VC22511.57	Lost, Stolen Placard ( <del>Div I § 40.2.57</del> )	\$100.00
VC22514	Fire Hydrant	\$85.00
VC22515A	Unattended Motor Vehicle	<del>\$70.00</del> \$60.00
VC22515B	<del>Unattended</del> <u>Unsecured</u> Motor Vehicle	<del>\$70.00</del> 60.00
VC22516	Locked Vehicle	\$55.00
VC22521	Railroad Tracks	\$75.00
VC22522	W/3 Ft Wheelchair Ramp	\$250.00
VC22523A	Abandoned Vehicle/Highway	\$210.00
VC22523B	Abandoned Vehicle/Public or Private Property	\$210.00
VC22526A	Blocking Intersection	\$85.00
VC22526B	Blocking Intersection white Turning	\$100.00
VC23333	Park/Veh Crossing	\$70.00

### 304. COLOR CURB PAINTING FEES.

(a) Fees. When a request for color curb markings is received by the SFMTA, City Traffic Engineer is authorized to administer and collect a processing fee, a painting fee, and a renewal fee from the requestor. The fees shall be as follows:

Table 304:

**WHITE AND GREEN ZONE FEE SCHEDULE**

<b>Zone length</b>	<b>Processing</b>	<b>Paint</b>	<b>New Request Total</b>	<b>Biennial Renewal</b>
1 to 22 feet	\$336	\$158	\$494	\$160
23 to 44 feet	\$672	\$316	\$988	\$320
45 to 66 feet	\$1,008	\$474	\$1482	\$480
More than 66 feet	\$1,344	\$474	\$1976	\$640
Green Zone Meter	\$250	-	-	-
Red Zone	\$80 processing fee  Initial painting and renewal: \$73 per 6 linear feet or fraction thereof			

(b) Exemptions from White Zone Fees. The following entities shall be exempt from paying white zone fees so long as such entities are primarily conducting nonprofit activities at the location of the white zone:

- (1) Government buildings open to the public;
- (2) Buildings occupied by private nonprofit organizations whose exclusive function is serving senior citizens and persons with disabilities; and
- (3) Private nonprofit educational institutions whose exclusive function is providing education to students in any grade from kindergarten through eighth grade.

(c) Nothing in this Section is intended to limit the SFMTA's ability to install color curb markings on its own initiative.

**SEC. 305. ADMINISTRATIVE FEE.**

A fee to reimburse the City for costs incurred in the administration of the procedures for towing vehicles from within the public right of way shall be charged to the owner of a vehicle towed from the public right of way by the SFMTA or the Police Department. The Director of Transportation is authorized to establish the fee in an amount reasonably calculated to cover the

actual costs incurred by the City in towing vehicles from the public right of way. The administrative fee imposed pursuant to this Section shall be in addition to the fee charged by a tow car operator to the owner of a towed vehicle for the costs of towing and storing the vehicle. The fee imposed pursuant to this Section shall not be taken into account in determining the maximum fee that may lawfully be charged by the tow car operator to the owner of a removed vehicle, nor shall the fee imposed pursuant to this Section be taken into account in determining whether a fee charged by the tow car operator to the owner of a removed vehicle is excessive as a matter of law.

## **ARTICLE 400: PARKING METER REGULATIONS**

### **SEC. 401. PARKING METER RATES, OPERATION TIMES, AND TIME LIMITS.**

Within the range of charges authorized for each Parking Meter Zone in Sections 406-410 of this Article, and consistent with applicable law and the policies established by the SFMTA Board of Directors, the Director of Transportation is authorized to determine:

- (a) The rate to be charged at any particular meter at any particular time;
- (b) The times and days during which deposit of valid payment at a Parking Meter is required;
- (c) The maximum time period permitted for Parking at any Parking Meter; and
- (d) The Parking Meter technology to be used by the SFMTA.

### **SEC. 402. PARKING METER ZONE NUMBER ONE.**

Parking Meter Zone Number One shall include that portion of the City and County of San Francisco not under the jurisdiction of the Port of San Francisco commencing at a point where the southerly line of King Street intersects the easterly line of The Embarcadero, thence westerly along the southerly line of King Street to the westerly line of Fourth Street, thence northerly along the westerly line of Fourth Street to the northerly line of Mission Street, thence westerly along the northerly line of Mission Street to the westerly line of Seventh Street, thence northerly along the westerly line of Seventh Street to the northerly line of Market Street, thence easterly along the northerly line of Market Street to the westerly line of Taylor Street, thence northerly along the westerly line of Taylor Street to the northerly line of Bush Street, thence easterly along the northerly line of Bush Street to the easterly line of Grant Avenue, thence northerly along the easterly line of Grant Avenue to the northerly line of California Street, thence easterly along the northerly line of California Street to the westerly line of Kearny Street, thence northerly along the westerly line of Kearny Street to the southerly line of Jackson Street, thence easterly along the southerly line of Jackson Street to the easterly line of Battery Street, thence southerly along the easterly line of Battery Street to the northerly line of Washington Street, thence easterly along the northerly line of Washington Street to the easterly line of The Embarcadero, thence

southerly along the easterly line of The Embarcadero to the point of commencement.

#### **SEC. 403. PARKING METER ZONE NUMBER TWO.**

Parking Meter Zone Number Two shall consist of that portion of the City and County of San Francisco not under the jurisdiction of the Port of San Francisco commencing at a point where the northerly line of Folsom Street intersects the westerly line of Fifth Street, thence westerly along the northerly line of Folsom Street to the westerly line of Tenth Street, thence northerly along the westerly line of Tenth Street to the southerly line of Mission Street, thence westerly along the southerly line of Mission Street to the westerly line of Twelfth Street, thence northerly along the westerly line of Twelfth Street to the northerly line of Market Street, thence westerly along the northerly line of Market Street to the westerly line of Franklin Street, thence northerly along the westerly line of Franklin Street to the northerly line of Eddy Street, thence easterly along the northerly line of Eddy Street to the westerly line of Jones Street, thence northerly along the westerly line of Jones Street to the northerly line of Bush Street, thence easterly along the northerly line of Bush Street to the westerly line of Stockton Street, thence northerly along the westerly line of Stockton Street to the southerly line of Broadway, thence easterly along the southerly line of Broadway to the westerly line of The Embarcadero, thence southerly along the westerly line of The Embarcadero to the southerly line of King Street, thence along the southerly line of King Street to the westerly line of Fifth Street, thence northerly along the westerly line Fifth Street to the point of commencement, except that the portion of the City and County of San Francisco within Parking Meter Zone Number One as described in Section 201.1 is excluded from Parking Meter Zone Number Two.

#### **SEC. 404. PARKING METER ZONE NUMBER THREE.**

Parking Meter Zone Number Three includes that portion of the City and County of San Francisco not included within the boundaries of Parking Meter Zones Number One, Two and Four. It excludes any part of the City and County of San Francisco under the jurisdiction of the Port of San Francisco

#### **SEC. 405. PARKING METER ZONE NUMBER FOUR.**

Parking Meter Zone Number Four includes that portion of the City and County of San Francisco not under the jurisdiction of the Port of San Francisco within the area bounded by San Francisco Bay on the north and east, the southerly line of Bay Street on the south and the westerly line of Van Ness Avenue on the west.

#### **SEC. 406. PARKING METER RATES– PARKING METER ZONE NUMBER ONE.**

The rates for Parking Meters in Parking Meter Zone Number One shall be between \$1.00 an hour and \$3.00 an hour.

#### **SEC. 407. PARKING METER RATES– PARKING METER ZONE NUMBER TWO.**

The rates for Parking Meters in Parking Meter Zone Number Two shall be between \$1.00



an hour and \$2.50 an hour.

**SEC. 408. PARKING METER RATES– PARKING METER ZONE NUMBER THREE.**

The rates for Parking Meters in Parking Meter Zone Number Three shall be between \$1.00 an hour and \$1.50 an hour.

**SEC. 409. PARKING METER RATES– PARKING METER ZONE NUMBER FOUR.**

The rates for Parking Meters in Parking Meter Zone Number Four shall be between \$1.00 an hour and \$2.50 an hour.

**SEC. 410. PARKING METER RATES– MOTORCYCLES.**

The hourly rate for motorcycle Parking Meters for the various Parking Meter Areas shall be as follows:

- (a) Parking Meter Area One shall have an hourly rate of twenty-five cents.
- (b) Parking Meter Area Two shall have an hourly rate of fifteen cents.
- (c) Parking Meter Area Three shall have an hourly rate of ten cents.
- (d) Parking Meter Area Four shall have an hourly rate of fifteen cents.

**SEC. 411. TRUCK LOADING ZONES.** Where there are multiple Parking Meters in a Truck Loading Zone and the length of a Truck necessitates that it occupy more than one Parking Space, compliance with Division I Section 10.2.27 (Payment of Parking Meter) requires payment of the Parking Meter for each Parking Space occupied by the Truck.

**ARTICLE 500: SIZE, WEIGHT, LOAD RESTRICTIONS**

**SEC. 501. VEHICLE WEIGHT RESTRICTIONS.**

(a) Prohibition. Operation of a vehicle with gross weight in excess of 6,000 pounds on the Streets listed in Section 501(b), or the operation of a vehicle with unladen weight in excess of 18,000 pounds on any Street listed in Section 501(c) is a violation of Division I, Section 10.2.36 (Weight Restricted Streets).

(b) 6,000 lbs Limits. No person shall operate a vehicle of a gross weight in excess of 6,000 pounds on the following Streets:

- (1) 25<sup>th</sup> Street, between Sanchez and Dolores Streets.
- (2) 26<sup>th</sup> Street, between Church and Sanchez Streets.

- (3) 27<sup>th</sup> Street between Douglass and Castro Streets.
- (4) 28<sup>th</sup> Street between Douglass and Diamond Streets.
- (5) 29<sup>th</sup> Street between Diamond and Castro Street.
- (6) 34th Avenue between Wawona and Yorba Streets.
- (7) Alabama Street, between Ripley Street and South Precita Avenue.
- (8) Albion Street, between 15th and 17th Streets.
- (9) Alhambra Street, between Scott Street and Cervantes Boulevard.
- (10) Anza Vista Avenue between O'Farrell and Baker Streets.
- (11) Bacon Street between Somerset Street and San Bruno Avenue.
- (12) Baker Street between Terra Vista Avenue and Turk Street.
- (13) Baker Street, between Union Street Avenue and Marina Boulevard.
- (14) Barcelona Avenue between Terra Vista and Anza Vista Avenues.
- (15) Bay Street, between Laguna Street and Columbus Avenue.
- (16) Beaumont Avenue, between Turk and Anza Streets.
- (17) Blanken Avenue, between Tunnel Avenue and Executive Park Boulevard.
- (18) Broderick Street between Richardson Avenue and Union Street.
- (19) Broderick Street, between O'Farrell Street and Turk Street.
- (20) Brussels Street between Silver Avenue and Burrows Street.
- (21) Buchanan Street between Broadway and Union Streets.
- (22) Buchanan Street, between Lombard and Chestnut Streets.
- (23) Burrows Street between Somerset Street and San Bruno Avenue.
- (24) Cayuga Avenue, between Geneva and Foote Avenues.
- (25) Cedro Avenue, between Mercedes Way and Ocean Avenue.
- (26) Cerritos Avenue, between Mercedes Way and Ocean Avenue.

- (27) Cervantes Boulevard between Fillmore Street and Marina Boulevard.
- (28) Cesar Chavez Street between Church and Noe Streets.
- (29) Chattanooga Street, between Twenty-first and Jersey Streets.
- (30) Chestnut Street between Montgomery and Sansome Streets.
- (31) Chestnut Street, between Laguna Street and Van Ness Avenue.
- (32) Chestnut Street, between Lyon Street and Broderick Street.
- (33) Chestnut Street, between Polk Street and Columbus Avenue.
- (34) Claremont Boulevard, between Portola Drive and Taraval Street.
- (35) Clipper Street, between Diamond Heights Boulevard and Dolores Street.
- (36) College Avenue, between Genebern Way and Mission Street.
- (37) Commonwealth Avenue between Geary Boulevard and California Street.
- (38) Corbett Avenue, between Clayton and Seventeenth Streets.
- (39) Crane Street between Paul Avenue and Bayshore Boulevard.
- (40) Del Vale Avenue between Evelyn Way and O'Shaughnessy Boulevard.
- (41) Delano Avenue, between Geneva and Ottawa Avenues.
- (42) Dewey Boulevard, between Laguna Honda Boulevard and Taraval Street.
- (43) Diamond Heights Boulevard between the westerly leg of Berkeley Way and Elk Street.
- (44) Diamond Street between Chenery Street and Diamond Heights Boulevard.
- (45) Douglass Street between Twenty-seventh and Twenty-eighth Streets.
- (46) Duncan Street between Diamond Street and Diamond Heights Boulevard.
- (47) Ecker Street between Jessie and Mission Streets.
- (48) Eddy Street, between Divisadero Street and St. Joseph's Avenue.
- (49) Eighteenth Avenue between Vicente and Ulloa Streets.
- (50) Elk Street between Bosworth and Chenery Streets.

- (51) Elk Street between Diamond Heights Boulevard and Chenery Street.
- (52) Ellis Street, between Divisadero Street and St. Joseph's Avenue.
- (53) Encanto Avenue between Terra Vista and Anza Vista Avenues.
- (54) Encline Court between Marietta Drive and the Eastern Terminus.
- (55) Everglade Drive, between Sloat Boulevard and Eucalyptus Drive.
- (56) Fair Oaks Street between Twenty-first and Twenty-sixth Streets.
- (57) Felton Street between Somerset Street and San Bruno Avenue.
- (58) Filbert Street between Divisadero and Lyon Streets.
- (59) Filbert Street, between Polk and Taylor Streets.
- (60) Fillmore Street between Broadway and Union Streets.
- (61) Folsom Street, between Precita Avenue and Bernal Heights Boulevard;  
and Bernal Heights Boulevard, between Folsom Street and Bernal Heights  
Park (approximately 350 feet).
- (62) Foote Avenue, between Alemany Boulevard and San Jose Avenue.
- (63) Fortuna Avenue between Terra Vista and Anza Vista Avenues.
- (64) Francisco Street between Montgomery and Kearny Streets.
- (65) Francisco Street, between Baker and Scott Streets.
- (66) Francisco Street, between Laguna Street and Van Ness Avenue.
- (67) Francisco Street, between Lyon Street, and Richardson Avenue.
- (68) Francisco Street, between Polk Street and Columbus Avenue.
- (69) Franklin Street, between California and Lombard Streets.
- (70) Genebern Way, between Alemany Boulevard and College Avenue.
- (71) Gilman Avenue, between Third and Fitch Streets.
- (72) Girard Street between Silver Avenue and Bacon Street.
- (73) Goettingen Street between Silver Avenue and Bacon Street.

- (74) Gough Street, between Jackson and Union Streets.
- (75) Gough Street, between Union and California Streets.
- (76) Great Highway, between Lincoln Way and Sloat Boulevard.
- (77) Green Street between Grant Avenue and Montgomery Street.
- (78) Green Street, between Polk and Mason Streets.
- (79) Greenwich Street between Divisadero and Lyon Streets.
- (80) Greenwich Street between Franklin Street and Van Ness Avenue.
- (81) Greenwich Street, between Polk and Taylor Streets.
- (82) Guerrero Street between Eighteenth and Cesar Chavez Streets.
- (83) Hollister Avenue between Third and Hawes Streets.
- (84) Ingalls Street between Fitzgerald and Jamestown Avenues.
- (85) Ingerson Avenue between Third Street and Giants Drive.
- (86) Innes Avenue, between Middle Point Road and Hunters Point Boulevard.
- (87) Jamestown Avenue, between Third Street and Harney Way.
- (88) Jennings Street between Fitzgerald and Jamestown Avenues.
- (89) Jennings Street between Palou and Thomas Avenues.
- (90) Jersey Street, between Castro and Church Streets.
- (91) Jones Street between California and Pine Streets.
- (92) Jones Street, between Columbus and Pacific Avenues.
- (93) Jordan Avenue between Geary Boulevard and California Street.
- (94) Kansas Street, between Twenty-second and Twenty-third Streets.
- (95) Kearny Street between Francisco and Bay Streets.
- (96) Keith Street between Palou and Van Dyke Avenues.
- (97) Kensington Way, between Claremont Boulevard and Portola Drive.

- (98) Laguna Street between Broadway and Union Streets.
- (99) Lane Street between Palou and Van Dyke Avenues.
- (100) Larkin Street between Chestnut and Francisco Streets.
- (101) Larkin Street, between Bay Street and Pacific Avenue.
- (102) Lathrop Avenue, between Tunnel and Tocoloma Avenues.
- (103) Laurel Street between Mayfair Drive and Euclid.
- (104) Leavenworth Street, between Bay Street and Pacific Avenue.
- (105) Ledyard Street, between Silver Avenue and Thornton Avenue.
- (106) Lombard Street between Montgomery and Sansome Streets.
- (107) Lombard Street between Stockton and Kearny Streets.
- (108) Lombard Street, between Hyde and Leavenworth Streets.
- (109) Lombard Street, between Polk and Leavenworth Streets.
- (110) Lyon Street between Lombard and Francisco Streets.
- (111) Lyon Street, between Green and Lombard Streets.
- (112) Marietta Drive Between Evelyn Way and Teresita Boulevard.
- (113) Marina Boulevard, between Lyon and Laguna Streets.
- (114) Mariposa Street, between Mississippi and Connecticut Streets.
- (115) Mariposa Street, between Vermont and Kansas Streets.
- (116) Market Street, between Fremont Street and Van Ness Avenue, within the streetcar track lanes.
- (117) Masonic Avenue between Waller Street and Frederick Street.
- (118) Mayfair Drive between Laurel and Spruce Streets.
- (119) Mendell Street, between Galvez and Hudson Avenues.
- (120) Middle Point Road, between Evans and Innes Avenues.
- (121) Monterey Boulevard, between Ridgewood and Santa Clara Avenues.

- (122) Montgomery Street between Green Street and Broadway Streets.
- (123) Montgomery Street between Lombard and Francisco Streets.
- (124) Mount Vernon Avenue, between Alemany Boulevard and San Jose Avenue.
- (125) Newhall Street, between Innes and Hudson Avenues.
- (126) Newhall Street, between Palou and Quesada Avenues.
- (127) Niagara Avenue, between Alemany Boulevard and San Jose Avenue.
- (128) Nido Avenue between Vega and Turk Streets.
- (129) Octavia Street between Broadway and Union Streets.
- (130) Ottawa Avenue, between Alemany Boulevard and Otega Avenue.
- (131) Pacheco Street, between Dewey Boulevard and Ninth Avenue.
- (132) Palm Avenue between Geary Boulevard and California Street.
- (133) Palou Avenue between Selby and Griffith Streets.
- (134) Parker Avenue between Geary Boulevard and California Street.
- (135) Parker Avenue, between Turk and Anza Streets.
- (136) Pennsylvania Street, between Mariposa and Twenty-second Streets.
- (137) Pond Street, between 16th and 17th Streets.
- (138) Powell Street between Sutter and California Street.
- (139) Quesada Avenue between Ingalls and Hawes Streets.
- (140) Quesada Avenue between Third and Ingalls Streets.
- (141) Revere Avenue between Ingalls and Hawes Streets.
- (142) Revere Avenue between Third and Ingalls Streets.
- (143) Rossi Avenue, between Turk and Anza Streets.
- (144) Santa Clara Avenue, between Monterey Boulevard and Portola Drive.
- (145) Scotia Avenue, between Silver Avenue and Thornton Avenue.

- (146) Scott Street, between California and Bush Streets.
- (147) Shafter Avenue between Ingalls and Hawes Streets.
- (148) Shafter Avenue between Third and Ingalls Streets.
- (149) Silliman Street between Somerset Street and San Bruno Avenue.
- (150) Spruce Street, between Geary Boulevard and Euclid Street.
- (151) St. Francis Boulevard, between Portola Drive and San Anselmo Avenue.
- (152) St. Joseph's Avenue, between O'Farrell Street and Turk Street.
- (153) Stanyan Street between 17th Street and Belgrave Street.
- (154) Stanyan Street, between Turk and Anza Streets.
- (155) Taraval Street, between 14th Avenue and Dewey Boulevard.
- (156) Taylor Street between Pine and California Streets.
- (157) Taylor Street, between Columbus and Pacific Avenues.
- (158) Telegraph Hill Boulevard.
- (159) Terra Vista Avenue between Anza Vista and St. Joseph's Avenues.
- (160) Thomas Avenue between Third and Jennings Streets.
- (161) Thornton Avenue, between Bayshore Boulevard and 3rd Street.
- (162) Thorp Lane.
- (163) Tunnel Avenue, between Blanken Avenue and Bayshore Boulevard.
- (164) Underwood Avenue between Third and Jennings Streets.
- (165) Union Street, between Lyon and Steiner Streets.
- (166) Vallejo Street between Montgomery and Sansome Streets.
- (167) Vallejo Street, between Polk and Mason Streets.
- (168) Vega Street between Nido and Anza Vista Avenues.
- (169) Vermont Street, between 17th and 18th Streets.



- (170) Vermont Street, between Twentieth and Twenty-second Streets.
- (171) Vesta Street, between Thornton Avenue and Williams Avenue.
- (172) Vicente Street between Sixteenth and Nineteenth Avenues.
- (173) Webster Street between Broadway and Union Streets.
- (174) Webster Street, between Bay Street and Marina Boulevard.
- (175) Westwood Park area streets within an area bounded by the south side of Monterey Boulevard and the east side of Plymouth Avenue, the north side of Ocean Avenue and the west side of Faxon Avenue.
- (176) Wheat Street between Paul Avenue and Bayshore Boulevard.
- (177) Yerba Buena Avenue, between Santa Clara Avenue and Miraloma Avenue.

(c) 18,000 lbs. Limit. No person shall operate a vehicle with an unladen weight in excess of 18,000 pounds on the following Streets:

- (1) Blanken Avenue, between Bayshore Boulevard and Tunnel Avenue
- (2) Tunnel Avenue, between Blanken Avenue and Recycle Road

(d) Exemptions. The provisions of this Section shall not be applicable to:

(1) Any vehicle which is subject to the provisions of Sections 1031 to 1036, inclusive, of the California Public Utilities Code and which has received a certificate from the CPUC pursuant to those Sections declaring that the public necessity and convenience require the operation of the vehicle, provided that the certificate authorizes that vehicle to be operated within the City, and the vehicle is being operated for the purpose authorized in the certificate. This exemption shall not apply to vehicles operated as round-trip sightseeing tour service as defined by the CPUC;

(2) Any commercial vehicle coming from an unrestricted Street having ingress and egress by direct route to and from that portion of the restricted Streets set forth below, when necessary for the purpose of making pickups of refuse, pickups or deliveries of passengers, goods, wares and merchandise from or to any building or structure located on such restricted Street, or for the purpose of delivering materials or equipment to be used in the actual and bona fide repairs, alteration, remodeling or construction of such restricted Street, or for any building or structure upon such restricted Street for which a building permit has previously been obtained;

(3) Any vehicle owned by a public utility while in use in the construction, installation or repair of any public utility;

- (4) Transit vehicles operated by the SFMTA along a regularly scheduled route;
- (5) School buses when operated for the transportation of school pupils;
- (6) Any vehicle owned by the City while being used in the course of official business;
- (7) Emergency vehicles.

## **SEC. 502. COMMERCIAL VEHICLES; PARKING LIMITED IN CERTAIN DISTRICTS.**

Transportation Code, Division I, Section 10.2.48 (Commercial Vehicle Parking in Certain Districts), shall apply only to a vehicle with a manufacturer's gross vehicle weight rating or a gross combination weight rating in excess of 10,000 pounds while Parked on any Street in an RH-1(D), RH-1, RH-2, RH-3, RM-1, RM-2, RM-3, RM-4 or P Use District.

## **ARTICLE 600: TRANSIT-RELATED RESTRICTIONS**

### **SEC. 601. DESIGNATED TRANSIT-ONLY AREAS.**

(a) The locations listed in this Section 601 are designated as Transit-only Areas. Any vehicle operating within a Transit-only Area during times that the Transit-only Area is enforced is in violation of Transportation Code, Division I, Section 10.2.38 (Driving in Transit-only Area).

(1) Cable Car Lanes On Powell Street Between California Street And Sutter Street. Except as to cable cars, Municipal Railway vehicles, and authorized emergency vehicles, no vehicle may operate within, over, upon or across the cable car lanes, or make any left or U-turn on the exclusive cable car lanes on Powell Street between California and Sutter Streets except to pass a disabled vehicle.

(2) West Portal Avenue Between 15th Avenue And Sloat Boulevard. Except as to streetcars and Municipal Railway vehicles, no vehicle may operate within Transit-only Areas on West Portal Avenue between 15th Avenue and Sloat Boulevard.

(3) Exclusive Commercial Vehicle/Transit Area On Sansome Street. Except as to buses, taxis, authorized emergency vehicles, and commercial vehicles, no vehicle may operate within the Transit-only Area running southbound on Sansome Street between Washington Street and Bush Street.

(4) Judah Street, from 9<sup>th</sup> Avenue to 20<sup>th</sup> Avenue. Except as to streetcars and Municipal Railway vehicles, no vehicle may operate within Transit-only Areas on Judah Street from 9<sup>th</sup> Avenue to 20<sup>th</sup> Avenue.

(5) Other Transit-Only Areas. Except for buses, taxicabs, vehicles preparing to make a turn, vehicles entering into or exiting from a stopped position at the curb, and vehicles

entering into or exiting from a driveway, no vehicle may operate in the following Transit-only Areas during the times indicated:

<b>Street</b>	<b>From</b>	<b>To</b>	<b>Hours of Operation</b>
1st St.	Market St.	Howard St.	All Times
3rd St.	Townsend St.	Market St.	All Times
4th St	Harrison St.	Townsend St.	All Times
4th St.	Market St.	Howard St.	All Times
Clay St.	Sansome St.	Davis St.	All Times
Fremont St.	Mission St.	Market St.	All Times
Geary St.	Market St.	Powell St.	All Times
Geary St.	Mason St.	Gough St.	All Times
Judah St.	20 <sup>th</sup> Ave.	La Playa St.	All Times
Market St. (Inbound)	12th St.	5th St.	All Times
Market St. (Outbound)	So. Van Ness Ave.	8th St.	All Times
O'Farrell St.	Gough St.	Hyde St.	All Times
O'Farrell St.	Jones St.	Powell St.	All Times
Post St.	Gough St.	Grant St.	All Times
Potrero Ave. (NB)	24 <sup>th</sup> St.	22 <sup>nd</sup> St.	All Times
Stockton St.	Bush St.	Geary St.	All Times
Sutter St.	Gough St.	Kearny St.	All Times
Sacramento St.	Drumm St.	Kearny St.	7:00 AM - 7:00 PM, Monday - Friday
Stockton St.	Geary St.	O'Farrell St.	7:00 AM - 7:00 PM, Monday - Saturday
Mission St. (Inbound)	5th St.	Beale St.	7:00 AM - 6:00 PM, Monday - Friday
Mission St. (Outbound)	Main St.	4th St.	7:00 AM - 6:00 PM, Monday - Friday
Mission St. (Inbound)	11th St.	5th St.	7:00 AM - 9:00 AM, Monday - Friday
O'Farrell St.	Hyde St.	Jones St.	7:00 AM - 9:00 AM, Monday - Friday
Clay St.	Powell St.	Battery St.	7:00 AM - 9:00 AM, Monday - Friday
Mission St. (Inbound)	11th St.	5th St.	4:00 PM - 6:00 PM, Monday - Friday
Mission St. (Outbound)	4th St.	11th St.	4:00 PM - 6:00 PM, Monday - Friday
Geary St.	Mason St.	Powell St.	4:00 PM - 6:00 PM, Monday - Friday
Sacramento St.	Kearny St.	Larkin St.	4:00 PM - 6:00 PM, Monday - Friday
Sutter St.	Sansome St.	Kearny St.	3:00 PM - 6:00 PM, Monday - Friday
Bush St.	Montgomery St.	Battery St.	3:00 PM - 7:00 PM, Monday - Friday
4th St.	Howard St.	Clementina	3:00 PM - 7:00 PM, Monday - Friday

## ARTICLE 700: SPEED LIMITS

## **SEC. 701. LEGISLATIVE FINDINGS.**

The SFMTA Board of Directors finds and determines, on the basis on engineering and traffic surveys, that the speed limits listed below will facilitate the orderly movement of traffic and would be reasonable and safe upon the designated Streets.

## **SEC. 702. DESIGNATED SPEED LIMITS.**

(a) **30 Miles Per Hour.** A prima facie speed limit of 30 miles per hour is established in the following locations:

- (1) 10<sup>th</sup> Street, from Market Street to Division Street.
- (2) 16<sup>th</sup> Street, between 3rd and 7th Streets.
- (3) 3<sup>rd</sup> Street between Evans Avenue and Kirkwood Street; and on 3rd Street between Shafter Street and Bayshore Boulevard.
- (4) 8<sup>th</sup> Street between Market Street and Townsend Street.
- (5) Bryant Street between the Embarcadero and 10th Street.
- (6) Carter Street between Geneva Avenue and County Line.
- (7) Cesar Chavez Street, Third Street to a point 500 feet east of Kansas Street.
- (8) Diamond Heights Boulevard between Clipper Street and Sussex Street.
- (9) Embarcadero between King Street and Broadway.
- (10) Fell Street, from Gough Street to Stanyan Street.
- (11) Folsom Street between 13th Street and The Embarcadero.
- (12) Fulton Street between Stanyan Street and Arguello Boulevard.
- (13) Geary Boulevard between 30th and 42nd Avenue.
- (14) Golden Gate Avenue from Divisadero Street to Van Ness Avenue.
- (15) Harrison Street between The Embarcadero and 13th Street.
- (16) Howard Street between The Embarcadero and 13th Street.
- (17) Industrial Street, from Bayshore Boulevard to Oakdale Avenue.
- (18) John F. Kennedy Drive from Kezar Drive to Stanyan Street.

- (19) Kezar Drive from Lincoln Way to John F. Kennedy Drive
- (20) Market Street between Danvers Street and Castro Street.
- (21) Masonic Avenue, from Presidio Avenue to Oak Street.
- (22) Monterey Boulevard between Circular and Ridgewood Avenues.
- (23) Oak Street, from Stanyan Street to Franklin Street.
- (24) Oakdale Avenue between Bayshore Boulevard and 3rd Street.
- (25) Octavia Boulevard, central lanes only, between Fell and Market Streets.
- (26) Pine Street, from Market Street to Presidio Avenue.
- (27) Point Lobos Avenue between Great Highway and Forty-Second Avenue.
- (28) Sagamore Street, from San Jose Avenue to Orizaba Avenue.
- (29) San Jose Avenue between Randall and 29th Streets.
- (30) Turk Boulevard from Baker Street to Arguello Boulevard. Bush Street, from Presidio Avenue to Battery Street.
- (31) Twin Peaks Boulevard between Panorama Drive and Palo Alto Avenue.

(b) **35 Miles Per Hour.** A prima facie speed limit of 35 miles per hour is established in the following locations:

- (1) Alemany Boulevard, between Junipero Serra Boulevard and Mission Street.
- (2) Bayshore Boulevard between Army Street and the County Line.
- (3) Brotherhood Way between Alemany and a point about 200 feet westerly from Chumasero Drive.
- (4) Cargo Way between 3rd Street and Jennings Street.
- (5) Clarendon Avenue, north and south sides, from the east line of Laguna Honda Boulevard to Johnstone Drive.
- (6) Clipper Street between Douglas Street and Portola Drive.
- (7) The Embarcadero between Broadway and Bay Street.
- (8) The Embarcadero, between Townsend and Folsom Streets.

- (9) Evans Avenue between Army Street and Hunters Point Boulevard.
- (10) Fulton Street, between Arguello Boulevard and the Great Highway.
- (11) Geary Boulevard between Presidio Avenue and Wood Street on the depressed section.
- (12) Geary Expressway between Gough Street and Presidio Avenue.
- (13) Geneva Avenue between Moscow Street and the County Line.
- (14) Great Highway between Lincoln Way and Fulton Street, northbound traffic.
- (15) Great Highway between Lincoln Way and Point Lobos.
- (16) Hunters Point Boulevard between Jennings Street and Innes Avenue.
- (17) Innes Avenue between Hunters Point Boulevard and Donahue Street.
- (18) John Muir Drive between Skyline Boulevard and a point approximately 2,500 feet southeasterly.
- (19) Junipero Serra Boulevard between St. Francis Circle and Ocean Avenue.
- (20) King Street, between 3rd and Townsend Streets.
- (21) King Street, between 5th Street and The Embarcadero.
- (22) Laguna Honda Boulevard between Dewey Boulevard and Noriega Street.
- (23) Lake Merced Boulevard between Sunset Boulevard and Skyline Boulevard.
- (24) Lake Merced Boulevard between Winston Drive and Sunset Boulevard.
- (25) Lincoln Way, north side, between Third Avenue and the Great Highway.
- (26) Lincoln Way, south side, between the Great Highway and Third Avenue.
- (27) Mansell Street, from Sunnydale to Brazil Avenues.
- (28) O'Shaughnessy Boulevard between Portola Drive and Malta Drive.
- (29) Portola Drive from St. Francis Circle to Corbett Avenue, north and south sides; Market Street from Corbett Avenue to Danvers Street, north and south sides.

- (30) Sloat Boulevard, eastbound and westbound traffic, between Junipero Serra Boulevard, St. Francis Circle and Nineteenth Avenue.
- (31) Sloat Boulevard, eastbound traffic, between the east line of the Great Highway and the east line of 39th Avenue.
- (32) Sloat Boulevard, westbound traffic, between the east line of 39th Avenue and the east line of 47th Avenue.
- (33) Sunnydale Avenue between Persia Avenue and the west boundary of the McLaren Municipal Golf Course.
- (34) Sunset Boulevard between South Drive and Lake Merced Boulevard.
- (35) Third Street, from Channel Street to Evans Avenue.
- (36) Upper Great Highway, between Lincoln Way and Sloat Boulevard.
- (37) Woodside Avenue, from Portola Drive to Laguna Honda Boulevard.

(c) **40 Miles Per Hour.** A prima facie speed limit of 40 miles per hour is established in the following locations:

- (1) Alemany Boulevard, westbound, between Bayshore Boulevard and Mission Street.
- (2) Between the East and West Portals of the Broadway Tunnel.
- (3) Gilman Avenue between Hunter's Point Expressway and Fitch Street.
- (4) Harney Way, between Jamestown Avenue and the County Line.
- (5) Hunter's Point Expressway.
- (6) Jamestown Avenue, between Redondo Street and Hunters Point Expressway. Lake Merced Boulevard between the County Line and Winston Drive.
- (7) Junipero Serra Boulevard, between Ocean and 19th Avenue.
- (8) Visitacion Avenue between Mansell Street and Hahn Street.

(d) **45 Miles Per Hour.** A prima facie speed limit of 45 miles per hour is established in the following locations:

- (1) Alemany Boulevard, eastbound, between Mission Street and Bayshore Boulevard.



- (2) Brotherhood Way between a point about 200 feet westerly from Chumsera Drive and Lake Merced Boulevard.
- (3) Great Highway between Sloat and Skyline Boulevards.
- (4) John Muir Drive between the County Line and a point approximately 3,300 feet northwesterly.
- (5) Lake Merced Boulevard between the County line and Winston Drive.
- (6) Mansell Street between Visitacion Avenue and Brazil Avenue.
- (7) San Jose Avenue, between Randall Street and a point 425 feet northeasterly of the east line of Diamond Street.

## **ARTICLE 800: SPECIAL ON-STREET PERMIT PARKING RESTRICTIONS**

### **SEC. 801. PARKING RESTRICTIONS BY LOCATION.**

(a) It shall be a violation of Division I, Section 10.2.28 (Parking Restrictions) for any person to Park any vehicle, whether attended or unattended, in any of the locations listed below during times when Parking is restricted without displaying a valid permit for Parking in that location. A permit issued for Parking pursuant to this Article does not exempt a vehicle from street-cleaning Parking restrictions.

(b) ~~Towing-Removal~~ Authorized. Pursuant to the authority of Vehicle Code Section 22651(n) and Division I, Section 11.1(a)(7) (Circumstances Permitting Removal), any vehicle Parked in violation of this Section 801 may be ~~towed-removed~~ by the SFMTA or SFPD.

(c) Restricted Locations:

(1) **2nd Street, Stanford Street, and Townsend Street** (32.6.19)

(A) Locations:

- (i) 2nd Street, west side, from Townsend Street to 100 feet northerly (100-foot zone);
- (ii) Stanford Street, east side, from Townsend Street to 100 feet northerly (100-foot zone); and
- (iii) Townsend Street, north side, between 2nd and Stanford Streets

(B) Time: All times

- (C) Exempt Vehicles: City-owned vehicles displaying a permit issued by the Fire Chief.

(2) **6th Avenue** (32.6.23)

- (A) Location: The east side of 6th Avenue, from 110 feet to 320 feet south of Geary Boulevard (210-foot zone) and on the west side of 6th Avenue, from 250 to 303 feet south of Geary Boulevard (53-foot zone)
- (B) Time: All times
- (C) Exempt Vehicles: City-owned marked San Francisco Police Department vehicles.

(3) **7th Street** (32.6.25)

- (i) Location: the east side of 7th Street, from 178 feet to 246 feet north of Bryant Street (68-foot zone)
- (B) Time: All times
- (C) Exempt Vehicles: City-owned vehicles displaying a permit issued by the San Francisco Sheriff's Department.

(4) **7th Street** (32.6.20)

- (A) Location: The east side of 7th Street, from Bryant Street to 80 feet southerly (80-foot zone)
- (B) Time: All times
- (C) Exempt Vehicles: City-owned vehicles displaying a permit issued by the SFMTA.

(5) **7th Street, Ahern Way, and Harriet Street** (32.6.3)

- (A) Location: Except in loading zones established pursuant to this Code, east side of 7th Street between Harrison and Bryant Streets; on the south side of Ahern Way from a point 20 feet east of Harriet Street to 6th Street; and on the east side of Harriet Street between Harrison and Bryant Streets
- (B) Time: All times
- (C) Exempt Vehicles: Vehicles displaying a permit issued by the Chief of Police.

(6) **20th Street** (32.6.14)

- (A) Location: The south side of 20th Street between 3rd Street and Tennessee Street
- (B) Time: All times
- (C) Exempt Vehicles: City-owned marked patrol San Francisco Police Department vehicles.

(7) **Brannan Street** (32.6.26)

- (A) Locations:
  - (i) Brannan Street, north side, from 15 feet to 115 feet east of Boardman Place (100-foot zone)
  - (ii) Brannan Street, north side, from 16 feet to 116 feet west of Boardman Place (100-foot zone)
- (B) Time: All times
- (C) Exempt Vehicles: City-owned vehicles displaying a permit issued by the District Attorney's Office.

(8) **Bryant Street and 24th Avenue** (32.6.7)

- (A) Locations:
  - (i) On the north side of Bryant Street from Harriet Street to 7th Street;
  - (ii) On the east side of 24th Avenue from 225 feet to 280 feet south of Santiago Street (55-foot zone)
- (B) Time: All times
- (C) Exempt Vehicles: City-owned Police Department vehicles or vehicles displaying a permit issued by the Chief of Police.

(9) **Clay Street and Laurel Street** (32.6.31)

- (A) Locations:
  - (i) Clay Street, north side, from Laurel Street to 31 feet westerly (31-foot zone)
  - (ii) Laurel Street, west side, from Clay Street to 112 feet

northerly (112-foot zone)

(B) Time: All times

(C) Exempt Vehicles: Vehicles displaying a permit issued by the Korean Consulate.

(10) **Dr. Carlton B. Goodlett Place** (32.6.21)

(A) Locations:

- (i) Dr. Carlton B. Goodlett Place, east side, from 32 feet to 224 feet north of Grove Street (192-foot zone, accommodating sixteen angled Parking stalls);
- (ii) Dr. Carlton B. Goodlett Place, west side, from 26 feet to 208 feet south of McAllister Street (182-foot zone, accommodating nine Parking stalls);
- (iii) Dr. Carlton B. Goodlett Place, west side, from 351 feet to 531 feet south of McAllister Street (180-foot zone, accommodating nine Parking stalls); and
- (iv) Dr. Carlton B. Goodlett Place, east side, from 184 feet to 208 feet south of McAllister Street (24-foot zone, accommodating two angled Parking stalls)

(B) Time: All times

(C) Exempt Vehicles: Vehicles displaying a permit issued by the Department of Administrative Services.

(11) **Eddy Street and Jones Street** (32.6.29)

(A) Location:

- (i) Eddy Street, south side, from Jones Street to 130 feet westerly (130-foot zone); and
- (ii) Jones Street, west side, from 24 feet to 107 feet south of Eddy Street (83-foot zone)

(B) Time: All times

(C) Exempt Vehicles: City-owned San Francisco Police Department vehicles displaying a permit issued by the Chief of Police.

(12) **Elm Street, between Van Ness Avenue and Polk Street** (32.6.16)

- (A) Location: Elm Street, south side, from 41 feet to 129 feet west of Polk Street (88-foot zone)
- (B) Time: 8:00 a.m. to 5:00 p.m., Monday through Friday
- (C) **Exempt Vehicles**: Vehicles of Superior Court personnel displaying a permit issued by the Chief Administrative Officer.

(13) **Grant Avenue** (32.6.8)

- (A) Location: The Parking space north of the police post (Koban) in front of 933 Grant Avenue.
- (B) Time: All times
- (C) Exempt Vehicles: City-owned SFPD police vehicles or police officer's private vehicles displaying a permit issued by the Chief of Police.

(14) **Green Street and Baker Street** (32.6.30 )

- (A) Locations:
  - (i) Green Street, north side, from 15 feet to 75 feet east of Baker Street (60-foot zone)
  - (ii) Baker Street, east side, from 11 feet to 64 feet north of Green Street (53-foot zone)
- (B) Time: 8:00 a.m. to 6:00 p.m., Monday through Friday, except on the days that the Consulate is closed (January 1 through January 8; February 23 through February 25; March 8 through March 10; May 1 through May 3; May 9 through May 11; June 12 through June 15; July 4 (Independence Day); November 2 through November 4; last Thursday in November (Thanksgiving Day); December 25 (Christmas Day).
- (C) Exempt Vehicles: Vehicles displaying a permit issued by the Russian Consulate authorizing Parking in said zone.

(15) **Grove Street, North Side, Between Van Ness Avenue and Polk Street** (32.6.2)

- (A) Location: Grove Street, north side, between Van Ness Avenue and Polk Street.

- (B) Time: 8 a.m. to 5 p.m., Monday through Friday
- (C) Exempt Vehicles: City-owned vehicles displaying a permit issued by the Chief Administrative Officer.

(16) **Hunt Street** (32.6.12)

- (A) Location: The south side of Hunt Street within the rear property lines of the Fire Department building at 676 Howard Street, and from the east property line of this building to 40 feet easterly
- (B) Time: All times
- (C) Exempt Vehicles: City-owned San Francisco Fire Department vehicles displaying a permit issued by the Fire Chief.

(17) **Hyde Street** (32.6.34)

- (A) Location:
  - (i) Hyde Street, both sides, between McAllister and Fulton Streets
  - (ii) Hyde Street, east side, from Fulton Street to 123 feet southerly
  - (iii) McAllister Street, south side, from Hyde Street to 300 feet easterly.
- (B) Time: 6:00 a.m. to 9:30 a.m. on Wednesdays and Sundays
- (C) Exempt Vehicles: Trucks displaying a Farmer's Market Truck Parking Permit issued by the SFMTA. Any Truck displaying a Farmer's Market Truck Parking Permit may Park for any period of time within between 7:00 a.m. and 6:00 p.m. on Wednesdays and Sundays on the segment of Hyde Street or McAllister Street specified above without depositing payment in the adjacent Parking Meters.

(18) **Jackson Street, between Sansome Street and Custom House Place**  
(32.6.17)

- (A) Location: Jackson Street, south side, between Sansome Street and Custom House Place
- (B) Time: 6:00 a.m. to 6:00 p.m. Monday through Friday

- (C) Exempt Vehicles: Vehicles registered to the United States Immigration and Naturalization Service and displaying a permit issued by the INS.

(19) **Larkin Street** (32.6.37)

- (A) Location: The west side of Larkin Street, between Turk Street and Golden Gate Avenue
- (B) Time: All times.
- (C) Exempt Vehicles: Marked United States Marshals Service vehicles permitted to Park in this location by the Federal Protective Service of the Department of Homeland Security.

(20) **Lech Walesa Street** (32.6.22)

- (A) Locations:
  - (i) Lech Walesa Street, north side, from 120 feet to 235 feet west of Polk Street (115-foot zone); and
  - (ii) Lech Walesa Street, north side, from Polk Street to 89 feet westerly (89-foot zone)
- (B) Time: All times
- (C) Exempt Vehicles: City-owned vehicles displaying a permit issued by the Department of Public Health.

(21) **Redwood Street** (32.6.18)

- (A) Location: The south side of Redwood Street, from 35 feet to 115 feet west of Polk Street.
- (B) Time: 8:00 a.m. to 5:00 p.m., Monday through Friday
- (C) Exempt Vehicles: City-owned vehicles displaying a permit issued by the City Administrator's Office.

(22) **Stevenson Street** (32.6.32)

- (A) Location: The south side of Stevenson Street, from 7th Street to 294 feet easterly.
- (B) Time: All times.

(C) Exempt Vehicles: Law enforcement vehicles of any jurisdiction.

(23) **South Van Ness Avenue** (32.6.27)

(A) Location: The east side of South Van Ness Avenue, from 12th Street to 110 feet southerly (110-foot zone)

(B) Time: 6:00 a.m. to 8:00 p.m., Monday through Friday

(C) Exempt Vehicles: Vehicles displaying a permit issued by the California Department of Corrections.

(24) **Treat Avenue** (32.6.13)

(A) Location: The west side of Treat Avenue from a point approximately 38 feet north of 15th Street to 66 feet northerly (66-foot zone).

(B) Time: All times.

(C) Exempt Vehicles: City-owned vehicles displaying a permit issued by the Director of Public Works.

(25) **Turk Street** (32.6.24)

(A) Location: The north or south side of Turk Street, from Laguna Street to 435 feet easterly (435-foot zones)

(B) Time: All times

(C) Exempt Vehicles: City-owned vehicles displaying a permit issued by the Emergency Communications Department.

(26) **Turk Street and Golden Gate Avenue** (32.6.36)

(A) Locations:

(i) On the south side of Turk Street, between Larkin and Polk Streets; and

(ii) On the north side of Golden Gate Avenue, between Larkin and Polk Streets.

(B) Time: All times

(C) Exempt Vehicles: Law enforcement vehicles permitted to Park in that location by the Federal Protective Service of the Department



of Homeland Security.

(27) **Vallejo Street, between Stockton and Powell Streets, and Churchill Street and Emery Lane** (32.6.35)

- (A) Location: The south side of Vallejo Street, from Powell Street to 94 feet easterly, and from Churchill Street to 106 feet easterly, and on the north side of Vallejo Street from Powell Street to 78 feet easterly, and from Emery Lane to 64 feet easterly
- (B) Time: All times
- (C) Exempt Vehicles: Marked San Francisco Police Department vehicles.

(28) **Washington, Mason and Jackson Streets** (32.1.10)

- (A) Location: Both sides of Washington Street from Mason Street to a point 210 feet westerly, south side of Jackson Street from Mason to a point 210 feet westerly, and the west side of Mason Street from Jackson to Washington.
- (B) Time: All times
- (C) Exempt Vehicles: Vehicles displaying a permit issued by the SFMTA.

## **ARTICLE 900: PERMITS**

### **SEC. 901. DEFINITIONS.**

As used in this Article, the following words and phrases shall have the following meanings:

- (a) **Contractor Permit.** A permit issued by the SFMTA that authorizes specified vehicles to Park at Parking Meters without making payment, and exempts such vehicles from certain Parking time restrictions.
- (b) **Carpool Group.** A group of at least three and no more than six individuals who certify that they commute by motor vehicle to their work at the Institution from which they have requested a Carpool Permit.
- (c) **Carpool Permit.** A permit issued by the SFMTA that authorizes specified vehicles to Park in a Carpool Permit Parking Area subject to specified restrictions.
- (d) **Carpool Permit Parking Area.** Designated areas of Streets that are immediately

adjacent to property owned or leased by an Institution in which Carpool Vehicles displaying a valid permit will be exempt from Parking restrictions established pursuant to this Article.

(e) **Carpool Vehicle.** A motor vehicle not in excess of 6,000 pounds gross weight certified by a Transportation Broker as eligible to display a Carpool Permit to Park in a Carpool Permit Parking Area when used by at least three employees of the Institution to commute to and from work. A Carpool Vehicle shall include a Vanpool Vehicle.

(f) **Educational Institution.** Any school or other place of learning providing a pre-school, elementary or secondary level of study.

(g) **Institution.** A place of employment with more than 200 employees or an Educational Institution located in a primarily residential neighborhood, including but not limited to such facilities as an accredited college, university, hospital or sanitarium.

(h) **Permittee.** The natural person, sole proprietorship, partnership, association, corporation, governmental or non-profit agency that is the named holder of a permit issued pursuant to this Article 900, and such person or entity's successors or assigns in interest. Only a natural person is eligible for a Residential Parking Permit.

(i) **Person.** A natural person, sole proprietorship, partnership, association, corporation, governmental or non-profit agency, except that for the purposes of a Residential Parking Permit and a Carpool Permit, a "Person" shall mean a natural person.

(j) **Residential Parking Permit.** A permit issued by the SFMTA to a specified vehicle that authorizes such vehicle to Park in the Residential Parking Permit Area without being subject to enforcement of Residential Parking Permit Area time restrictions.

(k) **Residential Parking Permit Area.** A residential area designated pursuant to Section 905 wherein Resident Motor Vehicles displaying a valid Residential Parking Permit shall be exempt from specified Parking time restrictions.

(l) **Special Traffic Permit.** A permit issued by the SFMTA that authorizes the obstruction of traffic for construction activities other than the Parking of vehicles at a specified construction site and subject to all permit conditions imposed by the SFMTA.

(n) **Transportation Broker.** The authorized representative of an Institution, including but not limited to the principal or administrator of an Educational Institution, who has primary responsibility for implementing the SFMTA's Parking permit program for that Institution and who is designated as the Institution's primary liaison with the SFMTA for all issues related to on-street Parking permits issued pursuant to this Article 900.

(o) **Vanpool Permit.** A permit issued by the SFMTA that authorizes specified Vanpool Vehicles to Park in a Vanpool Permit Parking Area subject to specified restrictions.

(p) **Vanpool Vehicle.** Any motor vehicle, other than a motor truck or truck tractor,

designed for carrying more than six but not more than 15 Persons including the driver, which is maintained and used primarily for the non-profit work-related transportation of adults for the purpose of ride-sharing.

## **SEC. 902. GENERAL PERMIT CONDITIONS.**

The following general provisions apply to all permits issued under this Article.

(a) Application and Renewal. Permit applications must be submitted on a form supplied by the SFMTA. All required application fees must be paid and all permit requirements satisfied before a permit may be issued. The SFMTA may require any information of the applicant which it deems necessary to carry out the purposes of this Article. Permits may be renewed annually in compliance with any renewal procedures established by the SFMTA.

(b) Display of Permit. Permittees must maintain the permit at the site of the permitted activity and available for inspection in accordance with any requirements for permit display as may be established by the SFMTA, and shall make all permits available for inspection upon request by an employee of the Police Department or SFMTA.

(c) Prior Payments Required. No permit shall be issued or renewed until the applicant has paid all permit fees that are due to the SFMTA. No permit shall be issued to any applicant who is responsible for payment of one or more delinquent citations for violation of any provision of this Code or the Vehicle Code until all fines and fees associated with the citation are paid in full.

(d) Permit Fees. Fees for permits issued pursuant to this Code are as follows:

Table 902(d):

<b>Special Traffic Permit</b> <b>(§ 903)</b>	<b>Base Permit Fee:</b>	<b><u>Daily Fee:</u></b>	<b><u>Removal/Relocation Fee:</u></b>
	\$132	\$26 per day for use of the permit  \$150 late fee if application received later than two full working days in advance-SFMTA also reserves the right to refuse late applications	\$50 for the removal or relocation of each sign  \$75 for removal or relocation of each pole  \$200 per Parking Space for the temporary relocation of colored curbs zones, including painting  \$350 per Parking Space for permanent relocation of colored curb zones, including painting.  Any labor and materials costs for pavement striping or signal adjustment

<b>Temporary Exclusive Use of Parking Meters (§ 904)</b>	<b>Base Permit Fee:</b> \$4 per 25 linear feet of construction frontage per day, including weekends and holidays	
<b>Residential Area Parking Permit (§ 905)</b>	<p><b>Base Permit Fee:</b></p> <p><b><u>Legal Residents and Commercial Property Owners/ Lessees:</u></b></p> <p>\$74 if purchased in the first six months of permit year;</p> <p>\$37 if purchased in the last six months of the permit year.</p> <p><b><u>Additional Permits:</u></b></p> <p>5<sup>th</sup> Permit: Twice the annual permit fee</p> <p>6<sup>th</sup> Permit: Three times annual permit fee</p> <p>Each permit over six permits: Four times annual permit fee</p>	<p><b><u>New Resident / New Resident Vehicle:</u></b></p> <p>\$25 per week up to four weeks;</p> <p>\$40 for a four-week permit</p> <p><b><u>Visitor/Rental Vehicle:</u></b></p> <p>\$5 per day;</p> <p>\$25 for a consecutive two week period;</p> <p>\$37 for a consecutive four week period;</p> <p>\$49 for a consecutive six week period;</p> <p>\$62 for a consecutive eight week period.</p> <p><b><u>Health Care Worker /Foreign Consulate Permits:</u></b></p> <p>\$74 if purchased in the first six months of permit year;</p> <p>\$37 if purchased in the last six months of permit year.</p> <p><b><u>Educational Institution Permits:</u></b></p> <p>\$74 per permit year regardless of the date of purchase or renewal.</p> <p><b><u>Permit Transfer Fee:</u></b> <u>\$10</u></p>
<b>Contractor Permit (§ 906)</b>	<b>Base Permit Fee:</b> \$617 if issued between June 1 and November 31; \$309 if issued between December 1 and May 31.	<b><u>Permit Transfer Fee:</u></b> <u>\$35</u>
<b>Vanpool Permit (§ 907)</b>	<b>Base Permit Fee:</b> \$74/year	

<b>Carpool Permit (\$908)</b>	<b>Base Permit Fee:</b> \$74/year	
<b>Farmer's Market Parking Permit  (\$ 801(c)(18))</b>	<b>Base Permit Fee:</b> \$115 for 3 months	
<b>Temporary Street Closures Permits  (Division I, Article 9)</b>	<b><u>Neighborhood Block Party</u></b>  More than 60 days in advance: \$150  Fewer than 60 days in advance: \$200  Fewer than 30 days in advance: \$400  Fewer than 7 days in advance: \$450	<b><u>All Other Events</u></b>  More than 60 days in advance: \$450  Fewer than 60 days in advance: \$550  Fewer than 30 days in advance: \$650  Fewer than 7 days in advance: \$750

(e) Indemnification. The permit application for Special Traffic Permits issued pursuant to Section 903, and permits for the Temporary and Exclusive Use of Parking Meters issued pursuant to Section 904, shall require the applicant to acknowledge that the Permittee, by acceptance of the permit, agrees to indemnify and hold the City and County of San Francisco, its departments, commissions, boards, officers, employees and agents ("Indemnitees") harmless from and against any and all claims, demands, actions or causes of action which may be made against the Indemnitees for the recovery of damages for the injury to or death of any person or persons or for the damage to any property resulting directly or indirectly from the activity authorized by the permit regardless of the negligence of the Indemnitees.

(f) Rules and Regulations. Compliance with all applicable rules and regulations and with all permit conditions shall be a material condition for the issuance or renewal of a permit.

(g) Permit Revocation. The Director of Transportation is authorized to revoke the permit of any Permittee found to be in violation of this Article and, upon written notice of revocation, the Permittee shall surrender such permit in accordance with the instructions in the notice of revocation.

### **SEC. 903. TEMPORARY OBSTRUCTION TO TRAFFIC PERMIT.**

(a) General Permit Requirements.

(1) A Special Traffic Permit will be required for any obstruction of traffic upon a Street or on the sidewalk area by any construction, excavation or other activity, if such activities are not in compliance with City standard contract specifications or with the SFMTA's "Regulations for Working in San Francisco Streets" (also known as "the Bluebook").

(2) A Special Traffic Permit shall be subject to any conditions or restrictions imposed by the City Traffic Engineer concerning the nature and the duration of the obstruction, and the areas which must be left open for vehicular and pedestrian traffic. The City Traffic Engineer is authorized to permit an obstruction of traffic by an endorsement upon a building permit, demolition permit, or other type of permit.

(b) Factors to be Considered. In determining whether to issue a Special Traffic Permit for an obstruction of traffic, the City Traffic Engineer shall consider the need to obstruct traffic and the purpose to be served by permitting the obstruction as set forth in the application, the number of lanes of traffic that will be left open if the permit is granted, the effect of granting the permit upon public transit and traffic, and the effect upon the public interest generally of granting or denying the permit.

(c) SFMTA Cost Recovery.

(1) Deposit for Convenience. With the exception of City agencies and departments, each Permittee shall file and maintain with the SFMTA a bond, cash deposit, or other security acceptable to the SFMTA securing the performance of the obligations of the Permittee under any Special Traffic Permit and in compliance with all the terms and conditions of this Article. The deposit shall be in a form and in an amount approved by the City Traffic Engineer. The City Traffic Engineer may make deductions from the balance of the Permittee's deposit(s) to ensure the faithful performance of the obligations under a Special Traffic Permit, to cover fees and to offset costs for any work done or made by the SFMTA in connection with the administration of the Special Traffic Permit.

(2) Relocation/Removal Fees. In instances where the issuance of a permit involves the removal or relocation of any Parking Spaces, Parking Meters, or Traffic Control Devices, the City Traffic Engineer, in his or her discretion, may require an applicant or Permittee to pay any additional fee to cover SFMTA removal and/or relocation costs.

#### **SEC. 904. TEMPORARY EXCLUSIVE USE OF PARKING METERS.**

(a) General Permit Requirements. The Director of Transportation may issue nontransferable permits for the exclusive temporary use of one or more Parking Spaces with Parking Meters for purposes such as building or roadway construction activities, use of debris boxes, storage of materials or equipment related to building or roadway construction activities, and related purposes as the Director of Transportation may in his or her sole discretion deem appropriate. Permits may not be granted under this Section 904 for the purpose of Parking vehicles.

(b) Permit Privileges. Display of a Temporary Exclusive Use Parking Meter Permit shall entitle the holder to take the Parking Meters within the permitted area out of service for the duration of the permit in order to allow the Permittee to conduct construction activities. The permitted area shall be exempt from restrictions related to street cleaning, provided that the Permittee maintains the permitted area in a clean condition as determined by the City Traffic Engineer.

## **SEC. 905. RESIDENTIAL PARKING PERMIT.**

### **(a) General Permit Requirements**

(1) The Director of Transportation shall issue a Residential Parking Permit for use by an specified vehicle upon receipt of a written application from a qualifying property resident. No more than one Parking permit shall be issued to each vehicle for which application is made.

(2) The Parking privileges of a Residential Parking Permit do not extend to any trailer, trailer coach, utility trailer, or any other type of vehicle as defined in the California Vehicle Code, whether separate from or attached to a motor vehicle displaying a Residential Parking Permit.

(3) A Residential Parking Permit does not guarantee or reserve to the Permittee an on-street Parking space within a Residential Parking Permit Area.

(4) A Residential Parking Permit may be issued to residents of a Residential Parking Permit Area for motor vehicles registered out-of-state, provided that the applicant documents the resident's active military duty status.

(5) Each Residential Parking Permit shall be valid until the date indicated on the permit.

(6) Each Residential Parking Permit shall visibly indicate the particular Residential Parking Permit Area and the license number of the vehicle for which it was issued.

(b) Permit Privileges. Any vehicle that displays a valid Residential Parking Permit shall be permitted to Park in the Residential Parking Permit Area for which the permit has been issued notwithstanding posted time restrictions, but is not exempt from Parking restrictions established pursuant to any authority other than this Section 905.

(c) Number of Permits. No more than four Residential Parking Permits shall be issued to a single address. Residents may file a request for waiver of this limitation with the SFMTA to obtain additional permits. Factors to be considered by the Director of Transportation when determining whether or not to grant a permit include, but are not limited to, the availability of on-street Parking in the requestor's residential area and demonstrated need. The Director of Transportation shall maintain public records for all waivers granted, including all documentation provided in support of approval.

### **(d) Application Requirements.**

(1) Each application for a permit or renewal of a permit shall contain information sufficient to:

(A) Identify the applicant;

- (B) Identify the residence or real property address within a Residential Parking Permit Area;
- (C) Establish that the applicant owns the property (has at least a one-quarter interest in the property) or leases the property (pays rent or other remuneration for use of the real property as the applicant's residence or place of business); and
- (D) Identify the license number and provide proof of current California registration of the motor vehicle for which the permit would be issued.

(2) Residential Parking Permits may be issued for motor vehicles only upon application of the following Persons:

- (A) A legal resident of the Residential Parking Permit Area who has a motor vehicle that is both registered in his or her name, and registered at his or her address within that Residential Parking Permit Area, or a legal resident of the Residential Parking Permit Area who has a motor vehicle for his or her exclusive use and under his or her control where said motor vehicle is registered or leased to his or her employer or a vanpool agency and he or she presents a valid employee identification card or other proof of employment that is acceptable to the SFMTA.
- (B) A legal resident of a Residential Parking Permit Area who has become a resident within the past 30 days, or who has recently acquired a new vehicle.
- (C) A Person who owns commercial property and actively engages in business activity within a Residential Parking Permit area. However, a permit shall only be issued if the applicant presents a valid business tax registration certificate required by Article 12 of the San Francisco Business and Tax Regulations Code. No more than one permit may be issued for each business establishment for a motor vehicle registered to or under the control of such a Person. The authority to qualify for a Residential Parking Permit pursuant to this subsection is transferable to a bona fide employee of the business. A business may purchase up to three additional permits for delivery vehicles provided that the vehicles are registered to the business' address and display commercial plates.
- (D) A legal resident of a Residential Parking Permit Area for use by a bona fide visitor. Such a visitor permit shall have all the rights and privileges of a regular permit.



- (E) A full-time student who is a legal resident of the Residential Parking Permit Area who presents a valid current full-time class schedule issued by an Educational Institution located within the City.

(f) Procedure for Designating Residential Parking Permit Areas.

(1) Upon receipt of a petition by residents of at least 250 dwelling units in the residential area proposed for designation or residents living in 50 percent of the living units in the area proposed for designation, the City Traffic Engineer shall direct surveys or studies as necessary to determine whether a residential area is suitable as a Residential Parking Permit Area.

(2) The City Traffic Engineer shall make recommendations to the SFMTA Board of Directors regarding the proposed designation of new Residential Parking Permit Areas. Such recommendation shall include the proposed time restriction for Parking and the proposed days and times of enforcement. Before making any such recommendation to the SFMTA Board, the City Traffic Engineer shall ensure that the proposed area meets the following minimum qualifications for a Residential Parking Permit Area:

- (A) A Residential Parking Permit Area must contain a minimum of one mile of street frontage.
- (B) Objective criteria must establish that the proposed Residential Parking Permit Area is affected for extended periods by the Parking of motor vehicles that are not registered to an address within the proposed Residential Parking Permit Area.

(g) Criteria for Designating Residential Parking Permit Area. In determining whether to recommend that a residential area be designated as a Residential Parking Permit Area, the City Traffic Engineer shall take into account factors which include but are not limited to the following:

(1) The extent of the desire and need of the residents for Residential Parking Permits and their willingness to bear the resulting administrative costs;

(2) The extent to which legal on-street Parking Spaces are occupied during the period proposed for Parking restrictions;

(3) The extent to which vehicles Parking in the area during the times of the proposed Parking restrictions are not registered to residents of proposed Residential Parking Permit Area; and

(4) The extent to which Motor Vehicles registered to Persons residing in the residential area cannot be accommodated by the number of available off-street Parking Spaces.

(h) Additional Residential Parking Permits.

(1) Health Care Worker Permits. The Director of Transportation is authorized to issue additional Parking Permits to residents of a Residential Parking Permit Area for use of Persons who, on a regular basis, provide health care or other related services essential to the well-being of the resident applicant, upon the certification by a licensed physician that such services are required. No resident of a Residential Parking Permit Area shall be authorized to possess more than three Health Care Worker Permits at any one time.

(2) Fire Station Permits. Upon the request of the Fire Chief, the Director of Transportation shall issue to the officer in charge of a fire station within a residential Parking area that quarters more than one unit not more than 10 transferable Parking Permits and to the officer in charge of a fire station within a residential Parking area that quarters one unit, not more than five transferable Parking Permits for the exclusive use of uniformed members assigned to the station on a temporary basis because of staffing shortages. The Fire Chief shall adopt rules and regulations for the distribution of permits, consistent with this Code.

(3) Educational Institution Permits.

- (A) Upon written request, the Director of Transportation shall issue transferable Parking permits to the Transportation Broker of an Educational Institution with at least 15 certificated employees or Persons regularly employed as classroom teachers and located within a Residential Parking Permit Area valid between the hours of 8:00 a.m. to 6:00 p.m. on school days for the use of Persons employed as teachers at such Institution who reside outside of the Residential Parking Permit Area.
- (B) The Director of Transportation is authorized to issue a maximum of 15 annual permits per Educational Institution. The total number of permits issued to an Educational Institution under this Section 905 does not exceed the number of unrestricted on-street Parking available between an extension of each property line of said Institution to the middle of the Street upon which the Institution directly abuts, as determined by survey of the City Traffic Engineer.
- (C) Upon written request from the Educational Institution documenting the need for more than 15 permits, the Director of Transportation may issue up to an additional five permits if the total number may not exceed the limitation in subsection 905(h)(3)(B) above, and if Parking occupancy in the Residential Parking Permit Area surrounding the Educational Institution is low enough to accommodate the additional permits. Regardless of Parking availability on surrounding Streets, a qualifying Educational Institution shall be entitled to at least five permits.

- (D) Each Parking permit issued pursuant to this Section 905(h)(3) shall be valid for one year and may be renewed annually. In distributing permits for a particular Educational Institution, the Transportation Broker shall give consideration to those teachers who are regularly carpooling to work.
- (E) In addition to permits issued under subsection 905(h)(3)(A), the Director of Transportation may issue City-wide permits for teachers and school administrators employed by the San Francisco Unified School District (SFUSD) whose duties require them to travel to more than one school site and who have been approved by the Superintendent of the SFUSD, or his or her designee. For purposes of this section, "school administrators" shall be defined as those administrators who provide on-site, direct support to schools that have been identified as low-performing by SFUSD, the State of California, or the federal government. The permit shall exempt the holder from Residential Parking Permit Area regulations on weekdays between the hours of 8 a.m. and 6 p.m. when performing official functions for the SFUSD, and shall be valid for one year.

(4) Foreign Consulate Permits. One Residential Parking Permit may be issued upon application to foreign consulates located within a Residential Parking Permit Area, and up to a maximum of two additional Parking permits per consulate for the exclusive use of vehicles registered to the Consulate with the Department of Motor Vehicles.

## **SEC. 906. CONTRACTOR PERMITS.**

### **(a) General Permit Requirements.**

(1) A commercial vehicle being used by a business holding a California contractor's license for a trade related to construction or pest control services is eligible for a Contractor Permit to allow that vehicle to Park:

- (A) At a Parking Meter without depositing payment as required by Division I, Section 10.2.27 (Payment of Parking Meter); except that in a metered yellow zone a vehicle displaying a Contractor Permit is still subject to enforcement of posted time limits.
- (B) Within a Residential Parking Permit Area without being subject to posted time limits.

(2) Contractor Permits are non-transferable.

(3) No more than eight Contractor Permits may be issued to a single Permittee, except that additional permits may be issued, at the sole discretion of the Director of

Transportation, to any contractor who is not eligible to apply for exclusive temporary use of Parking Meter Spaces under Section 904 of this Code.

(4) Any changes in vehicles during the permit year must be submitted by mail to the SFMTA.

(b) Duration of Contractor Permit.

New Contractor Permits may be issued by SFMTA at any time during the calendar year but every Contractor Permit shall expire on May 31 of each calendar year unless renewed.

(c) Application. A written application may be submitted at any time during the calendar year, and shall include a copy of the applicant's state contractor's license, a copy of the applicant's business registration certificate, a copy of the Department of Motor Vehicles registration certificate for each vehicle for which a permit is requested, and such other information as the SFMTA may require.

(d) Inspection. All eligible vehicles must have the name of the company and State Contractor's License Number permanently displayed on both side panels of the vehicle in lettering a minimum height of one and one-half inches. All vehicles with no prior permit must be inspected. All other vehicles may be re-inspected at the discretion of the SFMTA.

## **SEC. 907. VANPOOL PARKING PERMIT.**

(a) General Permit Requirements. Vanpool Permits shall be issued to each applicant group approved by SFMTA and by 511 RegionalRideshare or other agency designated by the SFMTA. No more than one permit shall be issued to each approved vanpool group. The permits shall visibly identify the Vanpool Vehicles for which use of the permit is authorized.

(b) Applications. Application for a Vanpool Permit and certification of a vanpool shall be made in accordance with procedures established by the Director of Transportation after consultation with the 511 RegionalRideshare or other designated agency. The certification portion of the group application shall include, but is not limited to, signatures of seven or more individuals who certify that:

- (1) They are in a vanpool that commutes together to and from their place of employment in San Francisco;
- (2) They each understand that using the permit is allowed only when seven or more individuals arrive to work in a certified Vanpool Vehicle; and
- (3) They understand that the SFMTA does not guarantee Parking availability to Vanpool Vehicles.

SFMTA shall accept vanpool group applications from 511 RegionalRideshare or other designated agency only after such agency verifies the facts of the application and determines eligibility of the applicant(s). Each permit application shall be subject to final approval by the

SFMTA.

(c) Permit Privileges. Notwithstanding Sections 10.2.26 (Overtime Parking) and 10.2.27 (Payment of Parking Meter) of Division I, any Vanpool Vehicle displaying a valid Vanpool Permit shall be allowed to Park for unlimited periods and without payment for any Parking Meter at which Parking is allowed for 60 minutes or longer. This Section does not exempt Vanpool Vehicles from enforcement of green, white, blue or yellow zone regulations or any other posted Parking restriction.

## **SEC. 908. CARPOOL VEHICLE PERMITS.**

(a) Designation of Carpool Permit Parking Area. The SFMTA may designate an area directly abutting an Institution as a Carpool Permit Parking Area in which vehicles of the employees of the Institution that display a valid permit may Park. For the purpose of a Carpool Permit, an Educational Institution must have at least 25 employees to be eligible for a Carpool Permit Parking Area.

(b) Designation Criteria. The City Traffic Engineer shall conduct appropriate surveys and studies to develop information on the proposed Carpool Permit Parking Area, including but not limited to:

- (1) The extent of the desire and need of the Institution's management for Carpool Permit Parking.
- (2) The extent of the desires and needs of the Institution's employees for Carpool Permit Parking.
- (3) The extent to which the Institution has an active transportation system management implementation plan.
- (4) The availability of off-street Parking facilities to accommodate Carpool Vehicles.
- (5) The availability of alternative modes of transportation to carpools such as vanpools and public transit.
- (6) The suitability of adjacent on-street Parking to accommodate a Carpool Permit Parking Area, including the absence of Parking Meter Spaces, Residential Parking Permit Area regulations, tow-away zones, blue zones and yellow zones immediately adjacent to the Institution.

(c) Designation Process. Carpool Permit Parking Areas shall be designated by resolution of the SFMTA Board of Directors. The resolution shall indicate the location, hours of enforcement and applicable Parking exemption for Carpool Vehicles. No Parking Spaces with Parking Meters, Residential Parking Permit Areas, tow-away regulations, or color curb markings shall be modified or rescinded to accommodate a Carpool Permit Parking Area.

(d) Carpool Group Application for Permit and Carpool Certification.

- (1) A single application for a permit or renewal of a permit for each Carpool Group shall be made directly to the Transportation Broker by employees of an Institution in accordance with SFMTA-approved procedures.
- (2) Applications shall at a minimum contain information sufficient to identify each carpool member, their residence address, the license numbers of the motor vehicles for which application is made, the place of employment and phone extension of each carpool member and their working shift time.
- (3) The certification portion of the group application shall include signatures of each member of the proposed Carpool Group certifying that:
  - (A) They are in a carpool that commutes together to and from their place of employment.
  - (B) They each understand that using a Carpool Permit to Park in the Carpool Permit Parking Area is only allowed when three or more individuals get to or from work in a single motor vehicle that is listed on the Carpool Permit.
  - (C) They understand that a Carpool Permit is not a guarantee of the availability of on-street Parking for Carpool Vehicles.
- (4) Upon receipt of the Carpool Group application, the Transportation Broker shall verify the facts of the application and make a recommendation to SFMTA as to whether to approve or reject the application.
- (5) The City Traffic Engineer shall issue a single permit to an approved Carpool Group on which all vehicles that are authorized to use the permit and the expiration date of the permit shall be visibly displayed.

(e) Permit Privileges. A Carpool Vehicle displaying a valid Carpool Permit shall be permitted to Park within the Carpool Permit Parking Area for which the permit has been issued without regard to Parking restrictions posted on signs that display the words: "Except Vehicles with Carpool Permits." Carpool Vehicles shall not be exempt from any other Parking restrictions, or from the requirement of payment for Parking Meters. A Carpool Permit does not guarantee any on-street Parking availability within the Carpool Permit Parking Area.

**SEC. 909. BICYCLE RACK PERMITS.**

(a) Issuance of Bicycle Rack Permits. The Director of Transportation is empowered at his or her sole discretion to grant a revocable permit to the property owner of property abutting any Street of the City to install and maintain a bicycle rack on the sidewalk fronting such property. The Director of Transportation may impose permit conditions related to the

installation, design, location or maintenance of the bicycle rack as he or she determines necessary to protect the public convenience and safety. No permit issued under this Section 909 shall become effective until the permit has been signed by the Permittee or the Permittee's authorized agent and a copy of the permit has been recorded in the office of the City Recorder.

(b) Criteria for Granting a Bicycle Rack Permit: In considering an application for a bicycle rack permit, the Director of Transportation shall consider the proposed location and design of the bicycle rack in light of all legal requirements, the availability of Parking, and the anticipated effects of the proposed bike rack on public transit, pedestrian and vehicular traffic and access to or from residences and businesses.

(c) Placement of Bicycle Rack. The Director of Transportation may at his or her own initiative and after giving notice to the abutting property owner(s) cause bicycle racks to be installed on any Street or sidewalk of the City.

(d) Department of Public Works– Coordination. Bicycle racks shall not be installed until the Department of Public Works is notified of the site of the proposed bicycle rack installation and the date of installation. Such notice shall be provided to the Department of Public Works for review by the Department of the proposed installation at least 45 days before the date of installation.

## **ARTICLE 1000: MISCELLANEOUS PARKING AND TRAFFIC REGULATIONS**

### **SEC. 1001. SIGNAGE REQUIRED.**

The City Traffic Engineer shall erect and maintain signs noticing any Parking restrictions not more than 200 feet apart. The signs shall indicate by legible letters, words and figures the hours prescribed for said Parking restrictions within 100 feet on either side of the sign, except that such signs need not be placed within the boundaries of the grounds of a public institution if signs noticing the Parking restrictions within such boundaries are erected at each motor vehicle entrance to the grounds of such public institution.

### **SEC. 1002. SHIFTING OF PARKED VEHICLES.**

For the purpose of Parking regulations other than a violation of Division I, Section 10.2.16 (Parking Prohibited for More than 72 Hours), any vehicle moved a distance of not more than one block during the limited Parking period shall be deemed to have remained stationary.

### **SEC. 1003. PARKING AT "T" INTERSECTIONS.**

Parking opposite the stem of the "T" at a "T"-type intersection is permitted between the projected property lines drawn from either side of the street making up the leg of the "T" except in the crosswalk areas, except where the signage designates those portions of the curb where, and the hours and days when Parking is prohibited opposite the stem of the "T".

### **SEC. 1004. PARKING OF VEHICLES ACROSS PRIVATE DRIVEWAYS.**

The owner or lessee of property ~~shall be permitted to~~may Park the owner's or lessee's vehicle across the private driveway of said property, provided that such vehicle displays a valid license plate registered to the address of that property with the Department of Motor Vehicles, and provided that such driveway serves no more than two family dwelling units. This Section does not permit the Parking of vehicles across sidewalks or in red zones.

#### **SEC. 1005. TAXICABS STOPPING IN DRIVEWAYS AND CROSSWALKS.**

Notwithstanding any other provision of this Code, a taxicab may stop in an unmarked crosswalk or in front of a driveway to load or unload passengers.

#### **SEC. 1006. WHITE ZONES.**

(a) Maximum Time. A vehicle may stop in a white zone only for the purpose of loading and unloading passengers for a period not to exceed five minutes.

(b) Hours of Enforcement. In the case of white zones in front of apartment buildings, the Parking restriction shall be applicable only during the hours from 7:00 a.m. to 10:00 p.m. In the case of churches, the Parking restriction shall be applicable only during the posted hours of services, and while the attendees are going to and leaving such services. Parking restrictions in white zones shall not apply during periods of time when the store, business or establishment adjacent to the white zone is closed.

(c) Private Bus Loading Zone. The City Traffic Engineer may designate a Stand for passenger loading and unloading dedicated to the use of Private Buses at all times or during posted hours and days. Private Bus Stands shall be indicated by white curb paint and signs describing the type of vehicle(s) authorized to use the Stand, and the days and hours of enforcement.

#### **SEC. 1007. SIDEWALK BICYCLE RIDING BY CHILDREN.**

Children under the age of 13 may ride a Sidewalk Bicycle on any sidewalk except as otherwise posted.

#### **~~SEC. 1008. CURB PARKING-COMMERCIAL VEHICLES.~~**

~~Except when necessary in obedience to traffic regulations or police or Parking Control Officers, when loading or unloading merchandise or passengers it shall be a violation of Vehicle Code Section 22502(a) for a commercial vehicle to Park in a Street unless the vehicle is parallel with the curb, pointed in the direction of traffic, and with the curbside wheels of the vehicle within 18 inches of the curb; provided, however, that upon those streets which have been marked for angled parking, when loading or unloading merchandise or passengers, commercial vehicles must be parked at the angle to the curb indicated by such marks and within such designated spaces. This Section shall be effective only if signs clearly indication the prohibition are placed in the areas to which it is applicable.~~





**THIS PRINT COVERS CALENDAR ITEM NO. 13**

**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY  
City and County of San Francisco**

**DIVISION: Finance and Information Technology**

**BRIEF DESCRIPTION:**

Authorizing the Executive Director/CEO to advertise a Request for Proposals for Advertising on San Francisco Municipal Transportation Agency Property.

**SUMMARY:**

- In 2004, the City entered into a Transit Advertising Agreement for transit vehicles with a term of five years. The Agreement expires on June 30, 2009.
- Under the proposed contract, the contractor will have the right to advertise on a wide range of properties owned or licensed by the SFMTA, including vehicles and parking garages but not including the structures covered by the City's Transit Shelter Advertising Agreement, and will provide related infrastructure.
- The contractor will pay the SFMTA the greater of (i) a percentage of its gross revenues from advertising under the contract, or (ii) a Minimum Annual Guarantee (MAG).
- Under the proposed agreement the SFMTA and the winning firm will enter into a 10-year contract, which will also include options to extend the contract for two additional five-year terms.
- The contractor will also pay the SFMTA annual administrative and marketing fees, as well as provide broadcast media support.
- The proposed contract shall include an option for the SFMTA to include advertising in the new Central Subway stations and tunnel after their completion.

**ENCLOSURES:**

1. Resolution
2. RFP, Sample Contract and Other Exhibits
3. List of Potential Bidders

**APPROVALS:**

**DATE**

DIRECTOR OF DIVISION  
PREPARING ITEM

\_\_\_\_\_

\_\_\_\_\_

FINANCE

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

SECRETARY

\_\_\_\_\_

\_\_\_\_\_

ADOPTED RESOLUTION Gail Stein  
BE RETURNED TO

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

## **PAGE 2**

### **EXPLANATION:**

#### **Background**

The City and Viacom Outdoor Group Inc. entered into the current Transit Advertising Agreement for transit vehicles ("Agreement") effective as of July 1, 2004. The Agreement has a term of five years. Since the execution of the Agreement, Viacom Outdoor Group Inc. has changed its name to CBS Outdoor. The Agreement expires on June 30, 2009.

#### **Major Provisions of the RFP and Sample Contract (Enclosure 2)**

The RFP was developed after reviewing similar contracts in various cities, including New York, Chicago, Washington, D.C., Los Angeles and Atlanta. Additionally, other City departments have reviewed the RFP, including the Planning Department and the Recreation and Park Department.

Major provisions of the RFP and sample contract are outlined below:

#### **Term**

- The contract will be for a term of ten years, plus two five-year options to extend the contract in the SFMTA's sole discretion.

#### **Rights Granted**

- The contractor will have the right to advertise on a wide range of properties owned or licensed by the SFMTA (not including the structures covered by the City's Transit Shelter Advertising Agreement with Clear Channel Outdoor, Inc.) and will provide related infrastructure.
- The contract will also allow the contractor to advertise on property under the jurisdiction of other public entities (e.g., the Department of Recreation and Park), subject to an authorizing agreement between the SFMTA and the public entity.

#### **Description of Included Property**

- The following SFMTA property is included in the RFP and may be included in the contract: transit vehicles, parking garages, Twin Peaks Tunnel and SFMTA facilities, fare and parking media, signage, information kiosks and other.

#### **Quality of Advertising**

- The contractor will be required to comply with the provisions of the SFMTA Advertising Policy.

#### **Maintenance Responsibilities**

- The contractor will be required to maintain the advertisements that it installs and any infrastructure that supports such advertisements.

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### **Revenue; Payments**

- The contractor will pay the SFMTA the greater of (i) a percentage of its gross revenues from advertising under the contract, or (ii) a Minimum Annual Guarantee (MAG) of revenue starting at \$10,000,000 for the first year of the contract, escalated by 3.5% per year and increased at year 6 and (if the first option is exercised by the SFMTA) year 11 and (if the second option is exercised by the SFMTA) year 16.
- The contractor will also pay the SFMTA an annual administrative fee of \$500,000, annual marketing support of \$250,000, plus \$400,000 in media and/or services, and these will escalate annually according to the CPI of the Bay Area.

### **Central Subway Option**

- The contract will include an option for the City to include advertising in the new Central Subway stations and tunnel after their completion.

### **Performance Requirements and Security**

- The contract includes various performance related requirements and provides for financial consequences if these are not met. Listed below are some of these provisions:
  - Failure to provide an acceptable level of services will result in assessment of liquidated damages ranging from \$500/day to \$5,000/day, depending on the nature and severity of the failure;
  - A performance bond of \$7,000,000 for the first 10 years of the contract, increased to \$10,000,000 for the duration of the contract if the options to extend the contract term are exercised; and
  - A \$3,000,000 letter of credit for the first 10 years of the contract, increased to \$5,000,000 for the duration of the contract if the options to extend the contract term are exercised.

### **Termination**

- The SFMTA may terminate the contract for default or convenience. The SFMTA may also partially terminate advertising rights with respect to any advertising space that is not sold by the contractor over a period of 60 days unless the contractor actually sells the space within 60 days following the SFMTA's notice of intent to partially terminate the contract.

### **Minimum Requirements for Proposers**

- The proposer, its key management team, and each of its subcontractors must have at least three years experience in selling advertising on transit vehicles and/or other transit property in major metropolitan markets;
- The proposer must have had advertising contracts worth over \$10,000,000 per year for each of the last three years;
- The proposer must have had a corporate net worth of at least \$25,000,000 for the last three years.

### **Selection Process**

- The selection of the winning bidder will be based on the following criteria. Each proposer may earn up to a maximum of 100 points:
  - Experience and Qualifications—20 points
  - Quality of the Proposal—30 points

## **PAGE 4**

- Offer of Compensation—50 points (must meet minimum MAG to be considered responsive, highest offer gets 50 points, lower offers receive proportional number of points).
- The final contract will require approval by the SFMTA Board of Directors and the Board of Supervisors.
- The successful proposer shall work with the SFMTA in meeting its commitments and objectives regarding nondiscrimination and equal employment in the award and administration of this project, and shall ensure that barriers do not exist for the participation of Small, Local and Disadvantaged Business Enterprises.

### **List of Bidders; Communications Prior to Contract Award and SFMTA Contact Person**

Attached in Enclosure 3 is the list of firms to whom the SFMTA will send the RFP.

It is the policy of the SFMTA that only employees identified in the RFP as contacts for this competitive solicitation are authorized to respond to comments or inquiries from proposers or potential proposers seeking to influence the contractor selection process or the award of the contract. This prohibition extends from the date the RFP is issued until the date when the contractor selection is finally approved by the SFMTA Board of Directors and, if required, by the San Francisco Board of Supervisors.

All firms and subcontractor(s) responding to this RFP are notified that they may not contact any SFMTA staff member, other than the person with whom contact is expressly authorized by this RFP -- Jason Gallegos-- for the purpose of influencing the contractor selection process or the award of the contract from the date the RFP is issued to the date when the contract award is approved by the Board of Directors of SFMTA and the Parking Authority Commission and, if required, by the San Francisco Board of Supervisors. This prohibition does not apply to communications with SFMTA staff members regarding normal City business not regarding or related to this RFP.

### **STRATEGIC PLAN GOALS:**

This item will meet the following goals of the SFMTA Strategic Plan:

- Goal 4, Financial Capacity: To ensure financial stability and effective resource utilization.
  - 4.1 Increase revenue by 20% or more by 2012 by improving collections and identifying new sources.
  - 4.2 Ensure efficient and effective use of resources.

### **RECOMMENDATION:**

The City Attorney's Office and the Contract Compliance Office have reviewed this Calendar Item, RFP and contract. Staff recommends that the SFMTA Board authorize the issuance of a Request for Proposals for Advertising on San Francisco Municipal Transportation Agency Property.

MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS  
CITY AND COUNTY OF SAN FRANCISCO

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

WHEREAS, The current Transit Advertising Agreement for transit vehicles is due to expire on June 30, 2009; and

WHEREAS, The SFMTA has prepared a draft Request for Proposals for a new contract for advertising on San Francisco Municipal Transportation Agency Property, including transit vehicles, for a term of 10 years, plus two five-year options to extend the contract at the SFMTA's election; and

WHEREAS, Under the new contract, the contractor will have the right to advertise on a wide range of properties owned or licensed by the SFMTA (not including the structures covered by the City's Transit Shelter Advertising Agreement with Clear Channel Outdoor, Inc.) and will provide related infrastructure; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO to advertise a Request for Proposals for a new contract for Advertising on San Francisco Municipal Transportation Agency Property, on substantially the same terms as presented to this Board of Directors.

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

\_\_\_\_\_  
Secretary, Municipal Transportation Agency Board

**Enclosure 2—RFP, Contract and Other Exhibits**

**San Francisco Municipal Transportation Agency  
City and County of San Francisco**

**Request for Proposals for**

**Advertising on San Francisco Municipal Transportation Agency Property**



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**San Francisco Municipal Transportation Agency**

Date issued:	August 22, 2008
Pre-proposal conference:	September 15, 2008, 10:00AM
Proposal due:	October 16, 2008, 4:00PM



# **RFP for Advertising on San Francisco Municipal Transportation Agency Property**

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## **Appendices:**

1. Standard Forms
- A. Nondiscrimination Requirements
  - SFMTA Form 1 – DBE/LBE/SBE Participation Report
  - SFMTA Questionnaire – Nondiscrimination Requirements
  - SFMTA Questionnaire on Recruitment, Hiring and Training Practices for Consultants
  - Workforce Data Spreadsheet #1
  - Workforce Data Spreadsheet #2
- B. Standard Forms: Listing and Internet addresses of Forms related to Taxpayer Identification Number and Certification, to Business Tax Declaration, and to Chapters 12B and 12C, and 14B of the S.F. Administrative Code.
- C. Lists of Included SFMTA Property
- D. Documents that may include Restrictions on the Sale of Advertising on SFMTA Property
- E. Contract Terms and Conditions
- F. Attestation of Compliance
- G. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- H. Certification Regarding Lobbying

## **I. Introduction and Schedule**

### **A. Introduction**

The San Francisco Municipal Transportation Agency (“SFMTA”), a department of the City and County of San Francisco (“City”), which manages the San Francisco Municipal Railway and the Department of Parking and Traffic, is requesting proposals from qualified firms to advertise, on an exclusive basis during the term of this contract, on a wide range of properties owned or licensed by the SFMTA and to provide related infrastructure.

The following SFMTA property is included in this contract: transit vehicles (see Appendix C-1), parking garages (see Appendix C-2), Twin Peaks Tunnel and SFMTA facilities (see Appendix C-3), fare and parking media (see Appendix C-4), signage (see Appendix C-5), information kiosks (see Appendix C-6) and other property (see Appendix C-7). These properties include both existing advertising venues and venues that do not currently display advertising. Property that is subject to advertising rights under this contract may change over its term. For example, in the future the Central Subway stations and tunnel may be added to the list of SFMTA facilities. Certain City and SFMTA policies and existing contracts impose restrictions on advertising on SFMTA property, as described below.

The contract shall be for a term of ten years, commencing on July 1, 2009. There will be two five-year options to extend the contract in the SFMTA’s sole discretion.

### **B. Schedule**

The anticipated schedule for selecting a contractor is listed below. The SFMTA reserves the right to change the schedule at any time.

<u>Proposal Phase</u>	<u>Date</u>
RFP issued by the City	August 22, 2008
Pre-proposal conference and site tour	September 15, 2008
Deadline for submission of written questions or requests for clarification	September 30, 2008
Proposals due	October 16, 2008
Oral interviews	Week of October 27, 2008
Negotiations with selected firm	December 2008-February 2009
SFMTA Board/Parking Authority Commission approval of contract	March 2009
Board of Supervisors approval of contract	May 2009

## **II. Scope of Work**

The contractor will have the right to advertise, on an exclusive basis during the term of this contract, on a wide range of properties owned or licensed by the SFMTA (not including the structures covered by the Transit Shelter Agreement; see Appendix D-1) and to provide related infrastructure necessary to display the advertising, such as kiosks, signage and advertising boards.

The following SFMTA property is included in this contract: transit vehicles (see Appendix C-1), parking garages (see Appendix C-2), Twin Peaks Tunnel and SFMTA facilities (see Appendix C-3), fare and parking media (see Appendix C-4), signage (see Appendix C-5), information kiosks (see Appendix C-6) and other property (see Appendix C-7). These properties include both existing advertising venues and venues that do not currently display advertising. Property that is subject to advertising rights under this contract may change over its term. For example, the Central Subway stations and tunnel may be added to the list of SFMTA facilities in the future. In addition, certain City and SFMTA policies and existing contracts impose restrictions on advertising on SFMTA property, as described below.

In exchange for this exclusive right to sell advertising on SFMTA property, the contractor will be responsible for the following payments to the SFMTA (see Section III(D)(4) below and Appendix E, Section 6 ("Payments") for more detailed information):

1. The greater of (i) a Minimum Annual Guarantee ("MAG") in an amount to be proposed in the contractor's response to this RFP or (ii) a percentage of contractor's annual gross revenues earned in connection with the rights to advertise provided in the contract; and
2. An annual fee for administration of the contract; and
3. Annual financial support for SFMTA's marketing and other creative services needs.

In addition, the contractor must provide all products and services included in this contract, including costs for related infrastructure, at no cost to the SFMTA. The contractor shall be responsible for installing, replacing and maintaining all frames, display equipment, decal adhesive materials and other advertising materials and advertising infrastructure for the term of this contract.

The following City, SFMTA and other policies and contracts impose restrictions on advertising on SFMTA property: the Transit Shelter Agreement (see Appendix D-1), the SFMTA Advertising Policy (see Appendix D-2) and the SFMTA's First Supplemental Muni/BART Joint Station Maintenance Agreement dated July 1, 1986 with the San Francisco Bay Area Rapid Transit District (BART) and the Professional Services Agreement dated as of June 12, 2008 between BART and Titan Outdoor LLC (see Appendix D-3). Proposers should review these documents before submitting their proposals.

All SFMTA transit vehicles may be wrapped as long as side windows are not covered. The SFMTA currently does not have a policy on wrapping side windows of transit vehicles. The SFMTA may implement such a policy during the term of this contract.

## **RFP for Advertising on San Francisco Municipal Transportation Agency Property**

The SFMTA encourages firms to enter into joint ventures, as needed, in order to provide proposals that cover all or most of the locations for advertising on SFMTA property set forth in Appendices C-1 through C-7. Each advertising firm making up a joint venture must contribute a separate response to Section III.D.3.a of this RFP to the joint venture's proposal.

The SFMTA encourages proposals that include creative ideas for enhancing revenue from all SFMTA property.

The contract shall be for a term of ten years, commencing on July 1, 2009. There will be two five-year options to extend the contract in the SFMTA's sole discretion.

This scope of work is a general guide and is not intended to be a complete list of all work required under the contract. Respondents to this RFP should review the attached Contract Terms and Conditions (Appendix E) for more details on the requirements of the contract. The contractor will be required to execute a contract substantially similar to Appendix E.

### **III. Submission Requirements**

#### **A. Time and Place for Submission of Proposals**

Proposals must be received by **4:00PM on October 16, 2008**. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered or mailed to:

San Francisco Municipal Transportation Agency  
1 South Van Ness Avenue, 7th Floor  
San Francisco, CA 94103  
Attention: Jason Gallegos

Proposers shall submit 12 copies of the proposal and two copies, separately bound, of required HRC Forms in a sealed envelope clearly marked **Advertising on SFMTA Property RFP** to the above location. Proposals that are submitted by fax will not be accepted. Late submissions will not be considered.

#### **B. Minimum Qualifications**

Responsive proposals must document the proposer's compliance with the following minimum qualifications:

1. The proposer, its key management team, and each of its subcontractors must have at least three years experience in selling advertising on transit vehicles and/or other transit property in major metropolitan markets.
2. The proposer must have had advertising contracts worth over \$10,000,000 per year for each of the last three years.

3. The proposer must have had a corporate net worth of at least \$25,000,000 for the last three years.
4. The proposer must demonstrate its financial stability by submitting the following:
  - a. A written commitment to provide a letter of credit in the amount of \$3,000,000. During the extensions of the original term of the contract, if exercised, the letter of credit would be required to be increased to \$5,000,000;
  - b. Three bank references that will validate the prime firm's financial responsibility, including the name and phone number of a bank officer familiar with the firm's account;
  - c. Copies of the prime firm's financial statements from the last three years, with profit and loss statements for transit and other advertising broken down in detail for major media markets in the United States; and
  - d. A written commitment to provide a performance bond of \$7,000,000 for the first ten years of the contract, to be increased to \$10,000,000 for the duration of the contract extensions, if exercised.

Respondents that do not meet these minimum qualifications will not be considered and their RFP submissions will be considered non-responsive.

**C. Format**

Proposals shall be clear, concise and complete. Partial or complete omission of any required element of the proposal will disqualify the proposal as non-responsive. The proposal shall total no more than 25 pages, double-sided. Documents requested in section D(4) of this Section III shall be submitted in a separate, sealed enveloped clearly labeled "Offer of Compensation" and will not be counted as part of the 25-page limit. Documents requested in Sections (III)(G) and VI(N) shall be submitted separately and also will not be counted as part of the 25-page limit. All pages shall be 8-1/2" x 11", minimum size 11 font. All documents submitted shall be bound in a binder with each section separated by tabbed dividers and shall include a Table of Contents. Tabbed dividers shall be used to separate any distinct documents attached as appendices. Proposers must also submit an electronic version of the proposal.

**D. Content**

Firms interested in responding to this RFP must submit the following information, in the order specified below:

**1. Introduction and Executive Summary**

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm or joint venture to obligate the firm or joint venture to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by the proposer that it is willing and able to perform the commitments contained in the proposal.

**2. Experience and Qualifications**

- a. Provide the full name, address, and phone number of the contact person at the prime firm, and any subcontractors, of the proposer's team. For all firms named in the proposal, provide the type of ownership, number of years each firm has been in business under the present business name (and any other prior names), and the number of years of experience selling advertising on transit vehicles and/or other transit property, or of the type of work for which the firm is listed in the proposal.
- b. Include a description of the proposer's qualifications and experience, especially as they relate to advertising on transit vehicles and/or other transit property.
- c. For the prime firm, list all contracts you have had during the last five years for advertising on transit vehicles and/or other transit property. For each contract, identify the agency, provide the names of individuals and telephone numbers and email addresses of contacts at the agency, specify the term (years) of the contract, and the type of services provided under the contract. These agencies may be contacted as business references.
- d. For the prime contractor and key subcontractors, name the key personnel who will have primary responsibilities for the services proposed. Identify the individual who will be the SFMTA's single point of contact for this project and who will direct, coordinate and control the contract (the "Contract Manager"). For each of the key personnel, specify his or her experience and qualifications, proposed project role, years with the firm, and years of experience in his or her assigned area of this project. Specify whether any members of the team have experience in "green" technology, including the use of green cleaning products. Include a written assurance that the key individuals listed will perform the work and will not be substituted with other personnel or reassigned to another project without the SFMTA's prior approval.
- e. Attach brief resumes of key personnel assigned to this project for each firm listed.
- f. Provide an organization chart naming all key personnel participating in the project. Identify the Contract Manager, the operations and maintenance manager, the person responsible for sales, and the person responsible for financial matters. Describe how the firm will assign and manage employees and subcontractors in order to provide the services described in the Scope of Work. Identify the relationships between the prime contractor and subcontractors, including the utilization of any small businesses.

Describe how the proposed organization will optimally provide the services requested in the RFP.

- g. Specify whether the proposer (or any predecessor in interest) has been involved in any litigation involving any contract for advertising on transit vehicles and/or other transit property. Describe the nature of the litigation, the parties and the status or outcome (judgment, settlement, etc.)
- h. Specify whether a transit agency or municipality has ever terminated any contract with the proposer (or any predecessor in interest) for advertising on transit vehicles and/or other transit property. Identify the terminating agency, the inception and termination dates of the contract, and describe the nature of such termination (**e.g.** for cause, for convenience).

### **3. Proposal Approach**

- a. Provide a description of the SFMTA properties listed on Appendices C-1 through C-7 for which the firm proposes to sell advertising. If any SFMTA property listed in Appendix C is excluded from the proposal, provide an explanation for why the firm is not proposing to sell advertising for that SFMTA property. The proposal shall also include a sales plan that will specify, at a minimum, (i) the proposer's strategy for selling advertisements to local, national and international advertisers, (ii) the proposer's strategy for selling advertisements for each of the different types of SFMTA property listed on Appendices C-1 through C-7 that are included in the proposal, and (iii) the proposer's plans for selling the maximum amount of advertising space on SFMTA property and minimizing the amount of empty, unused space.
- b. Include your firm's ideas for new advertising opportunities, designs and locations.
- c. Provide a maintenance and installation plan for advertising on transit vehicles and/or other transit property including:
  - (i) A time line showing elapsed time for advertisement posting, installation, inspection and removal.
  - (ii) A description of a cleaning schedule and routine, including graffiti removal and removal of paint, markers, stickers, unauthorized posters, etc.
  - (iii) A plan for minimizing interference to SFMTA operations during maintenance and installation activities.
  - (iv) A statement that your firm will repair any hazardous condition caused by the firm's installation, maintenance or removal of equipment, or other activities related to the contract, within 24 hours of notification.
  - (v) Plan for minimizing the use of maintenance products that contain hazardous materials and maximizing the use of green cleaning products.
  - (vi) Details of how your firm will staff and manage a quality assurance and control program, including oversight of subcontractors and vendors.

- d. Submit a design book which will include examples of your firm’s proposed advertising for SFMTA property. This design book should include sample designs for as many types of SFMTA property as possible, but must include examples for transit vehicles and parking garages. In addition, create a 3-D site on the Web to which SFMTA staff will have access (and which can be linked to the SFMTA Website) which will also display the sample designs. The SFMTA may display some or all of the designs for public viewing following the oral interviews.

#### **4. Offer of Compensation**

In exchange for this exclusive right to sell advertising on SFMTA property, the contractor will be responsible for the following payments to the SFMTA:

- a. On a monthly basis, the greater of:
  - (i) a MAG in an amount to be proposed in the contractor’s response to this RFP—in no event, however, shall the proposed MAG be less than \$10 million for the first year of the contract, escalated by 3.5% per year and increased at year 6. Depending upon whether the SFMTA elects to exercise the two options to extend the contract, the MAG would also be increased in years 11 and 16 of the contract, as described in the chart below; or
  - (ii) 60% of the contractor’s annual gross revenues earned in connection with the rights to advertise provided in the contract; and
- b. An annual fee of \$500,000 for administration of the contract, to be escalated each year by the percentage change in the most recently published 12 month average of the Consumer Price Index distributed by the Bureau of Labor Statistics for the Consolidated Metropolitan Statistical Area covering San Francisco - Oakland - San Jose (“Bay Area CPI”); and
- c. Annual marketing support of \$250,000, plus \$400,000 in media and/or services, either provided directly to the SFMTA or purchased for the use of the SFMTA, as escalated each year by the percentage change in the most recently published 12 month average CPI of the Bay Area.

<b>Fiscal Year</b>	<b>MAG</b>
2009-10	<b>\$10,000,000</b>
2010-11	<b>10,350,000</b>
2011-12	<b>10,712,250</b>
2012-13	<b>11,087,179</b>
2013-14	<b>11,475,230</b>
2014-15	<b>12,000,000</b>
2015-16	<b>12,420,000</b>
2017-18	<b>13,304,615</b>
2018-19	<b>13,770,276</b>
2019-20*	<b>14,500,000</b>



## RFP for Advertising on San Francisco Municipal Transportation Agency Property

2020-21*	15,007,500
2021-22*	15,532,763
2022-23*	16,076,409
2023-24*	16,639,084
2024-25*	17,500,000
2025-26*	18,112,500
2026-27*	18,746,438
2027-28*	19,402,563
2028-29*	20,081,653
<b>Total</b>	<b>\$289,573,157</b>

\*Assumes that the option(s) to extend the contract are exercised by the SFMTA

All proposals must also include a breakdown of the MAG for parking garages.

All proposals must include a written Offer of Compensation, which shall include a statement that the proposing firm agrees to make the payments described above. Any proposal that includes a MAG of less than the amounts described above shall be deemed non-responsive.

The Offer of Compensation must be submitted to the City in a separate, sealed envelope clearly labeled "Offer of Compensation."

### **E. City's Option: Central Subway Project**

The City, in its sole discretion, may exercise the option to require the contractor to implement an advertising program in the new Central Subway stations and tunnel after their completion.

Proposals must include the following information:

- Proposer's experience in providing similar programs in subway and tunnel systems, including the names of clients and a description of those programs;
- Samples of subway and tunnel advertisements; and
- Examples of revenues paid by contractor to clients for similar programs.

### **F. Attestation Statements and Certifications**

The proposer and all subcontractors named in a proposal must individually sign the Attestation of Compliance and Certifications attached as Appendices F, G and H. Any proposal that does not include the executed Attestation of Compliance and Certifications as required by the RFP will be deemed non-responsive and will not be scored. Any proposer who violates representations made in the Attestation of Compliance and Certifications, directly or through an agent, lobbyist or subcontractor, will be disqualified from the selection process for this contract.

### **G. Other Required Documents**

In addition to the requirements on the content of the proposal discussed above, firms that want to be considered for this contract must submit the following documents as part of the submittal described in Section III(A) above. Both the prime contractor and any subcontractors will need to submit items 1 through 4 listed below:

1. Completed SFMTA Questionnaire on Recruitment, Hiring and Training Practices (Appendix A)
2. A copy of the firm's Nondiscrimination Program or EEO Policy Statement (if any)
3. Completed Business Tax Declaration
4. Completed Human Rights Commission HRC-12B-101 Form (<http://www.sfgov.org/site/uploadedfiles/sfhumanrights/forms/12b101.pdf>)
5. If using DBE/LBE/SBE firms as part of your proposal, submit SFMTA Form 1 – DBE/LBE/SBE Participation Report (Appendix A)

#### **IV. Evaluation and Selection Criteria**

##### **A. Contractor Selection Process**

A Selection Committee will evaluate the proposals, using the Selection Criteria outlined below. All responsive proposers will be invited to make a presentation and participate in an oral interview that will include detailed discussions of the various elements of their proposals. The SFMTA will provide directions on presentation materials and information prior to the oral interview. Those individuals who will actually be assigned to the project shall make presentations at the oral interview. Firms may be required to submit additional information to clarify their proposals prior to or at the interview.

The SFMTA will negotiate a contract with the proposer with the highest total score. If the SFMTA is unable to negotiate a contract with the highest-ranked proposer in a reasonable time, the SFMTA, in its sole discretion, may terminate negotiations with the highest-ranked proposer and begin contract negotiations with the next highest-ranked proposer. The final Agreement will be approved by the SFMTA Board of Directors and the Parking Authority Commission and, if required, by the San Francisco Board of Supervisors.

The SFMTA reserves the right not to negotiate with proposers and to select the highest-ranked proposer and its proposal as submitted.

**Proposers may request debriefing on a firm's final ranking in writing. Debriefing will be scheduled after final award of the contract.**

##### **B. Selection Criteria**

The proposals will be evaluated by a Selection Committee comprised of SFMTA and City representatives. The Selection Committee may also include representatives of other transit agencies and persons knowledgeable about transit and transit advertising. The City intends to

evaluate the proposals generally in accordance with the criteria itemized below. The firms will be interviewed by the Selection Committee to make the final selection.

**1. Experience and Qualifications** (up to 20 points)

- a. Expertise of the firm, assigned personnel and subcontractors in managing a transit advertising contract; and
- b. Quality of organization structure; and
- c. Results of reference checks.

**2. Quality of the Proposal** (up to 30 points)

- a. Understanding of the scope of work and tasks to be performed; and
- b. Completeness of the proposal, including the number and variety of SFMTA properties listed on Appendices C-1 through C-7 for which the firm has submitted a proposal to sell advertising and the quality of the sales plan; and
- c. Creativity of ideas included in the proposal; and
- d. Creativity of designs included in the proposal, and
- e. Quality of proposed maintenance and installation plan.

**3. Offer of Compensation** (up to 50 points)

All proposers must meet, at a minimum, the MAG set forth in section III.D(4). **Any proposal that does not meet the MAG will be deemed non-responsive.** The proposer with the highest overall Offer of Compensation, considering the net present value to the City, will be awarded 50 points. Other proposers will be awarded points in proportion to the proposer with the highest score. The formula is as follows:

$$(\text{lower}) \text{ proposer's score} = \frac{\text{value of proposer offer}}{\text{value of highest proposer's offer}} \times 50$$

**V. Pre-Proposal Conference, Site Tour and Contract Award**

**A. Pre-Proposal Conference and Site Tour**

Proposers are encouraged to attend a pre-proposal conference on **September 15, 2008**, at **10:00AM** to be held at One South Van Ness Avenue, San Francisco, CA 94103 to discuss the requirements of the contract and to take questions concerning the RFP. All prospective proposers are urged to attend this conference. A written list of attendees will be available at the end of the meeting.

A site tour may be held at one or more SFMTA locations on **September 15, 2008 at 1:00PM**. For safety and security reasons, proposers may not enter any SFMTA property except on this official SFMTA tour.

**B. Contract Award**

SFMTA staff will commence contract negotiations with the highest ranked proposer. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals. If a satisfactory contract cannot be negotiated in a reasonable time the SFMTA, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

No proposal may be accepted and no contract may be awarded until such time as (a) the Executive Director/CEO of the SFMTA recommends the Agreement for award and (b) the SFMTA Board of Directors and Parking Authority Commission each adopt a resolution awarding the Agreement. The final contract may also require the approval of the San Francisco Board of Supervisors.

**C. Form of Contract**

The successful proposer will be required to enter into a contract on terms substantially similar to Appendix E. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds, letter of credit or other materials required in the contract, shall be deemed an abandonment of a contract offer. If the highest-ranked proposer fails to comply with these requirements, the SFMTA, in its sole discretion, may select another firm and may proceed against the original firm selected for damages.

**VI. Terms and Conditions for Receipt of Proposals**

**A. Errors and Omissions in RFP**

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the SFMTA, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the SFMTA promptly after discovery, but in no event later than 10 calendar days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

**B. Questions**

Questions regarding this RFP should be addressed in writing to:

## **RFP for Advertising on San Francisco Municipal Transportation Agency Property**

San Francisco Municipal Transportation Agency  
One South Van Ness Avenue, 7<sup>th</sup> Floor  
San Francisco, California 94103  
Attention: Jason Gallegos  
[Jason.Gallegos@sfmta.com](mailto:Jason.Gallegos@sfmta.com)

The SFMTA will keep a record of all parties who request and receive copies of the RFP. Any requests for information concerning the RFP, whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda to all parties who have requested and received a copy of the RFP from the SFMTA. Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will also be memorialized in a written addendum to this RFP and will be distributed to all parties that received a copy of the RFP. No questions or requests for interpretation will be accepted after **4:00PM on September 30, 2008.**

### **C. Objections to RFP Terms**

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than 10 calendar days after the RFP is issued, provide written notice to the SFMTA setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

### **D. Addenda to RFP**

The SFMTA may modify the RFP prior to the proposal due date by issuing written addenda. Addenda will be sent via email or by regular, first class U.S. mail to the last known business address of each firm listed with the SFMTA as having received a copy of the RFP. SFMTA will make reasonable efforts to notify proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by the SFMTA prior to the proposal due date regardless of when the proposal is submitted. Therefore, the SFMTA recommends that, prior to submitting a proposal, proposers call Mr. Jason Gallegos at (415) 701-4622 or send an email to him at [Jason.Gallegos@sfmta.com](mailto:Jason.Gallegos@sfmta.com).

### **E. Term of Proposal**

Submission of a proposal signifies that the proposer's offer remains open for one year from the proposal due date and that the offer is genuine and not the result of collusion or any other anti-competitive activity.

### **F. Revisions to Proposal**

A proposer may revise a proposal at the proposer's own discretion at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the

same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the SFMTA may require a proposer to provide oral or written clarification of its proposal. The SFMTA reserves the right to make an award without further clarifications of proposals received.

#### **G. Errors and Omissions in Proposal**

Failure by the SFMTA to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the proposer from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

#### **H. Financial Responsibility**

The SFMTA accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

#### **I. Proposer's Obligations under the Campaign Reform Ordinance**

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. **Criminal.** Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. **Civil.** Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. **Administrative.** Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

## **J. Sunshine Ordinance**

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

## **K. Public Access to Meetings and Records**

If a proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the

disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

**L. Reservations of Rights by the City**

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

**M. No Waiver**

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

**N. Local Business Enterprise Goals and Outreach**

The SFMTA encourages each proposer, including subcontractors, to actively recruit minorities and women for its workforce. The Questionnaire on Recruitment, Hiring and Training Practices (Appendix A) is a workforce questionnaire for each proposer to submit with its proposal. The SFMTA also requests copies of any non-discrimination or equal employment opportunity plans that proposers have in place.

The SFMTA encourages proposers to submit proposals that make maximum utilization of service agencies and suppliers that are small businesses, including minorities, women and disadvantaged businesses, in the performance of work under the contract. Helpful databases include the following: S.F. Human Rights Commission's website at [www.sfhrc.org](http://www.sfhrc.org) for the City's Local Business Enterprise Directory; the Caltrans federally certified Disadvantaged Business Enterprise database at [www.dot.ca.gov/hq/hep/](http://www.dot.ca.gov/hq/hep/); and the State of California certified small business database at [www.pd.dgs.ca.gov/smbus/default.htm](http://www.pd.dgs.ca.gov/smbus/default.htm). Questions about available firms should be addressed to:



Mr. André Boursse  
SFMTA Contract Compliance Office  
One South Van Ness, 3<sup>rd</sup> floor  
San Francisco, CA 94103  
Tel: (415) 701-4362  
Fax: (415) 701-4347

**O. Communications Prior to Contract Award**

It is the policy of the SFMTA that only employees identified in the RFP as contacts for this competitive solicitation are authorized to respond to comments or inquiries from proposers or potential proposers seeking to influence the contractor selection process or the award of the contract. This prohibition extends from the date the RFP is issued until the date when the contractor selection is finally approved by the SFMTA Board of Directors and, if required, by the San Francisco Board of Supervisors.

All firms and subcontractor(s) responding to this RFP are hereby notified that they may not contact any SFMTA staff member, other than a person with whom contact is expressly authorized by this RFP (Jason Gallegos), for the purpose of influencing the contractor selection process or the award of the contract from the date the RFP is issued to the date when the contract award is approved by the Board of Directors of SFMTA and the Parking Authority Commission and, if required, by the San Francisco Board of Supervisors. This prohibition does not apply to communications with SFMTA staff members regarding normal City business not regarding or related to this RFP.

All firms and subcontractor(s) responding to this RFP are hereby notified that any written communications sent to one or more members of the SFMTA Board of Directors concerning a pending contract solicitation shall be distributed by the SFMTA to all members of the SFMTA Board of Directors and the designated staff contact person(s) identified in the RFP.

Except as expressly authorized in the RFP, where any person representing a proposer or potential proposer contacts any SFMTA staff for the purpose of influencing the content of the competitive solicitation or the award of the contract between the date when the RFP is issued and the date when the final selection is approved by the SFMTA Board of Directors, and, if required, by the San Francisco Board of Supervisors, the proposer or potential proposer shall be disqualified from the selection process. However, a person who represents a proposer or potential proposer may contact City elected officials and may contact the Executive Director/CEO of the SFMTA if s/he is unable to reach the designated staff contact person(s) identified in the RFP or wishes to raise concerns about the competitive solicitation.

Additionally, the firms and subcontractor(s) responding to this RFP will not provide any gifts, meals, transportation, materials or supplies or any items of value or donations to or on behalf of any SFMTA staff member from the date the RFP is issued to the date when the contract award is approved by the Board of Directors of SFMTA and if required, by the San Francisco Board of Supervisors.

All lobbyists or any agents representing the interests of proposing prime contractors and subcontractor(s) shall also be subject to the same prohibitions.

An executed Attestation of Compliance (Appendix F) certifying compliance with this section of the RFP will be required to be submitted signed by all firms and named subcontractor(s) as part of the response to the this RFP. Any proposal that does not include the executed Attestation of Compliance as required by this section will be deemed non-responsive and will not be evaluated.

Any proposer who violates the representations made in such Attestation of Compliance, directly or through an agent, lobbyist or subcontractor, will be disqualified from the selection process.

**P. Resource Conservation**

All documents submitted in response to this RFP must be on recycled paper and printed on double-sided pages to the maximum extent possible unless otherwise required herein.

**VII. Contract Requirements**

**A. Standard Contract Provisions**

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination (§34 in the Sample Agreement included as Appendix E); the Minimum Compensation Ordinance (§43 in the Sample Agreement included as Appendix E); the Health Care Accountability Ordinance (§44 in the Sample Agreement included as Appendix E); the First Source Hiring Program (§45 in the Sample Agreement included as Appendix E); and applicable conflict of interest laws (§23 and §46) in the Sample Agreement included as Appendix E), as set forth in paragraphs B, C, D, E and F below.

**B. Nondiscrimination in Contracts and Benefits**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the HRC's website at [www.sfhrc.org](http://www.sfhrc.org).

**C. Minimum Compensation Ordinance (MCO)**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and

paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see §43 in the Sample Agreement included as Appendix E.

For the amount of hourly gross compensation currently required under the MCO, see [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco).

**D. Health Care Accountability Ordinance (HCAO)**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at [www.sfgov.org/olse/hcao](http://www.sfgov.org/olse/hcao).

**E. First Source Hiring Program (FSHP)**

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at [www.sfgov.org/moed/fsdp.htm](http://www.sfgov.org/moed/fsdp.htm) and from the First Source Hiring Administrator, (415) 401-4960.

**F. Conflicts of Interest**

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful proposer that the City has selected the proposer.

## **VIII. Protest Procedures**

### **A. Protest Of Non-Responsiveness Determination**

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **B. Protest of Contract Award**

Within five working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **C. Delivery of Protests**

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

San Francisco Municipal Transportation Agency  
1 South Van Ness Avenue, 7th Floor  
San Francisco, CA 94103  
Attention: Jason Gallegos  
[Jason.Gallegos@sfmta.com](mailto:Jason.Gallegos@sfmta.com)

## Appendix 1 Standard Forms

The requirements described in this Appendix are separate from those described in Appendix A.

Before the City can award any contract to a contractor, that contractor must file three standard City forms (items 1-3 on the chart). Because many contractors have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the RFP package. Instead, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a contractor cannot get the documents off the Internet, the contractor should call (415) 554-6248 or e-mail Purchasing ([purchasing@sfgov.org](mailto:purchasing@sfgov.org)) and Purchasing will fax, mail or e-mail them to the contractor.

If a contractor has already filled out items 1-3 (see note under item 3) on the chart, **the contractor should not do so again unless the contractor's answers have changed.** To find out whether these forms have been submitted, the contractor should call Vendor File Support in the Controller's Office at (415) 554-6702.

If a contractor would like to apply to be certified as a local business enterprise, it must submit item 4. To find out about item 4 and certification, the contractor should call Human Rights Commission at (415) 252-2500.

Item	Form name and Internet location	Form	Description	Return the form to; For more info
1.	Request for Taxpayer Identification Number and Certification  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">www.sfgov.org/oca/purchasing/forms.htm</a>  <a href="http://www.irs.gov/pub/irs-fill/fw9.pdf">www.irs.gov/pub/irs-fill/fw9.pdf</a>	W-9	<b>The City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.</b>	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102  (415) 554-6702
2.	Business Tax Declaration  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">www.sfgov.org/oca/purchasing/forms.htm</a>	P-25	All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102  (415) 554-6702

## RFP for Advertising on San Francisco Municipal Transportation Agency Property

Item	Form name and Internet location	Form	Description	Return the form to; For more info
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">www.sfgov.org/oca/purchasing/forms.htm</a> –  In Vendor Profile Application	HRC-12B-101	Contractors tell the City if their personnel policies meet the City’s requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. <b>Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.</b>	Human Rights Comm. 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500
4.	HRC LBE Certification Application  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">www.sfgov.org/oca/purchasing/forms.htm</a> –  In Vendor Profile Application		Local businesses complete this form to be certified by HRC as LBEs. Certified LBEs receive a bid discount pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified by HRC by the proposal due date.	Human Rights Comm. 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500

### Where the forms are on the Internet

#### Office of Contract Administration

Homepage: [www.sfgov.org/oca/](http://www.sfgov.org/oca/)  
Purchasing forms: Click on “Required Vendor Forms” under the “Information for Vendors and Contractors” banner.

#### Human Rights Commission

HRC’s homepage: [www.sfhrc.org](http://www.sfhrc.org)  
Equal Benefits forms: Click on “Forms” under the “Equal Benefits” banner near the bottom.

LBE certification form: Click on “Forms” under the “LBE” banner near the bottom

**PROPOSER** \_\_\_\_\_ **PROPOSAL DUE DATE SUBMISSION**

**PROPOSER** \_\_\_\_\_ **PROPOSAL DUE DATE SUBMISSION**

NAME OF FIRMS, ADDRESS, TELEPHONE NO. AND CONTACT PERSON; FEDERAL I.D. NO. (or STATE I.D. NO.)	DBE/LBE/SBE		NON- DBE/LBE/SBE		SCOPE OF WORK & CERTIFICATIO N TYPE & CERT. NO.	% OF PROJECT WORK	ANTICIPATED DOLLAR VALUE OF PARTICIPATION
	MALE	FEMALE	MALE	FEMALE			
				Total D/L/SBE (Male )			
Name & Signature: Authorized Officer of Consultant Firm (Print or Type)				Total D/L/SBE(Female)			
				Total Non-SBE (Male )			
Date				Total Non-SBE(Female)			

**PROPOSER**\_\_\_\_\_

**APPENDIX A  
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY  
QUESTIONNAIRE  
NONDISCRIMINATION REQUIREMENTS**

**Professional or Technical Services**

**Instructions**

1. Please complete and return the attached Nondiscrimination Questionnaire, Workforce Data forms and Participation Form with a copy of your entire proposal directly to the SFMTA.
2. Please complete the questionnaire for the office that will ultimately perform the project work.
3. The questionnaire must be completed by:
  - a. All prime consultants
  - b. All joint venture partners and subconsultants
4. Support firms (e.g., printers, photographers, etc.) need not complete any part of the questionnaire.
5. Approved State or Federal Nondiscrimination Programs may be substituted for those items where the information requested in the questionnaire is identical to that contained in the State or Federal Programs.
6. If the questionnaire(s) is/are not correctly and fully completed, SFMTA will not consider your proposal. For firms selected as finalists, all DBE/LBE/SBEs participating in the project must be certified prior to contract award.



## APPENDIX A

### SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY QUESTIONNAIRE ON RECRUITMENT, HIRING, AND TRAINING PRACTICES FOR CONSULTANTS

**NOTE: The term "minority" refers to the following groups: American Indian or Alaskan Native, Asian or Pacific Islander, African-American, Filipino, and Hispanic.**

(Please answer all questions. Use additional sheets if necessary.)

**Name of Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_  
Location of Company Workforce (Check one):

\_\_\_\_\_ San Francisco

\_\_\_\_\_ Other Location, provide address:

- \_\_\_\_\_  
\_\_\_\_\_
1. Name, title, telephone number of company official at the establishment who is responsible for recruitment and hiring and who will provide information concerning this matter.
  2. Name, title, and telephone number of senior managing official at the establishment if not the person named in the answer to question 1.
  3. Describe briefly the basic business activity at the establishment (i.e., identify the product produced or the services performed.)

4. Describe briefly how employees at various levels are hired (see Workforce Breakdown #8).

A. Technicians and/or others.

B. Support Staff (accounting, reception, and clerical).

5. Describe in full, Nondiscrimination programs in the past two years. (Consultants may submit one (1) copy of their Nondiscrimination Program directly to SFMTA Contract Compliance Office, One South Van Ness Ave., 3rd Floor, San Francisco, CA 94103, (415) 701-4443.

-- Participation in training programs.

--- Participation in apprenticeship programs.

-- Participation in any summer hire program or own program.

-- Paid educational leave or tuition to improve skills and level.

-- Participation in scholarship fund.

-- Participation in clerical training programs.

-- Participation in "other" programs.

6. If minorities and/or women are underutilized explain steps to ensure the firm is not discriminating.
7. Describe joint ventures or subconsulting arrangements in past projects. If there is a company policy on this issue, include it.
8. Complete workforce breakdown. (Separate form, Page SBE-6.)
- 8a. Hires in last 12 months. (Complete separate form, Page SBE-7.)

# Appendix A: Workforce Data SPREADSHEET #1

Please fill out this workforce breakdown

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_

EMPLOYEE * CATEGORIES	TOTAL EMPLOYEE		AFRICAN AMERICAN		HISPANIC		ASIAN/ PAC. ISL.		AMER. IND./ ALAK. NTV.		TOTAL MINORITY		PERCENTAGE WHITE		PERCENTAGE MINORITY	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officials																
Managers																
Professionals																
Technicians																
Admin. Support																
Trainees																
Others																
Full-time																
Part-time																
<b>TOTAL</b>																

3/30/95 \* If the list of occupations on the left side of the workforce data form does not match your occupation titles, please modify the data form to indicate occupations peculiar to your organization.

COMPLETED BY Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Attachment 1: WORKFORCE DATA SPREADSHEET #2

Hires in last 12 months

Name of firm: \_\_\_\_\_

EMPLOYEE CATEGORIES	TOTAL EMPLOYEE		AFRICAN AMERICAN		HISPANIC		ASIAN/ PAC. ISL.		AMER. IND./ ALAK. NTV.		TOTAL MINORITY		PERCENTAGE WHITE		PERCENTAGE MINORITY	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officials																
Managers																
Professionals																
Technicians																
Admin. Support																
Trainees																
Others																
Full-time																
Part-time																
TOTAL																

COMPLETED BY Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX B

### BUSINESS TAX

#### Business Registration Certificate Requirement



Unless you have previously submitted this form, failure to complete the Declaration on the reverse and return this form to the Office of Contract Administration (OCA) with your bid will be a basis for rejection of the bid, and OCA will assume that your company does not intend to apply for a Business Registration Certificate.

##### General

To receive an award, a vendor must have a current Business Registration Certificate or else not be required to register. The registration fee is \$25, \$150, \$250 or \$500, depending on the type and size of your business. The fee (except the \$25 fee) is pro-rated for new registrations, depending on when during the year you started your business in San Francisco, and is based on estimated tax liability for your payroll expense. To determine the registration fee due, you can check the website at <http://sfgov.org/tax/>. In addition, every business "conducting business in San Francisco" must file a combined Payroll Expense Tax Statement and Business Registration renewal on an annual basis. Businesses with a computed tax of \$2,500 or less are exempt from paying payroll expense tax if the statement is filed on time.

##### Who must obtain a registration certificate?

Any business located, or conducting business, in San Francisco.

##### What is "conducting business in San Francisco"?

Briefly, it means engaging in business in San Francisco, having met one or more of questions 1-7 on the reverse specifically relate to "conducting business."

##### Are there exceptions?

Yes. A person receiving rental income solely from a cooperative housing corporation, or a residential structure of less than 4 units, or a residential condominium, shall not be deemed to be engaging in business.

My business is not located in San Francisco. Is a registration certificate still required?

Yes, if the business "conducts business in San Francisco" All businesses, including those which do not "do business in San Francisco" but excluding government agencies, must sign and return the Declaration.

##### What's involved in obtaining a registration certificate?

Obtaining a certificate is easy, but not automatic. Once the Tax Collector receives an application, the office must check the payment status of other taxes (Unsecured Personal Property Tax, Payroll/ Business Tax) and licenses or permits. If any tax or license/permit fee is delinquent, the certificate cannot be issued. Only when all taxes and fees are paid in full will the certificate be issued.

##### Where do I obtain the certificate?

At the Tax Collector's Office. You would obtain an application form from, and submit it and the registration fee to:

Tax Collector's Office, Taxpayer Assistance  
City Hall, Room 140  
San Francisco, CA 94102-4696

Do Company Divisions, Parents and Subsidiaries have to register separately?

That depends on a company's individual situation. Contact the Tax Collector at (415) 554-6718 or 554-4400 for more information.

##### Can I do business with the City without a certificate?

Not if you "conduct business in San Francisco." The City can make purchases from businesses only in the following situations:

- The business conducts business in San Francisco and has registered.
- The business does not conduct business in San Francisco and has signed the Declaration.
- The business is non-profit and tax-exempt, has signed the Declaration and has submitted an IRS exemption letter.
- The business is a government agency, bank, insurance company, or other listed exemption.
- There is an emergency. Although OCA can award the contract, the vendor may be subject to business taxes and required to possess a certificate.

These requirements cover service contracts, construction contracts and product purchases.

##### What if my application is pending during a bid evaluation?

If you are the low bidder on a City contract, and have applied for the certificate but your application has not yet been approved, the City may make the award to you if you sign the Declaration. If you have a receipt from the Tax Collector for the registration fee, submit a **copy** of the receipt with this form.

##### What if I currently "do not conduct business in San Francisco," but if I win this bid, I will register?

You may answer the questions based on your current status, and you should not register at this time. If you win the bid, you should register with the Tax Collector.

#### For more information

For information on how to apply for the certificate, call the Tax Collector's Office. For information on your eligibility to receive a particular award, call OCA. See the bottom of the reverse of this form.

#### Completing the Declaration; Failure to do so

Unless you previously submitted this form, complete the Declaration and, if possible, return it **with your bid or quotation** in the envelope provided. If you submit this form separately, see the mailing address under "Routing" near the bottom of the reverse of this form.

If you do not complete and return this form, that will be a basis for OCA's rejecting the bid, and for assuming that your company should register but will not and therefore that the City cannot do business with you.

#### If you submitted this form previously

If you submitted this form for an earlier transaction, and if your business tax status has not changed, please discard this form.

Please answer Yes or No to Questions 1-7, based on your company's situation **as of now**. If any answers would change if your company won a bid that is pending, you may submit a new form later.

#### Conducting Business in San Francisco

Yes No

This person, business, or person's or business's employee:

- |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> <input type="checkbox"/> | 1. Maintains, owns or leases a fixed place of business within San Francisco.                                                                                                                                                                                                                                                                                                                                                                             |
| <input type="checkbox"/> <input type="checkbox"/> | 2. Regularly maintains a stock of tangible personal property in San Francisco for sale in the ordinary course of business.                                                                                                                                                                                                                                                                                                                               |
| <input type="checkbox"/> <input type="checkbox"/> | 3. In the ordinary course of business, employs or loans capital on property within San Francisco.                                                                                                                                                                                                                                                                                                                                                        |
| <input type="checkbox"/> <input type="checkbox"/> | 4. Solicits business, performs work, or renders services within the City on a regular bases for all or part of any seven or more separate days during one year (e.g., 4 employees in San Francisco for 2 days each constitute 8 separate days, and require a "yes" answer to this question). If a manufacturer does not conduct business in San Francisco but the manufacturer's independent representative does, only the representative must register. |
| <input type="checkbox"/> <input type="checkbox"/> | 5. Exercise corporate or franchise powers within the                                                                                                                                                                                                                                                                                                                                                                                                     |

RFP for Advertising on SFMTA Property

City for

the benefit of the person.

- |                                                   |                                                                                                                                                                                                |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> <input type="checkbox"/> | 6. Liquidate a business when the liquidators hold themselves out to the public as conducting a liquidated business.                                                                            |
| <input type="checkbox"/> <input type="checkbox"/> | 7. Utilize the streets within the City and County of San Francisco in connection with the operation of motor vehicles for business purposes for all or part of any seven days during one year. |

If you answered "no" to all Questions 1-7, ordinarily you are not conducting business in San Francisco, need not register with the Tax Collector and may omit items 8-15 following, but you must sign and return this Declaration. However, this is subject to review by the Tax Collector. **If you answered "yes" to any of the questions**, you must answer the remaining questions in this Declaration and, unless an exemption applies, **must register**.

### Tax-Exempt Businesses, Banks, Insurance Companies, Others

If you answer Yes to any of items 8-12, you still need to register but need not pay the registration fee. To register, you must submit proof of tax-exempt status to the Tax Collector, with other forms. Proof is usually an exemption letter from the IRS, noting §501(c) or (d) of the Internal Revenue Code. Also, submit this form and proof of tax-exempt status to the Office of Contract Administration (OCA).

Yes No

- \_\_\_ 8. This business is non-profit, tax-exempt.
- \_\_\_ 9. This business is a bank or an insurance company. (If Yes, indicate your type of business: \_\_\_\_\_)
- \_\_\_ 10. This business owner is visually impaired as licensed under Ch. 6A, Title 12 USC and Art. 5, Ch. 6, Part 2, Div. 10 of the CA Welfare & Institutions Code.
- \_\_\_ 11. This business is a skilled nursing facility licensed under Title 22, CA Admin. Code, Div. 5.

### Applying for a Business Registration Certificate

If you answered "yes" to any of Questions 1-7, and "no" to Questions 8-11, check item 12, 13, or 14 and complete any applicable blanks. If no item is checked, or if the Declaration is not signed, this will constitute a basis for OCA to reject the bid.

- \_\_\_ 12. This company has registered with the Tax Collector. Certificate # \_\_\_\_\_ (6 digits, e.g., "123456").
- \_\_\_ 13. This company applied for a Certificate by mailing the application

I understand that my representation, if any, that I am not engaged in business in San Francisco is subject to review by the Tax Collector. If the Tax Collector determines that I am conducting business in San Francisco, the City may either cancel the contract or withhold payment ten days after written notification by the Tax Collector. I declare (or certify) under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_,

(City) (State)

\_\_\_\_\_  
Name of Company (please print)

\_\_\_\_\_  
General Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Signatory (please print)

Remit Address

RFP for Advertising on SFMTA Property

and fee to the Tax Collector, or by submitting the

application in

person, on \_\_\_\_\_, 20\_\_\_\_. The

application is pending.

(NOTE: Completing this Declaration is not the

same as applying

for a Certificate.) If you submitted the

application in person,

please submit with this Declaration a copy of the

fee receipt you

received from the Tax Collector.

- \_\_\_ 14. This company does not intend to apply for a certificate, although we do "conduct business in San Francisco."
- \_\_\_ 15. This company currently does not need to register (answered "NO" to questions 1-7) but if awarded a bid, questions # \_\_\_\_\_ would be answered "YES" and this company will register.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

### Routing

If you are registering, obtain an application from the Tax Collector's website (<http://sfgov.org/tax/>). **Do not send this P-25 form to the Tax Collector.** We encourage you to send this form **with your bid or quotation** in the envelope provided. If you submit this form separately, send it to: Office of Contract Administration, Business Tax Compliance, City Hall, Room 430, San Francisco, CA 94102-4685. If you submitted this form previously and if your business tax status has not changed, discard this form.

### For more information

Regarding how to apply for a certificate, call the Tax Collector at (415) 554-6718 or (415) 554-4400. Regarding a bid, call the OCA at (415) 554-6743.

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Remittance Address, if different



## Appendix C – 1 Transit Vehicles

Approximate total fleet count: 1,077 vehicles\* (fleet defined as vehicles):

Distributed among 5 distinct vehicle types:

1. 511 Diesel Buses
2. 331 Trolley Buses
3. 151 Breda Light Rail Vehicles
4. 40 Cable Cars
5. 44 Historic Streetcars

\*(numbers include 51 reserve diesel coaches)

These numbers are subject to change.

Transit Vehicle advertising opportunities include but are not limited to the following options:

- Fully and or partially wrapped exterior with interior concepts



- Interior and Exterior panel advertising (all exterior sides, including the roof)



- Wholly and partially covered buses





- Advertising on the floor, seats, window stickers, TransitTV on all vehicles (i.e. Concept trains)







- Window and Door Panels



- Hangers/Grabbers



## Appendix C – 2 Parking Garages

Inventory consists of the following:

**19 facilities: Approximately 5,393,793 square feet (includes commercial space); 13,505 Stalls**

	<b>PARKING GARAGES</b>	<b>ADDRESSES</b>	<b># Stalls</b>	<b>Approx. Square Feet</b>
<b>1</b>	<b>GOLDEN GATEWAY</b>	250 Clay Street, 94111	1,095	226,800
<b>2</b>	<b>LOMBARD STREET</b>	2055 Lombard Street, 94123	205	85,260 (parking) plus 14,437 (commercial)
<b>3</b>	<b>MISSION - BARTLETT</b>	3255 21st Street, 94110	350	113,759
<b>4</b>	<b>MOSCONE CENTER</b>	255 Third Street, 94103	732	255,444 (parking) plus 4,317 (commercial)
<b>5</b>	<b>NORTH BEACH</b>	735 Vallejo Street, 94133	203	82,402 (parking)
<b>6</b>	<b>PERFORMING ARTS</b>	360 Grove Street, 94102	598	213,564 (parking) plus 4,836 (commercial)
<b>7</b>	<b>POLK - BUSH</b>	1399 Bush Street, 94109	129	73,860 (parking) plus 3,700 (commercial)
<b>8</b>	<b>S.F. GENERAL HOSPITAL</b>	2500 24th Street, 94110	807 (Garage) plus 850 (Lots)	480,000 (garage)
<b>9</b>	<b>FIFTH &amp; MISSION</b>	833 Mission Street, 94103	2585	990,000 (parking) plus 26,000 (commercial)
<b>10</b>	<b>VALLEJO STREET</b>	766 Vallejo Street, 94133	163	70,760
<b>11</b>	<b>1660 MISSION</b>	1660 Mission Street, 94103	59	28,000
<b>12</b>	<b>20 HOFF STREET</b>	20 Hoff Street, 94103	98	17,284
<b>13</b>	<b>SUTTER-STOCKTON</b>	444 Sutter Street, 94108	1865	745,000 (parking) plus 30,000 (commercial)
<b>14</b>	<b>JAPAN CENTER</b>	1610 Geary Boulevard, 94115	920	352,100 (parking) plus 1,799 (commercial)
<b>15</b>	<b>ELLIS &amp; O'FARRELL</b>	123 O'Farrell Street, 94108	950	314,549 (parking) plus 10,978 (commercial)

The following include parking garages under Recreation and Park Department jurisdiction but managed by the SFMTA Parking Authority, and are included as part of the collective advertising inventory:

	PARKING GARAGES ADDRESSES		# Stalls	Approx. Square Feet
16	UNION SQUARE	333 Post Street, 94108	985	423,780 (parking) plus 220 (commercial)
17	PORTSMOUTH SQUARE	733 Kearny Street, 94108	504	223,000
18	CIVIC CENTER PLAZA	355 McAllister Street, 94102	843	355,674
19	ST. MARY'S SQUARE	433 Kearny Street, 94108	414	245,445 (parking) plus 825 (commercial)

Advertising opportunities include but are not limited to the following:

- Gate Arm Advertising



- Wall Advertising





- Full Elevator Wraps



- Ramp Way Advertising





- **Stairway Advertising**



- **Stairway Advertising Panels**



- **Pedestrian Motion Panel Advertising**



- **Landmarks: large back-lit displays feature in prominent headwall sites located in parking facilities**



- **Facility Back Light Panels in Walkways**



- **Planter Boxes**



- **Parking Concourse Concept Walls (multi-sticker walls)**



- **Elevator Video Screen Advertising**



- **Escalator Advertising**







Viewable from multiple angles



- Digital Video Screens at Central Cashiers Locations



- Indoor Digital Advertising Billboards Network Linked to all Parking Facilities



- **Parking Facility Concourse Floor Advertising**



- **Print billboards & Creative Walls Wraps**



- **Other opportunities include: Concessions; Electronic kiosks; Projection Advertising\***

\*Interior wall space - Images are illuminated on the interior walls of buildings



## Appendix C – 3 Tunnel and Facilities

### Twin Peaks Tunnel and SFMTA Facilities – Other Advertising Opportunities

Muni Facility	Location	Est. Size (sq. ft.)
Twin Peaks Tunnel	Tunnel egress between Twin Peaks and West Portal stations	Approx. 1 mile
Kirkland Division	Block bounded by Stockton, Powell, Bay, North Point	113,437
Woods Division	22 <sup>nd</sup> and Indiana Streets	361,953
Flynn Division	15 <sup>th</sup> and Harrison Streets	268,872
Islais Creek Division	Cesar Chavez and Indiana Streets	(~8.3 acres)
Potrero Division	Mariposa between Bryant and Hampshire Streets	192,000
Presidio Division	Geary Blvd at Presidio Avenue	235,550
Green Division	San Jose Ave between Geneva & Ocean Aves	334,802
Green Annex	425 Geneva Avenue	See Green Division
Geneva Yard and Shop	Southeast corner of Geneva & San Jose Avenues	106,675
Cable Car Barn	120 Mason Street, at Washington St.	39,646
Metro East	25 <sup>th</sup> and Illinois Streets	~13 acres
Central Control	171 Lenox Way	Beneath West Portal Playground
Scott Division	Harrison Street between 15 <sup>th</sup> & Alameda Streets	31,115
Overhead Lines Facility	1401 Bryant Street	48,000
Power Control Center	2502 Alameda Street	
700 Pennsylvania	Pennsylvania Ave at 22 <sup>nd</sup> Street	88,470
Burke Avenue Facility	1570-1580 Burke Avenue	103,231
T-Line Substation	Keith Street & LeConte Ave.	48,816

## Appendix C – 4 Fare and Parking Media

(Print advertising located on the backs of the following fare and parking media)

1. Cable Car Tickets
2. Passports
3. Fast Passes
4. Parking Tickets
5. Translink SmartCards
6. Residential Parking Permits





## Appendix C – 5 Signage

### Public Display Destination Signs (PDSS) & Above Ground Overhead Electronic Message Board

1. 108 PDSS signs at existing subway platforms (6 per platform, 2 platforms per station, 9 stations)
2. Future Central Subway Signage: 48 PDSS in total (4 underground stations, 12 per station)

#### Sticker PDSS Signs



3. Above Ground LCD Variable Message Board in SFMTA exclusive right of ways and or appropriately attached to other SFMTA property





## Appendix C – 6 Information Kiosks



## Appendix C – 7 Other Advertising Opportunities

- Travolator (Central Subway)



- Station Domination (Central Subway) or Parking Facility Domination – Includes platforms, travolators, etc.



- Platform Deck Entry-Way (Central Subway)



- **Facility Light-Boxes in Central Subway and Parking Facility Walkways**



- **Pillar Stickers**



- **Media Platform Vending Machines**



- **Station/Facility Bulkheads (future Central Subway)**





- **Ticket Gateways (Future Central Subway System)**



- **SFMTA Websites**
- **Station Benches**



- **Other non-revenue SFMTA vehicles**
- **SFMTA sales locations, including ticket booths and SFMTA Customer Service Center**

## **Appendix D-1**

### **Transit Shelter Agreement**

The structures covered by the Transit Shelter Agreement include all infrastructure and facilities required to be constructed, installed or maintained pursuant to the Transit Shelter Agreement including but not limited to Shelters, Kiosks, Boarding Platforms, Signal Control Covers, Transit Stop Poles, and, if required to be installed, Station Canopies and equipment installed under the Bicycle-Sharing Program (all as defined in the Transit Shelter Agreement).

## **Appendix D-2**

### **MTA Advertising Policy Effective October 16, 2007**

Advertising on Municipal Transportation Agency ("MTA") property, or as authorized under any contract with the MTA, constitutes a nonpublic forum. No such advertisement shall:

- be false, misleading or deceptive;
- concern a declared political candidate or ballot measure scheduled for consideration by the voters in an upcoming election, or an initiative petition submitted to the San Francisco Department of Elections;
- appear to promote the use of firearms;
- be clearly defamatory;
- be obscene or pornographic;
- advocate imminent lawlessness or violent action;
- promote alcoholic beverages or tobacco products;
- infringe on any copyright, trade or service mark, title or slogan;

In addition, all advertisements on MTA property or as authorized under any MTA contract shall include the following language: "The views expressed in this advertisement do not necessarily reflect the views of the San Francisco Municipal Transportation Agency."

Any pilot programs or experimental advertisements must be submitted and approved by the MTA Executive Director/Chief Executive Officer at least sixty (60) days prior to implementation.

This policy shall be effective upon adoption but shall not be enforced to impair the obligations of any contract in effect at the time of its approval. It shall be incorporated into any new contract for advertising on MTA property including any new contract for advertising on transit shelters effective on or after December 7, 2007.

The MTA Board of Directors reserves the right to amend this policy at any time with written notice to any affected advertising contractor.

MTA contracts granting advertising rights shall include this Policy as an attachment and must require the following:

- The contractor must comply with the advertising standards set forth in this Policy, as they may be amended from time to time.
- The contractor must display only those advertisements that are in compliance with this Policy.
- The contractor must promptly remove any advertisements that are in violation of this policy upon written demand by the MTA Executive Director/Chief Executive Officer, in conformity with state and federal law.

## **Appendix D-3**

**SFMTA's First Supplemental Muni/BART  
Joint Station Maintenance Agreement  
dated July 1, 1986  
with the San Francisco Bay Area Rapid Transit District (BART)**

**and**

**Professional Services Agreement dated as of June 12, 2008 between  
BART and Titan Outdoor LLC**

**The appendices D-3 are not attached but a copy of each is available through  
SFMTA's RFP contact person, Jason Gallegos at [Jason.Gallegos@sfmta.com](mailto:Jason.Gallegos@sfmta.com)**



**Appendix E**  
**Contract Terms and Conditions**  
**See Following Pages**

**City and County of San Francisco  
Municipal Transportation Agency  
1 South Van Ness Avenue  
San Francisco, California 94103-1267**

**Agreement between the City and County of San Francisco and**

**[insert name of contractor]**

This Agreement is made this **[insert day]** day of **[insert month]**, 2008, in the City and County of San Francisco, State of California, by and between: **[insert name and address of contractor]**, hereinafter referred to as “Contractor,” and the City and County of San Francisco, a municipal corporation, hereinafter referred to as “City,” acting by and through its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing.”

**Recitals**

WHEREAS, the San Francisco Municipal Transportation Agency (“SFMTA” or “Department”) wishes to grant certain advertising rights on SFMTA properties; and,

WHEREAS, a Request for Proposal (“RFP”) was issued on **[insert date]**, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by City as set forth under this Contract; and,

Now, THEREFORE, the parties agree as follows:

**1. DEFINITIONS**

**1.1. Advertisement.** Any combination of numerals, letters, words, models, banners, emblems, insignia, symbols, devices, lights, trademarks, service marks, sounds, textures, odors or other perceptible representation intended to call attention to any person, firm, group, organization, place, commodity, product, service, business, profession, enterprise or industry.

**1.2. Advertising Contract.** A contract between Contractor and its advertisers, clients, customers or agents to display or distribute Advertisements on Advertising Space.

**1.3. Advertising Space.** Any surface or portion thereof that is subject to this Agreement and is approved by SFMTA for the placement of Advertisements.

**1.4. Agreement.** This contract, all referenced Exhibits to this contract, the RFP and the Proposal, in that order of precedence, all of which are incorporated by reference in this Agreement as though fully set forth.

**1.5. Annual Financial Report.** The report required to be submitted under Section **11.2**.

**1.6. Annual Revenue Share.** The amount payable to SFMTA as determined by applying the revenue share percentage listed in Table 5.1 to the Gross Revenues for the previous Fiscal Year.

**1.7. Calendar Year.** The period of time beginning January 1 and ending December 31 of a particular year.

**1.8. Carryover Contract.** Any Advertising Contract that is assigned to Contractor by City as of the Effective Date of this Agreement until the expiration of the original term of the Advertising Contract, and any Advertising Contract entered into by Contractor with an expiration date later than the termination of this Agreement.

**1.9. City.** The City and County of San Francisco, a municipal corporation.

**1.10. Consumer Price Index, CPI.** Consumer Price Index distributed by the Bureau of Labor Statistics (BLS) for the Consolidated Metropolitan Statistical Area (CMSA) covering San Francisco - Oakland - San Jose.

**1.11. Contract Year.** The period of time beginning July 1 and ending June 30 of a particular year.

**1.12. Days.** Unless otherwise specified, all references to the term "Days" refer to calendar days.

**1.13. Director.** The Director of Transportation of the San Francisco Municipal Transportation Agency or his or her designee.

**1.14. Effective Date.** [July 1, 2009].

**1.15. Fiscal Year.** July 1 through June 30.

**1.16. Graffiti.** Any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, Structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, Shelters, Kiosks, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" does not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

**1.17. Gross Billings.** All billings from the sale of Advertising Space or time by Contractor to its advertisers.

**1.18. Gross Revenues.** Total amounts received annually by Contractor in connection with the rights granted and duties performed under this Agreement.

**1.19. Infrastructure.** All infrastructure required to be constructed, installed or maintained pursuant to this Agreement, including but not limited to advertising display frames, displays, racks, space frames, advertising boards, projection equipment or any device that is for the purpose of displaying Advertisements.

**1.20. MAG.** The minimum annual guarantee payment required by Section XX of the Agreement.

**1.21. Monthly Payment.** An amount equal to 60% of Gross Billings for the preceding calendar month or the MAG, whichever is higher.

**1.22. Party; Parties.** The Parties to this Agreement are SFMTA and Contractor.

**1.23. Proposal.** The proposal submitted by Contractor in response to the City's Request for Proposals, dated [insert date of proposal].

**1.24. Records.** All documents created, received or maintained by Contractor in connection with performance under this Agreement, including, but not limited to, books, accounts, invoices, maintenance and service logs, database information, contracts, construction documents, payroll information, maintenance and service logs and other documents, whether or not kept in electronic format.

**1.25. Request for Proposals, RFP.** The Request for Proposals issued by the City on [date], attached hereto and incorporated by reference as though fully set forth.

**1.26. San Francisco Municipal Transportation Agency; SFMTA.** The Municipal Transportation Agency, an agency of the City and County of San Francisco established by San Francisco Charter Article VIIIA, or any successor agency.

**1.27. Total Required Payments.** The amounts that Contractor is required to pay to SFMTA pursuant to Sections 6.1.1 through 6.1.3 of this Agreement.

**1.28. Vehicles.** Municipal Railway diesel buses, electric trolley buses, alternative fuel buses, historic streetcars, light rail vehicles, and cable cars used for public transit.

## **2. TERM OF THE AGREEMENT**

The term of this Agreement shall be from July 1, 2009 to June 30, 2019. The SFMTA may, in its sole discretion, exercise two five-year options to extend this Agreement to June 30, 2024 and June 30, 2029, respectively.

## **3. GRANT OF ADVERTISING RIGHTS AND PRIVILEGES; LIMITATIONS**

### **3.1. Rights Granted**

City hereby grants to Contractor the exclusive right to place such advertising as may be authorized from time to time by City on and in Advertising Space subject to this Agreement. The rights granted by this Section 3 are subject to the condition that Contractor, in the exercise of the rights herein granted, will make best efforts sell Advertising Space and time to advertising clients. City warrants and represents only that Contractor shall have the exclusive right to place such advertising as may be authorized under this Agreement; City does not warrant or represent that any particular level of advertising, or advertising on all available Advertising Spaces, will be permitted under this Agreement.

### **3.2. License Granted**

In conjunction with the rights granted by this Section 3, and subject to all provisions of this Agreement and applicable law, the SFMTA grants to Contractor a license to install, maintain, repair or replace Infrastructure as necessary for the placement of advertising on Advertising Space subject to this Agreement, including Advertising Space in or on Vehicles when such vehicles are not in use, transit stations, buildings and facilities, and to access such properties for the purpose of installation, maintenance, repair or replacement of

Advertisements or Infrastructure, subject to any access restrictions communicated to Contractor in writing by SFMTA.

### **3.3. Rights Retained**

Contractor acknowledges that City intends to, and hereby does, retain and reserve all advertising rights that are not specifically granted by this Agreement, and that City may exercise such retained and reserved rights through a source other than Contractor. The rights retained and reserved by City include, but are not limited, to:

- 3.3.1** The right to place Advertisements on any SFMTA property that is not expressly made part of this Agreement;
- 3.3.2** The right to license or otherwise provide for the use of any trade name, trademark, or other identifying device or symbol used, owned, licensed or registered by City;
- 3.3.3** The right to display poster advertisements in Muni Metro stations, except for the rights granted herein to Contractor for the sale of transit information display advertising; provided, that nothing herein shall affect any rights Contractor has as a result of any prior contractual relationship with Bay Area Rapid Transit District;
- 3.3.4** The right to install electronic information displays with advertising in the Muni Metro stations and at Muni cable car stops and terminals;
- 3.3.5** The right to grant concessionaires the authority to advertise in Muni Metro stations, and on or in items sold by them on such premises;
- 3.3.6** The right to obtain corporate sponsorships of special events and exhibitions, provided that such advertising when posted does not obstruct Contractor's advertising;
- 3.3.7** Exclusive of all commercial advertising space referred to in this Agreement, the right, at SFMTA's expense, to place on Vehicles and within transit stations and other structures related to its transit system, informative material, including, but not limited to, timetables, "take-one" brochures, service notices, additional signs and other displays designed to encourage the use of its transit system. SFMTA reserves exclusive use of all 11" x 17" frames mounted on the rear-facing side of the bulkhead panel behind the operator's position, and, in articulated Vehicles, two additional 11" x 17" frames located near the trailer portion of the Vehicle. Such informative material shall be displayed in a manner that does not interfere with Advertisements placed by Contractor. SFMTA shall not sell such space to advertisers either directly or through any intermediary; and
- 3.3.8** The right to terminate the rights to any Advertising Space granted to Contractor pursuant to this Agreement upon which no Advertisement has been displayed for a period of 60 Days. Such partial termination shall require 60 Days' written notice by SFMTA, during which time Contractor may avoid partial termination by demonstrating to SFMTA that it has sold Advertisements on the subject Advertising Space prior to the date of SFMTA's notice of partial termination, or may provide SFMTA with a copy of an Advertising Contract for that Advertising Space with a term that begins no later than the 60<sup>th</sup> Day from the date of the SFMTA's notice of partial termination.

### **3.4. Initially Authorized Advertising**

In accordance with the exclusive advertising rights granted in this Section 3, City hereby authorizes advertising as set forth below.

### **3.4.1 Vehicle Advertising**

SFMTA initially authorizes Contractor to use the spaces on the Vehicles listed in Exhibit A for Vehicle advertising, subject to change in the sole and exclusive discretion of Director. The City reserves the right to negotiate with the Contractor the use of other Vehicles for advertising at a future date.

#### **(a) Vehicle Count and Description**

For Vehicle advertising, subject to change in the sole and exclusive discretion of Director, City initially authorizes Contractor to use the spaces on the Vehicles listed on Exhibit A. The City reserves the right to negotiate with the Contractor the use of other Vehicles for advertising at a future date. SFMTA will provide to Contractor a "Fleet Inventory Report" at the inception of this Agreement and on or about the first day of the month following the increase or decrease of Vehicle fleet by 200 Vehicles or more.

#### **(b) Wraps**

Vehicles may be wrapped so long as side windows are not covered. All Vehicle wrap Advertisements are subject to policies adopted by the SFMTA Board of Directors regarding wrap advertising. The SFMTA currently does not have a policy on wrapping side windows of Vehicles, but may adopt such a policy during the term of this Agreement. Wrap Advertisements shall not damage the Vehicles, their paint schemes or decal applications. Contractor shall reimburse City for any damage to Vehicles by reason of the application of any wrap Advertisements.

#### **(c) Guaranteed Space on Vehicles**

In each contract month, SFMTA shall have the right to the exclusive use of no more than 15% of Advertising Spaces on the exterior of Vehicles. SFMTA retains the right to use all interior Advertising Space on each Vehicle unless Contractor has sold the space. Contractor shall install, maintain and remove interior Advertisements for the SFMTA free of charge.

### **3.4.2. Transit Information Displays**

Contractor may utilize available Advertising Space and time on SFMTA transit information displays, including the Platform Display Sign System (PDSS). For PDSS advertising, City authorizes Contractor to use display advertisements on all PDSS equipment situated in Muni Metro stations as described below.

#### **(a) PDSS Description**

The Advertising Space available on the PDSS consists of two types of displays. The first type is an electronic display that utilizes light emitting diodes to transmit moving or flashing illuminated messages across an area that measures 2 inches by 36 inches. The second type of display is fixed and non-electrical, measuring 2 inches by 36 inches in size and occupying an opening located directly beneath the electronic display. Each PDSS unit has two such openings available for the display of fixed, non-electrical advertising.

#### **(b) PDSS Advertising Space and Time**

The electronic Advertising Space and time available on the Muni Metro PDSS will vary, since priority will be given to emergency messages, destination messages, operational messages (including, but not limited to, notices to passengers about changes in routes, schedules and fares, as well as procedures for loading and off-loading

passengers safely), and time clock information. Although City cannot guarantee that advertising messages will be displayed as scheduled, City will in good faith attempt to run all scheduled advertising messages. City shall have no liability for failure to run any such scheduled Advertisements.

**(c) PDSS Equipment and Maintenance**

Contractor shall maintain PDSS terminal equipment as specified by SFMTA in its San Francisco office. Contractor agrees, at its own cost and expense but using designated SFMTA personnel, to perform all maintenance work on the PDSS terminal equipment located in its offices, except to the extent said maintenance work is performed by the manufacturer pursuant to warranty. Contractor agrees to provide promptly all regular and special maintenance as specified in the PDSS owner's manual and as directed by authorized SFMTA maintenance personnel.

**(d) PDSS Ownership**

Contractor acknowledges City's ownership of the PDSS and all its components, and waives any right, title or interest therein. Upon termination of PDSS rights granted hereunder and within 24 hours after request by City, Contractor agrees to return the PDSS terminal equipment and all its components to City in the same condition as when received, ordinary wear and tear excepted. If Contractor is unable to return the PDSS terminal equipment and all components to City in the same condition as received, ordinary wear and tear excepted, Contractor shall pay to City an amount equal to the cost of obtaining new replacement equipment, and Contractor may keep the original equipment.

**3.5. Unsold Space**

**3.5.1. City's Use of Unsold Space**

By the first day of each month, Contractor shall provide a projection of all unsold Advertising Space anticipated over the next 60 Days to SFMTA in an electronic format. Notwithstanding the provisions of Section 3 of this Agreement, the City has the first option to use, for a minimum of 14 Days, any Advertising Space, at no charge to the City and for any public purpose, that has not been sold by Contractor. The City will be responsible for providing all printed posters ready for posting by Contractor. The SFMTA shall notify Contractor of the City's intention to use the unsold Advertising Space at least 30 Days prior to the date on which the City's use would begin. If Contractor is unable to deliver unsold Advertising Space for any reason after being notified of the City's intention to use unsold Advertising Space, and if the printed materials are time sensitive and cannot be reused, Contractor shall reimburse the City for all printing and design costs expended in anticipation of the City's use of that Advertising Space.

**3.5.2. Contractor's Use of Unsold Space**

To the extent that the City does not exercise its option to use unsold Advertising Space in accordance with Section 3.5.1, Contractor may use, at its sole cost and expense, available unsold Advertising Space: 1) for its own advertisements and promotion designed to increase the sale of Advertising Space, or 2) to display public service announcements provided by non-profit public, educational, and charitable organizations.

**3.5.3. Trades, Discounts and Space or Time Bonuses**

Contractor may barter or trade Advertising Space and/or time on unsold Advertising Space or time under the following conditions:

(a) Contractor must secure the prior written approval of the Director for each barter or trade.

(b) Contractor is prohibited from receiving compensation for such transactions except as otherwise expressly authorized by this Agreement.

(c) No Advertising Space or time bonus, discount or allowance shall be permitted without the prior written approval of the Director unless all the following conditions are met:

(i) The transaction must result in a direct financial benefit to SFMTA, and may not relate in any way to the sale of advertising on or with other transit systems or properties;

(ii) Contractor is prohibited from receiving any consideration or commission for any such Advertising Space or time bonus, discount or allowance other than payments from which City receives a cash percentage in accordance with Section 6 of this Agreement;

(iii) Each such space or time bonus, discount or allowance, together with the term and/or schedule of display, shall be clearly itemized with appropriate footnotes in Contractor's Advertising Contracts or on an equivalent form approved by the Director.

SFMTA may actively solicit trades, and Contractor shall cooperate with SFMTA in any such endeavor.

#### **3.5.4. Public Service Announcements**

Contractor shall have the right, at its own discretion, to display certain public, educational, charitable and editorial displays free of charge or at reduced rates in any Advertising Spaces not contracted for use by paid advertisers and not being used by the SFMTA or Contractor pursuant to this Section 3. In the event that Contractor collects revenues hereunder solely to cover direct costs for labor and materials for carding, installation, maintenance, and removal of such displays, such amounts shall not be included in the Gross Billings used to compute the percentage payment. Such freely donated or discounted advertising shall not, however, reduce the MAG payments hereunder.

#### **3.5.5. Advertising Space Subject to Change**

Contractor acknowledges and agrees that the available Advertising Space may vary from time to time for various reasons.

#### **3.5.6. Transportation Priority**

Contractor acknowledges and agrees that advertising, and the grant of advertising rights provided for in this Agreement, are incidental to the SFMTA's transportation business, which may undergo changes affecting the advertising rights granted. SFMTA will have no liability to Contractor for any change in its routes, in the number of transit vehicles operated by it, in ridership, or for any other change affecting the level or scope of advertising authorized by SFMTA.

#### **3.5.7. Use of Advertising Space**

Contractor may not use Advertising Space for any purpose other than those expressly provided in this Agreement.

#### **3.5.8. No Damage to City Property**



Contractor and its subcontractors may not damage City property. The use of exterior advertising display frames or similar hardware and adhesive decals such as "Control-TAC" or its equivalent shall not damage the paint schemes or decal applications of Vehicles, or any surface of any Advertising Space. If in the course of its activities under the Agreement Contractor or any of its employees or subcontractors damages any property belonging to City, Contractor shall compensate the City for the full extent of its losses resulting from the damage. At City's option, City may require Contractor to repair any such damage.

### **3.5.9. Nuisances**

Contractor shall conduct its activities under this Agreement in a manner that does not constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to City, or to the public.

## **4. OWNERSHIP, INSTALLATION AND MAINTENANCE**

### **4.1. Installation and Ownership Rights**

Contractor, at its own expense, shall:

**4.1.1.** Furnish all new Infrastructure of the size currently in use, or of a size and type as may be agreed upon by City and Contractor, as is required either to replace presently existing Infrastructure, to add to the existing Infrastructure or to construct new Infrastructure in new locations. Contractor shall reimburse City for any such Infrastructure installed at City's expense by a factory supplier of new or rebuilt vehicles or other supplier. Contractor hereby acknowledges and agrees that City owns and has full title to any and all Infrastructure including, but not limited to, that which is now or hereafter affixed to any Vehicle or any other SFMTA property subject to this Agreement.

**4.1.2.** Place all Advertisements in a clean, safe, and first-class condition, and shall maintain or replace Advertisements as needed.

**4.1.3.** Erect all Infrastructure and insert all Advertisements in accordance with any schedule approved by SFMTA, or if no schedule is approved, whenever possible at hours of minimum passenger, visitor and employee activity within SFMTA facilities.

### **4.2. Maintenance**

Contractor shall continuously maintain Infrastructure in a clean, safe, and first-class condition during the entire term of this Agreement, and shall maintain or replace all Infrastructure as needed.

### **4.3. Inspection and Clean-up**

Contractor must inspect each Advertisement at least once per week. Contractor shall make more frequent inspections if conditions warrant. In the course of each inspection of an Advertisement, Contractor shall remove all Graffiti, stickers, posters, dust and dirt from each Advertisement.

### **4.4. Repair**

Except as otherwise provided in this Section, within 48 hours of notification by the public or by City or discovery by Contractor, Contractor shall repair any damage, including, but not limited to, damage from vandalism or Graffiti, found on any Advertisement or advertising Infrastructure. Contractor shall repair, replace or remove, as appropriate, any damage to an Advertisement or Infrastructure that is of a hazardous nature,

#### **4.5. Removal of Advertisements**

Contractor agrees to remove Advertisements as expeditiously as practical after the expiration of each Advertising Contract, and in no event later than 30 Days after expiration of any such Advertising Contract, so that no continuation or over posting of such Advertising Contract results in any loss of revenues to be generated under this Agreement except as provided for in Section 3.5.3.

#### **4.6. Use of City Forces**

If City at any time should elect to perform installation and maintenance and repair responsibilities through its own personnel on a permanent basis, then the Contractor will assign those responsibilities to City within 60 Days after the SFMTA has given written notice of such election. In that event, in addition to all other payments required hereunder, Contractor shall pay City at the time of the annual reconciliation the lower of (1) City's actual labor, materials and administrative costs for performing such installation and maintenance responsibilities for the Contract Year, or (2) Contractor's installation and maintenance costs for the last 12-month period during which Contractor performed these activities.

#### **4.7. Maintenance Plan**

Contractor shall perform maintenance in accordance with the standards of this Agreement and the terms of the maintenance and installation plan attached as Exhibit **[TBD]**.

#### **4.8. Remedies for Failure to Maintain or Repair**

In the event that Contractor fails to repair or maintain Advertisements within the time specified by SFMTA, SFMTA may, in its sole discretion, cause the repair or maintenance of said Advertisements or Infrastructure. Contractor shall pay SFMTA for its actual costs, including overhead costs, within 10 Days following receipt by Contractor of an invoice.

### **5. CONTENT OF ADVERTISEMENTS**

#### **5.1. Advertising Policy**

The SFMTA Board of Directors has adopted an Advertising Policy that prohibits certain types of advertisements. See Exhibit **[TBD]**. The Contractor agrees to comply with the advertising standards set forth in this policy. The SFMTA Board of Directors may unilaterally amend the policy, and SFMTA will provide to Contractor notice of any such amendments. Contractor is permitted to display only those Advertisements that are in compliance with SFMTA's policy. Upon written demand by the Director, Contractor agrees to promptly remove any Advertisements that are in violation of SFMTA's policy to the extent permitted by state or federal law.

#### **5.2. Disclaimers**

Contractor shall install a decal on each Advertisement that reads: "The views expressed in any advertisement do not necessarily reflect the views of the Municipal Transportation Agency." SFMTA will provide the decals and determine the locations on the vehicles where the decals shall be placed.

#### **5.3. Complaints**

Contractor shall install a decal on each Advertisement indicating that a member of the public may dial 3-1-1 to report any complaint about the physical condition of the Advertisement. The design of the decal and the location of the decal on the Advertisement will be subject to the prior approval of City. Each decal must provide unique identifying information for the Advertisement for the purpose of easy identification of the Advertisement that is the subject of a complaint or report. Current decals shall be replaced as needed to ensure accuracy and readability.

#### **5.4. Design Considerations and Use of Materials**

##### **5.4.1. General Considerations**

It is the intent of both City and Contractor to provide an advertising program that is effective and aesthetically pleasing and that will be beneficial to both Parties. The parties accordingly agree (A) to maintain throughout the term of this Agreement a continual liaison and exchange of plans and information to assure the successful implementation of the Agreement, and (B) to use materials and technology presently available or subsequently developed for all exterior and interior Advertisements that will enhance the appearance and image of SFMTA Vehicles, transit system and facilities and that will not detract from the transit system's color scheme and logo or damage the surface of Advertising Spaces, including the Vehicles' paint scheme or decal applications. City shall have the right to determine the number, type, and method of attachment and location of all advertising Infrastructure.

##### **5.4.2. Experimental Displays**

Contractor may experiment with new advertising materials, displays and designs whenever possible. SFMTA and Contractor shall coordinate on the type and extent of such experimental projects, and their schedule and term; however, Contractor shall not proceed with such experimental projects until authorized by SFMTA. During the term of these projects, the sales and inventory value of such experimental displays shall not be used to recalculate the MAG, unless and until the SFMTA authorizes any such display on a non-experimental basis. Revenue from these displays may, however, be used as a credit towards meeting the MAG.

##### **5.4.3. Cable Car Displays**

All advertising on cable cars shall be in conformity with the character, style, and design of such Vehicles, and be subject to the approval of the Director.

### **6. PAYMENTS**

#### **6.1. Payments by Contractor to City**

During the term of this Agreement, Contractor shall pay to City the amounts listed below, without any deduction or offset whatsoever. Payments shall be made electronically in accordance with wiring or other remittance instructions provided in writing by City.

##### **6.1.1. Administrative Payments**

No later than 30 Days after the Effective Date and no later than July 1 of each year thereafter during the term of the Agreement, Contractor shall pay SFMTA a minimum of \$500,000 ("base rate"), as escalated each year by the percentage change in the most recently published 12 month average CPI.

##### **6.1.2. Marketing Support**

No later than 30 Days after the Effective Date and no later than July 1 each year thereafter during the term of the Agreement, Contractor shall contribute \$250,000 to the SFMTA, plus \$400,000 in media and/or services, either provided directly to the SFMTA or purchased for the use of the SFMTA, as escalated each year by the percentage change in the most recently published 12 month average CPI of the Bay Area.

#### **6.1.3. Minimum Annual Guarantee (MAG)**

Based on the minimum Gross Revenues in the previous Fiscal Year, Contractor shall pay to the SFMTA, in 12 equal installments due on the first business day of each month, the greater of:

- (a) The MAG amount set forth in Table 6.1.3 below; or
- (b) 60% of the Contractor's annual gross revenues earned in connection with the rights to advertise provided in the contract.

Contractor shall pay the MAG amount unless the Gross Revenues in the previous fiscal year meet or exceed the amounts set forth in Table 6.1.3.

**Table 6.1.3: MAG Amount and Revenue Share Percentage**

<b>Fiscal Year</b>	<b>MAG</b>	<b>Revenue Share</b>
2009-10		<u>60%</u>
2010-11		<u>60%</u>
2011-12		<u>60%</u>
2012-13		<u>60%</u>
2013-14		<u>60%</u>
2014-15		<u>60%</u>
2015-16		<u>60%</u>
2016-17		<u>60%</u>
2017-18		<u>60%</u>
2018-19		<u>60%</u>
2019-20*		<u>60%*</u>
2020-21*		<u>60%*</u>
2021-22*		<u>60%*</u>
2022-23*		<u>60%*</u>
2023-24*		<u>60%*</u>
2024-25*		<u>60%*</u>
2025-26*		<u>60%*</u>
2026-27*		<u>60%*</u>
2027-28*		<u>60%*</u>
2028-29*		<u>60%*</u>
<u>Total</u>		
*Assumes that the option(s) to extend the contract are exercised by the SFMTA		

#### **6.1.4. Annual Revenue Share**

By [July 1] of each year, Contractor shall provide the SFMTA with documentation of its Gross Revenues and Total Required Payments for the previous Fiscal Year as part of the Summary Report required by Section 8.2. Contractor shall apply the revenue share percentage designated in Table 6.1.3 above to the Gross Revenues for the previous Fiscal Year to determine the SFMTA's annual revenue share. If the annual revenue share exceeds the Total Required Payments made to the SFMTA pursuant to subsections 6.1.1 through 6.1.3, Contractor shall pay the SFMTA any difference between the Total Required Payments made and the annual revenue share by [July 1]. In the event this Agreement terminates for any reason before the completion of a Fiscal Year, Contractor shall submit the documentation required by this subsection and any final payment required by this subsection within 60 Days of termination.

## **6.2. Late Payments**

Payments from Contractor that are not paid when due will bear interest compounded daily from and after the date said payment was due until the date paid at the prime rate plus three percent. Acceptance of a late payment by SFMTA will not constitute a waiver of Contractor's default with respect to the overdue amount, nor prevent SFMTA from exercising any of the other rights and remedies granted under this Agreement or by law. SFMTA shall have no responsibility to notify Contractor of payments not received by the due dates.

## **6.3. Verification of Revenue**

In each Contract Year covered by this Agreement, a verification of sales and revenues reported to City by Contractor shall be made by a certified public accounting firm selected by City. City may assign the verification function to the Audits Division of the San Francisco Controller's Office. The cost of such verification shall be shared equally by City and Contractor. If it is determined as a result of any such verification that there has been a deficiency in percentage payments as required by this Agreement, then such deficiency shall become immediately due and payable with interest at 10%, or the maximum lawful rate, whichever is higher, from the date when said payment should have been made. If Contractor's accounting reports for any contract month shall be found to have understated Gross Billings or revenue by more than 2% and City is entitled to any additional percentage payment as a result of said understatement, then Contractor shall pay, in addition to the interest charges above, all of the costs and expenses of such audit.

# **7. CARRYOVER CONTRACTS**

## **7.1. Beginning of Term**

As of the Effective Date of this Agreement, SFMTA will transfer to Contractor the rights to all Carryover Contracts it has acquired from CBS Outdoor, Inc., along with copies of those Contracts. Following such transfer, Contractor shall pay to CBS Outdoor, Inc., when and as received from the advertisers, 20% of the gross income received from such Carryover Contracts for a period of no greater than 180 Days following the Effective Date of this Agreement. Contractor agrees that CBS Outdoor, Inc. is a third party beneficiary with a right to enforce against Contractor only the payment obligation imposed by this Section 7.

## **7.2. End of Term**

The Parties agree that under limited circumstances, it might be advantageous both to City and to Contractor to permit Contractor, during the term of this Agreement, to enter into Carryover Contracts. Contractor shall not enter any contracts related to performance under this Agreement that extend beyond the termination date of this Agreement without written approval from the City. Contractor shall immediately assign and transfer, and does assign and transfer, to SFMTA any Carryover Contract in effect upon expiration of this Agreement, and such Carryover Contracts thereupon shall become the property of SFMTA. Following such transfer, City (or City's

designee) shall pay to Contractor, when and as received, 20% of the gross income received from such Carryover Contracts except when said gross income is received (A) from a Carryover Contract that has expired and been renewed, or (B) more than 180 Days following expiration of this Agreement.

City shall not be responsible for payment to Contractor of Contractor's portion of the gross income after City assigns the Carryover Contracts to a designee provided that the designee makes Contractor a third party beneficiary with a right to enforce the payment obligation against the designee. Contractor agrees that the existence of any Carryover Contract will not in any way extend the term of this Agreement. Contractor agrees that it will use its best efforts in good faith to enter into advertising contracts and maximize revenues until the final day of the Agreement.

## **8. REPORTS, INSPECTION AND REVIEWS**

### **8.1. Annual Financial Statement**

On or before the first day of the third calendar month following the close of Contractor's fiscal year, Contractor shall submit to City three copies of Contractor's annual financial statement prepared by an independent public accountant.

### **8.2. Summary Report**

On or before the first day of the third calendar month following the close of Contractor's fiscal year, Contractor shall submit to City a Summary Report detailing total Advertisement sales, revenues, expenditures, documentation of Gross Revenues and Total Required Payments for the previous Fiscal Year, and the number of Advertising Contracts by type of Advertising Space.

### **8.3. Annual Inspection of Records**

By September 1 for the City's prior Fiscal Year, Contractor shall make available at its place of business in San Francisco or the surrounding area for inspection by City of the following information:

**8.3.1.** The total revenues, earnings before income tax, depreciation, amortization and profit from advertising operations, both on a cash and accrual basis.

**8.3.2.** Comparable financial information and statistics relating to Contractor's advertising contracts for transit vehicles with other public or transit agencies in the Bay Area or other large metropolitan areas.

### **8.4. Sales Activity Report**

A "Sales Activity Report" on the form attached hereto as **Exhibit B, Item (1)**, or an equivalent form approved by Director shall be prepared by Contractor and submitted to the Director on or before the 20<sup>th</sup> day of the following month.

### **8.5. Account Activity Summary by Display Location and Type**

An "Account Activity Summary by Display Location and Type," on the form attached hereto as **Exhibit B, Items (2) and (3)**, or an equivalent form as approved by the Director, shall be prepared monthly by Contractor and submitted to the Director on or before the 20th day of the following month. This summary shall include the following:

#### **8.5.1. Advertising by Category**

A percentage allocation of Gross Billings by Contractor's top five categories of advertisements (e.g., fashion, automotive, media, and beverage) and three categories of advertising clients. The three client categories shall be (1) commercial- national accounts; (2) commercial/local accounts; and (3) other accounts. SFMTA may request new or additional categories during the term of this Agreement.

#### **8.5.2. Bay Area-Wide Transit Contracts**

If Contractor represents other transit properties in the San Francisco Bay Area (defined by the U.S. Bureau of Census as the San Francisco-Oakland and the San Jose Standard Metropolitan Statistical Areas), any Advertising Contract written for Bay Area-wide distribution and posting shall be identified as such on the face of such Advertising Contract. For all such Advertising Contracts, Contractor shall supply City with the amount of total billings, as well as the percentage of total billings allocated to City and the other transit properties.

#### **8.5.3. Copies of Contracts**

On or before the twentieth (20th) day of each month, Contractor shall submit to SFMTA, on a form equivalent to **Exhibit B-4**, a copy of each Advertising Contract billed by the Contractor during the preceding month. On each such Contract, Contractor shall indicate the account type of each advertiser (**i.e.**, commercial-national; commercial-local; SFMTA/City; or non-profit public service announcement), and if the sale is for Bay Area-wide distribution, the allocation to SFMTA and the other Bay Area transit properties.

#### **8.5.4. Maintenance and Service Logs**

Contractor shall maintain accurate electronic maintenance and service logs describing the dates and locations of all routine inspections conducted of Advertisements, Infrastructure and Advertising Spaces as required by this Agreement, as well as the date, the location and the nature of any maintenance or service activity conducted by Contractor. If the maintenance or service is conducted in response to a complaint by the public, the log shall include the date and the nature of the complaint to which the Contractor has responded.

#### **8.5.5. Client/Campaign Report**

For each new client and for each advertising campaign for a new or existing client, Contractor shall provide a report detailing the location(s) of the campaign, the type(s) of Advertising Space and Advertisements to be utilized, and photographs of the Advertisements after they are placed.

#### **8.5.6. Media Trade Reports**

Contractor shall supply SFMTA with quarterly reports of media trade transactions authorized by Section 3.5.3 showing:

(a) the cumulative total of consideration received for barter or trades received by City since contract inception through the end of the previous quarter;

(b) A list of new trade offers for the quarter, showing amounts accepted by the City.

#### **8.5.7. Schedule of Rates and Charges**

On or before the first business day of each Calendar Year, Contractor shall provide to SFMTA a complete "Schedule of Rates and Charges" for all advertising charges under this Agreement, together with a similar schedule of rates for any other San Francisco Bay Area transit system for which Contractor has a transit

advertising agreement. Each such schedule shall include a range (minimum and maximum) of all standard rates and charges for each type of Advertising Space and time available for rental, all time and quantity purchase discounts, discounted rates and charges for civic, charitable, non-profit and public service organizations, all fees and direct costs for labor and materials for carding, installation, maintenance, and removal of advertising, and terms, conditions and manner of payment by advertisers. Any changes in rates and charges during the Contract Year shall be submitted in writing to the SFMTA, not later than 15 days from the effective date of such change. In the event of any dispute relating to rates and charges, such dispute shall be resolved by the Director, whose decision shall be final and conclusive, unless arbitrary and capricious.

## **9. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES**

Pursuant to San Francisco Administrative Code § 21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

## **10. TAXES**

**10.1.** Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

**10.2.** Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

**10.2.1.** Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

**10.2.2.** Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code Section 480.5, as amended from time to time, and any successor provision.



**10.2.3.** Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code Section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

**10.2.4.** Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

## **11. QUALIFIED PERSONNEL**

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement. Contractor shall provide an experienced local sales force with the capability to acquire national advertising accounts, and adequate production personnel to assure the utmost in design, construction, placement and maintenance of Advertisements and Infrastructure, as well as a fully staffed business office in San Francisco.

## **12. RESPONSIBILITY FOR EQUIPMENT**

City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

## **13. INDEPENDENT CONTRACTOR**

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

## **14. PAYMENT OF TAXES AND OTHER EXPENSES**

Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts

equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

## **15. INSURANCE; BONDING; SECURITY DEPOSIT**

### **15.1. Requirement to Provide Financial Guarantees**

Upon the Effective Date of this Agreement, Contractor shall provide, and shall maintain for the time periods specified herein, financial instruments and funds described in this Section 15 as security to ensure Contractor's performance of all terms and conditions of this Agreement and to compensate for any damage to City property and/or other actual costs to City for Contractor's violation of the terms of this Agreement, as further described below.

### **15.2. Performance Bond**

#### **15.2.1. Amount of Bond**

Contractor agrees that within five Days after notification from the SFMTA that the all required City agencies have approved this Agreement, Contractor will deliver to the City a performance bond, which may be renewable annually, in the amount of \$7,000,000 to guarantee Contractor's performance obligations under this Agreement. If Contractor fails to deliver the initial performance bond within five Days, or fails to notify City annually of the renewal of the bond within five Days before each anniversary of the Effective Date, City will be entitled to cancel this Agreement. Contractor shall maintain the performance bond during the term of this Agreement. In the event this Agreement is assigned, as provided for in Section 30, City will return or release the performance bond not later than the effective date of the assignment, provided that the assignee has delivered to City an equivalent performance bond, as determined by City. Notwithstanding anything to the contrary herein, in no event shall Surety's aggregate liability exceed the penal sum of the applicable bond amount; provided, however, that this limitation shall not affect Contractor's liability under this Agreement.

#### **15.2.2. Extensions of Agreement**

If the SFMTA exercises the option to extend the Agreement as provided in Section 2, then no later than the first Day of the extended term Contractor must provide a performance bond in the amount of \$10,000,000 for the duration of any extension of the term of this Agreement.

#### **15.2.3. Sureties**

Bonding entities on the performance bond must be legally authorized to engage in the business of furnishing performance bonds in the State of California. All bonding entities must be satisfactory to City. During the period covered by the Agreement, if any of the sureties upon the bond become insolvent or, in the opinion of the City, unable to pay promptly the amount of such bond to the extent to which the surety might be liable, Contractor, within 30 Days after notice given by the City to Contractor, must by supplemental bond or otherwise, substitute another and sufficient surety approved by City in place of the surety becoming insolvent or unable to pay. If Contractor fails within such 30 Day period to substitute another and sufficient surety, City may deem Contractor to be in default in the performance of its obligations hereunder and upon the said bond. The City, in addition to any and all other remedies, may terminate the Agreement or bring any proper suit or proceeding against moneys then due or which thereafter may become due to Contractor under the Agreement. The amount for which the surety will have justified on the bond and the moneys so deducted will be held by SFMTA as collateral for the performance of the conditions of the bond.

### **15.3. Letter of Credit**

#### **15.3.1. Requirements**

In addition to the performance bond, within 14 Days after receiving notification from the SFMTA that the all required City agencies have approved this Agreement, Contractor shall provide to City and shall maintain, throughout the term of this Agreement and for 90 Days after the expiration or termination of this Agreement or the conclusion of all of Contractor's obligations under the Agreement, whichever occurs later, a confirmed, clean, irrevocable letter of credit in favor of the City and County of San Francisco, a municipal corporation, in the amount of \$3,000,000. The letter of credit must have an original term of one year, with automatic renewals of the full amount throughout the term of the Agreement. If Contractor fails to deliver the letter of credit as required, City may deem Contractor to be in default in the performance of its obligations hereunder. City, in addition to all other available remedies, may terminate the Agreement. The letter of credit must provide that payment of its entire face amount, or any portion thereof, will be made to City upon presentation of a written demand to the bank signed by the Director of Transportation of the San Francisco Municipal Transportation Agency on behalf of the City and County of San Francisco.

#### **15.3.2. Financial Institution**

The letter of credit must be issued on a form and issued by a financial institution acceptable to the City in its sole discretion, which financial institution must (a) be a bank or trust company doing business and having an office in the City and County of San Francisco, (b) have a combined capital and surplus of at least \$25,000,000, and (c) be subject to supervision or examination by federal or state authority and with at least a Moody's A rating.

#### **15.3.3. Extensions of Agreement**

If the SFMTA exercises the option to extend the Agreement as provided in Section 2, then no later than the first Day of the extended term Contractor must provide a new letter of credit in the amount of \$5,000,000 for the duration of any extension of the term of this Agreement.

#### **15.3.4. Demand on Letter of Credit**

The letter of credit will constitute a security deposit guaranteeing faithful performance by Contractor of all terms, covenants, and conditions of this Agreement, including all monetary obligations set forth herein. If Contractor defaults with respect to any provision of this Agreement, SFMTA may make a demand under the letter of credit for all or any portion thereof to compensate City for any loss or damage that they may have incurred by reason of Contractor's default, negligence, breach or dishonesty. Such loss or damage may include

without limitation any damage to or restoration of City property or property that is required to be constructed, maintained or repaired pursuant to this Agreement, payments to City, and claims for liquidated damages; provided, however, that City will present its written demand to said bank for payment under said letter of credit only after City first has made its demand for payment directly to Contractor, and five full Days have elapsed without Contractor having made payment to City. Should the City terminate this Agreement due to a breach by Contractor, the City shall have the right to draw from the letter of credit those amounts necessary to pay any fees or other financial obligations under the Agreement and perform the services described in this Agreement until such time as the City procures another contractor and the agreement between the City and that contractor becomes effective. City need not terminate this Agreement in order to receive compensation for its damages. If any portion of the letter of credit is so used or applied by City, Contractor, within 10 business days after written demand by City, shall reinstate the letter of credit to its original amount; Contractor's failure to do so will be a material breach of this Agreement.

#### **15.3.5. Expiration or Termination of Letter of Credit**

The letter of credit must provide for 60 Days' notice to City in the event of non-extension of the letter of credit; in that event, Contractor shall replace the letter of credit at least 10 business Days prior to its expiration. In the event the City receives notice from the issuer of the letter of credit that the letter of credit will be terminated, not renewed or will otherwise be allowed to expire for any reason during the period from the commencement of the term of this Agreement to 90 Days after the expiration or termination of this Agreement, or the conclusion of all of Contractor's obligations under the Agreement, whichever occurs last, and Contractor fails to provide the City with a replacement letter of credit (in a form and issued by a financial institution acceptable to the City) within 10 Days following the City's receipt of such notice, such occurrence shall be an event of default, and, in addition to any other remedies the City may have due to such default (including the right to terminate this Agreement), the City shall be entitled to draw down the entire amount of the letter of credit (or any portion thereof) and hold such funds in an account with the City Treasurer in the form of cash guarantying Contractor's obligations under this Agreement. In such event, the cash shall accrue interest to the Contractor at a rate equal to the average yield of Treasury Notes with one-year maturity, as determined by the Treasurer. In the event the letter of credit is converted into cash pursuant to this paragraph, upon termination of this Agreement, Contractor shall be entitled to a full refund of the cash (less any demands made thereon by the City) within 90 Days of the termination date, including interest accrued through the termination date.

#### **15.3.6. Return of Letter of Credit**

The letter of credit will be returned within 90 Days after the end of the term of this Agreement, provided that Contractor has faithfully performed throughout the life of the Agreement, Contractor has completed its obligations under the Agreement, there are no pending claims involving Contractor's performance under the Agreement and no outstanding disagreement about any material aspect of the provisions of this Agreement. In the event this Agreement is assigned, as provided for in Section 30, City will return or release the letter of credit not later than the effective date of the assignment, provided that the assignee has delivered to the City an equivalent letter of credit, as determined by City.

#### **15.3.7. Excessive Demand**

If City receives any payments from the aforementioned bank under the letter of credit by reason of having made a wrongful or excessive demand for payment, City will return to Contractor the amount by which City's total receipts from Contractor and from the bank under the letter of credit exceeds the amount to which City is rightfully entitled, together with interest thereon at the legal rate of interest, but City will not otherwise be liable to Contractor for any damages or penalties.

### **16. INSURANCE**

**16.1.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" Section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

**16.1.1.** Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

**16.1.2.** Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Advertising Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations; and

**16.1.3.** Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

**16.2.** Comprehensive General Liability and Commercial Automobile Liability Insurance policies must provide the following:

**16.2.1.** Name as Additional Insured the City and County of San Francisco and the San Francisco Municipal Transportation Agency, and their officers, agents, and employees.

**16.2.2.** That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

**16.3.** All policies shall provide thirty (30) days' advance written notice to City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Such notices shall be sent to the following address:

**Director of Transportation  
San Francisco Municipal Transportation Agency  
1 South Van Ness Avenue, 7<sup>th</sup> Floor  
San Francisco, CA 94103**

with a copy to:

**Real Estate Division  
San Francisco Municipal Transportation Agency  
1 South Van Ness Avenue, 7<sup>th</sup> Floor  
San Francisco, CA 94103**

**16.4.** Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

**16.5.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

**16.6.** In the event of the breach of any provision of this Section on "Insurance," or in the event any notice is received which indicates any required insurance coverage will be diminished or cancelled, the Director shall have the option, notwithstanding any other provision of this Agreement to the contrary and in addition to other remedies provided for in this Agreement, immediately to declare a material breach of this Agreement and to suspend the further exercise by Contractor of all rights and privileges granted to Contractor under to this Agreement until such time as the Director determines that the required insurance has been restored to full force and effect and that all premiums have been paid for a period satisfactory to the Director.

**16.7.** Prior to the Effective Date and annually thereafter on the anniversary of the Effective Date Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above.

**16.8.** Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

**16.9.** Upon City's request, Contractor shall provide satisfactory evidence that Contractor has adequately provided for Social Security and Unemployment Compensation benefits for Contractor's Employees.

**16.10.** Contractor shall comply with the provisions of any insurance policy covering Contractor or the City, and with any notices, recommendations or directions issued by any insurer under such insurance policies so as not to adversely affect the insurance coverage.

## **17. INDEMNIFICATION**

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in

consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

## **18. INCIDENTAL AND CONSEQUENTIAL DAMAGES**

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

## **19. LIABILITY OF CITY**

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

## **20. LIQUIDATED DAMAGES**

### **20.1. Performance Standards**

By entering into this Agreement, Contractor agrees that in the event Contractor fails to perform in accordance with the performance standards listed below, City will suffer actual damages that will be impractical or extremely difficult to determine. Contractor agrees that the amounts listed in **this** Section 20.1 are not penalties, but are reasonable estimates of the loss that City will incur based on the delay or non-performance, established in light of the circumstances existing at the time this contract was awarded.

**20.1.1. Maintenance Breaches.** City may assess liquidated damages for the following breaches of the maintenance and repair provisions of this Agreement:

(a) Failure to perform maintenance or repair work required to be performed within 24 hours of notification: \$1,000 per occurrence per Day until the violation is remedied. The date of notification will be the earliest date of notification, as determined from records of notices received by Contractor under Section 4.4 of this Agreement.

(b) Failure to perform maintenance or repair work required to be performed within 48 hours of notification: \$500.00 per occurrence per Day until the violation is remedied. The date of notification will be the earliest date of notification, as determined from records of notices received by Contractor under Section 4.4 of this Agreement.

(c) Failure to remove Graffiti in accordance with the requirements of this Agreement within 48 hours of notification or discovery: \$500.00 per occurrence per Day until the violation is remedied. The date of notification will be the earliest date of notification, as determined from records of notices received by Contractor under Section 4.4 of this Agreement. The date of discovery shall be deemed to be the day scheduled for Contractor's most recent regular inspection.

**20.1.2. Annual Report.** Contractor's failure to submit any report with all required information, will subject Contractor to liquidated damages in the amount of \$500.00 for each Day the report is late continuing until the report has been submitted with all required information.

**20.1.3. Failure to Cure Audit Deficiencies.** In the event that Contractor fails to cure an audit deficiency within the time periods imposed by the City under Section 28.4, City may impose liquidated damages not to exceed \$500 per Day per deficiency until the deficiency is cured to the satisfaction of the City.

**20.1.4. Failure to Comply with Advertising Policy.** In the event that Contractor fails to comply with the SFMTA's advertising policy, the City may impose liquidated damages in the amount of \$5,000.00 per Day if the Contractor fails to cure the violation within two Days. For purposes of this Section, a "violation" is a failure to comply in the context of a single advertisement.

## **20.2. Contractor's Default**

In the event of any default resulting in termination, the Parties agree that due to the nature of the breach, City's actual damages would be impracticable and extremely difficult to determine, and that City shall be entitled to the immediate payment of the sum of \$1,500,000 as liquidated damages to compensate the City for actual damages suffered as a result of Contractor's default. Contractor agrees that the amount listed in this Section 20.2 is not a penalty, but is a reasonable estimate of the loss that City will incur based on the termination for default, established in light of the circumstances existing at the time this contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's default that results in termination of this Agreement.

## **20.3. Failure to Pay Liquidated Damages**

Contractor agrees that if it fails to remit liquidated damages amounts assessed by City under this Section 20 or under any other section of this Agreement, City may deduct such damages from Contractor's letter of credit provided under Section 15.3 above. Contractor shall restore the letter of credit to its full amount in accordance with Section 15.3.4. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's default failure to perform this Agreement in compliance with specified performance standards.

## **21. DEFAULT; REMEDIES**

**21.1.** Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

**21.1.1.** Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 9, 10, 15, 16, 24, 30, 33, 36, 46, or 49.

**21.1.2.** Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

**21.1.3.** Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

**21.1.4.** A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of



Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

**21.2.** On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement with 30 Days' written notice, or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

**21.3.** All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

**21.4.** The SFMTA may partially terminate the rights to any Advertising Space granted to Contractor pursuant to this Agreement upon which no Advertisement has been displayed for a period of 60 Days. Such partial termination shall require 60 Days' written notice by SFMTA, during which time Contractor may avoid partial termination by demonstrating to SFMTA that it has sold Advertisements on the subject Advertising Space prior to the date of SFMTA's notice of partial termination, or may provide SFMTA with a copy of an Advertising Contract for that Advertising Space with a term that begins no later than the 60<sup>th</sup> Day from the date of the SFMTA's notice of partial termination.

## **22. TERMINATION FOR CONVENIENCE**

The City may terminate this Agreement in whole, or from time to time part, whenever the Director shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to Contractor of a notice of termination specifying the extent to which the Agreement is terminated and the date on which termination becomes effective. After receipt of a notice of termination, Contractor shall (i) stop performance under this Agreement on the date and to the extent specified in such notice, (ii) enter into no additional Advertising Contract relating to Contractor's rights and interests under the portion of the Agreement terminated, (iii) assign to the City in the manner, at the times, and to the extent directed by the Director, all of the right, title, and interest of the Contractor under Advertising Contracts and subcontracts identified by the Director and related to the rights and interests terminated, and terminate all other contracts and subcontracts related to such rights or interests; and (iv) within 30 Days' of the notice of termination, submit to the Director a statement of all outstanding liabilities and claims arising out of such termination of subcontracts, together with such information as may be required by the Director to evaluate such liabilities and claims. The determination of the Director on such liabilities and claims shall be administratively final.

## **23. RIGHTS AND DUTIES UPON TERMINATION OR EXPIRATION**

**23.1.** If Contractor does not cure an Event of Default within 30 Days from the date of a notice of termination, City may terminate this Agreement and assume all Advertising Contracts. Termination of this Agreement by City shall not affect the obligations of the Contractor or the rights of City that accrued prior to such termination, except that as of the date of termination Contractor thereafter shall no longer be entitled to any revenues whatsoever from Advertising Contracts then in force.

**23.2.** This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 9, 10, 12, 13, 16 through 18, 24, 26, 27, 40 through 44, 47, 49.

**23.3.** Any and all Advertisements that have been placed in Advertising Spaces as of the date of termination of this Agreement shall become the property of City and, at City's discretion, may remain on or in the Advertising Spaces, and Contractor shall not be entitled to possession of such materials. Contractor agrees to execute all documents necessary to give effect to this Section.

**23.4.** To the extent that this Agreement is terminated prior to expiration of the term specified in Section 2, this Agreement or the terminated portion of the Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

## **24. CONFLICT OF INTEREST**

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

## **25. PROPRIETARY OR CONFIDENTIAL INFORMATION OF CITY**

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

## **26. NOTICES TO THE PARTIES**

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: **[insert name or title of department contact person, name of department, mailing address, e-mail address and fax number]**

To Contractor: **[insert name of contractor, mailing address, e-mail address and fax number]**

Any notice of default must be sent by registered mail.

## **27. WORKS FOR HIRE**

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams,

surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

## **28. AUDIT AND INSPECTION OF RECORDS**

**28.1. Records.** Contractor shall maintain all Records in accordance with generally accepted accounting principles. All Records shall be maintained throughout the term of this Agreement at Contractor's San Francisco office and shall be maintained for five years following termination or expiration of this Agreement in a safe and secure location within the San Francisco Bay Area.

**28.2. City's Right to Inspect and Copy.** Any duly authorized agent of City shall have the right to examine and/or copy all Records at any time during normal business hours, provided that Contractor shall be allowed at least 48 hours after City identifies Records it wishes to copy to mark any such Records as confidential or proprietary. Records created or maintained in an electronic format shall be available to the City and its agents for examination and/or copying in an electronic format.

**28.3. Audits.** Contractor will cooperate fully with the performance by City or its agents of Contract Performance and Operations Audits. A Contract Performance Audit may examine any and all aspects of the Contractor's obligations under this Agreement. An Operations Audit may examine the quality and effectiveness of Contractor's organizational Structure, internal controls, financial reporting and business practices. City may require each type of audit no more than once per calendar year. City shall provide Contractor with 15 Days' notice of any audit to be performed under this Section. The State of California or any federal agency having an interest in the subject matter of this Agreement will have the same rights conferred upon City by this Section.

**28.4. Findings of Nonperformance.** In the event that any audit conducted pursuant to Section 11 results in a determination that Contractor has failed to perform any material term of this Agreement, City will issue a written Finding of Nonperformance to Contractor. Such Finding of Nonperformance will include a calculation of liquidated damages for Contractor's failure to perform, using the measure of Liquidated Damages specified in Section 30. The Finding of Nonperformance shall also include a reasonable period of time for Contractor to cure any listed performance failures that are subject to liquidated damages pursuant to Sections 20.1.2 and 20.1.3. Contractor's failure to cure may result in a notice of default pursuant to Section 16. Liquidated damages may not be assessed in a Finding of Nonperformance for any incident for which liquidated damages have already been assessed pursuant to Section 14. Any failure of City to list any violation of the terms of this Agreement in the Finding of Nonperformance shall not constitute a waiver of the City's right to impose any other right or remedy that it has under this Agreement or applicable law with respect to that violation.

## **29. SUBCONTRACTING**

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

## **30. ASSIGNMENT**

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved as required by law.

### **31. NON-WAIVER OF RIGHTS**

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

### **32. NONDISCRIMINATION; PENALTIES**

#### **32.1. Contractor Shall Not Discriminate**

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

#### **32.2. Incorporation of Administrative Code Provisions by Reference**

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

### **33. DRUG-FREE WORKPLACE POLICY**

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

### **34. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

### **35. SUNSHINE ORDINANCE**

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

### **36. LIMITATIONS ON CONTRIBUTIONS**

Through execution of this Agreement, Contractor acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

### **37. REQUIRING MINIMUM COMPENSATION FOR COVERED EMPLOYEES**

**37.1.** Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

**37.2.** The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

**37.3.** Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

**37.4.** Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

**37.5.** The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

**37.6.** Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

**37.7.** Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

**37.8.** Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

**37.9.** If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

### **38. REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES**

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at [www.sfgov.org/olse](http://www.sfgov.org/olse). Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

**38.1.** For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

**38.2.** Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

**38.3.** Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

**38.4.** Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

**38.5.** Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

**38.6.** Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

**38.7.** Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

**38.8.** Contractor shall keep itself informed of the current requirements of the HCAO.

**38.9.** Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

**38.10.** Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

**38.11.** Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

**38.12.** City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

**38.13.** If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

#### **39. PROHIBITION ON POLITICAL ACTIVITY WITH CITY FUNDS**

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this Section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this Section.

#### **40. PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC**

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

#### **41. MODIFICATION OF AGREEMENT**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved as required by law.

#### **42. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION**

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

#### **43. AGREEMENT MADE IN CALIFORNIA; VENUE**

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

#### **44. CONSTRUCTION**



All paragraph captions are for reference only and shall not be considered in construing this Agreement.

**45. ENTIRE AGREEMENT**

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 46.

**46. COMPLIANCE WITH LAWS**

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

**47. 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.

**48. SEVERABILITY**

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

**49. PROTECTION OF PRIVATE INFORMATION**

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 21 of the Administrative Code, or debar the Contractor.

**50. GRAFFITI REMOVAL**

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within 48 hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This Section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property.

Any failure of Contractor to comply with this Section of this Agreement shall constitute an Event of Default of this Agreement.

#### **51. FOOD SERVICE WASTE REDUCTION REQUIREMENTS**

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of \$100 liquidated damages for the first breach, \$200 liquidated damages for the second breach in the same year, and \$500 liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

#### **52. NO THIRD PARTY BENEFICIARIES**

Except as expressly provided herein, this Agreement is for the benefit of the signatories to the Agreement only and no other person or entity shall be entitled to rely on, receive any benefit from, or enforce against either party any provision of this Agreement.

#### **53. DISPUTES**

Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties will be decided in writing by the Chief Financial Officer of the SFMTA. The decision will be administratively final and conclusive unless, within 10 Days from the date of such decision, the Contractor mails or otherwise delivers a written appeal to the Director. Any appeal must contain the following: (a) a statement of the Contractor's position, (b) a summary of the arguments supporting that position, and (c) any evidence supporting the Contractor's position. The decision of the Director will be administratively final and conclusive. Pending final resolution of a dispute hereunder, the Contractor must proceed diligently with the performance of its obligations under the Agreement. Under no circumstances may the Contractor or its subcontractors stop work due to an unresolved dispute. An alternative dispute resolution process may be used in lieu of the procedures set forth in this Section 53 if the City and contractor agree to such alternative procedures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY	CONTRACTOR
By: _____	<b>[company name]</b>
NATHANIEL P. FORD Executive Director/CEO San Francisco Municipal Transportation Agency	By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.
Approved as to Form:	_____
Dennis J. Herrera City Attorney	<b>[name of authorized representative]</b> <b>[title]</b> <b>[address]</b> <b>[city, state, ZIP]</b>
By: _____ CHRISTIANE HAYASHI Deputy City Attorney	City vendor number: <b>[vendor number]</b>

**Exhibits**

- A. Fleet Inventory Report
- B. Reporting Formats
- Access Restrictions
- Maintenance Plan and Schedule

## **APPENDIX F**

### **ATTESTATION OF COMPLIANCE**

**To be completed by all Proposing Firms and All Individual Subcontractors**

(Please check each box, sign this form and submit it with your response.)

Name of Individual Completing this Form: \_\_\_\_\_

The Form is Submitted on Behalf of Firm: \_\_\_\_\_

Name of RFP: **SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY, REQUEST FOR PROPOSALS FOR ADVERTISING ON SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY PROPERTY**

1. I attest that I and all members of the firm listed above will and have complied to date with Section VI (O) of the above RFP. ☐ Yes
2. I understand that if my firm or any members of the firm listed above are found to be in violation of Section VI (O) of the above RFP, this will disqualify my firm and any Proposal in which my firm is named from further consideration. ☐ Yes

I have entered required responses to the above questions to the best of my knowledge and belief.

Signature: \_\_\_\_\_

Date \_\_\_\_\_

## **APPENDIX G**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

(1) By signing and submitting its Proposal, the Proposer or proposed subcontractor certifies as follows:

---

(Proposer or Proposed Subcontractor Business Name)

certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from contracting with any federal, state or local governmental department or agency;
  - b. Have not within a three-year period preceding the date of this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) b. of this certification; and
  - d. Have not within a three-year period preceding the date of this Proposal had one or more public contracts (Federal, state, or local) terminated for cause or default.
- (2) Where the firm executing this RFP Appendix G is unable to certify to any of the statements in this certification, such firm shall attach a detailed explanation of facts that prevent such certification.
- (3) The certification in this clause is a material representation on fact relied upon by the San Francisco Municipal Transportation Agency (SFMTA).

As the authorized certifying official, I hereby certify that the above-specified certifications are true.

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

---

Authorized Representative Name (print)

Authorized Representative Title (print)

---

Authorized Representative Signature

---

Date

## **APPENDIX H**

### **CERTIFICATION REGARDING LOBBYING**

---

(Proposer or Proposed Subcontractor Business Name)

certifies that it will not and has not paid any person or organization for influencing or attempting to influence a member of the San Francisco Board of Supervisors or the San Francisco Municipal Transportation Agency (SFMTA) Board of Directors, or an officer or employee of the City and County of San Francisco in connection with the contract to be awarded pursuant to this Request for Proposals, except as expressly authorized in this Request for Proposals. The Proposer or proposed subcontractor submitting this certification shall also disclose the name of any lobbyist registered under Article II of the San Francisco Campaign and Governmental Conduct Code who has made lobbying contacts on its behalf with respect to the contract to be awarded pursuant to this Request for Proposals.

This certification is a material representation of fact upon which reliance was placed for the purposes of the City's evaluation of Proposals and award of a contract pursuant to the Request for Proposals. Submission of this certification is a prerequisite for submitting a Proposal responsive to the Request for Proposals.

Following submission of Proposals with this signed certification, any firm who 1) pays any person or organization for influencing or attempting to influence a member of the San Francisco Board of Supervisors or the SFMTA Board of Directors, or an officer or employee of the City and County of San Francisco in connection with the contract to be awarded pursuant to this Request for Proposals, except as expressly authorized in the RFP, 2) fails to disclose the name of any lobbyist registered under Article II of the San Francisco Campaign and Governmental Conduct Code who has made lobbying contacts on its behalf with respect to the contract to be awarded pursuant to this Request for Proposals, or 3) pays or agrees to pay to any City employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the SFMTA any fee or commission, or any other thing of value contingent on the award of a contract, will disqualify any Proposal in which that firm is named as a prime contractor, joint venture partner or subcontractor from the selection process.

By signing and submitting its proposal, the Proposer or proposed subcontractor also certifies to the SFMTA that the Proposer or proposed subcontractor has not paid, nor agreed to pay, and will not pay or agree to pay, any fee or commission, or any other thing of value contingent on the award of a contract to any City employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the SFMTA.

As the authorized certifying official, I hereby certify that the above-specified certifications are true.

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

---

Authorized Representative Name (print)

---

Authorized Representative Title (print)

---

Authorized Representative Signature

---

Date



## **Enclosure 3—List of Potential Bidders**

### **CBS Outdoor**

Stephen Shinn  
Vice President  
CBS Outdoor  
865 Battery Street, 3<sup>rd</sup> Floor  
San Francisco, CA 94111  
Phone: (415) 402-6863  
Fax: (415) 693-0824  
Email: [Steve.Shinn@CBSOutdoor.com](mailto:Steve.Shinn@CBSOutdoor.com)

### **Cemusa**

Toulla Constantinou  
Chief Executive Officer, North America  
Cemusa  
420 Lexington Avenue, Suite 2533  
New York, NY 10170  
Phone: (646) 312-8528  
Fax: (212) 599-7999  
Email: [tconstantinou@cemusainc.com](mailto:tconstantinou@cemusainc.com)

### **Clear Channel**

Bill Hooper  
President/General Manager  
Northern California Region  
Clear Channel Outdoor  
555 12<sup>th</sup> Street, Suite 950  
Oakland, CA 94607  
Phone: (510) 835-5900  
Fax: (510) 834-9410  
Email: [billhooper@clearchannel.com](mailto:billhooper@clearchannel.com)

### **JCDecaux**

Francois Nion  
Executive Vice President  
JCDecaux  
1000 Quesada Avenue  
San Francisco, CA 94124  
Phone: (415) 671-1250  
Fax: (415) 671-1254  
Email: [Francois.Nion@jcdecauxna.com](mailto:Francois.Nion@jcdecauxna.com)

### **KEM Outdoor**

Marquis LaFortune  
KEM Outdoor, Inc.  
PO Box 461406  
San Antonio, TX 78246-1406  
Phone: (210) 675-6444  
Fax: (210) 675-6691  
Email: [marquis.lafortune@swbell.net](mailto:marquis.lafortune@swbell.net)

### **Titan Outdoor**

Don Allman  
Titan Outdoor  
850 Third Avenue  
New York, NY 10022  
Phone: (212) 644-6200  
Email: [Don.Allman@titanoutdoor.com](mailto:Don.Allman@titanoutdoor.com)

### **Abuzz Technologies**

Business Development  
316 Abercrombie Street  
Darlington NSW 2008  
Sydney  
Australia  
Website: [www.abuzz.com.au](http://www.abuzz.com.au)

### **Kiosk Information Systems**

Steven M. Jeziorski  
Kiosk Information Systems  
346 South Arthur Avenue  
Louisville, CO 80027  
Phone: (303) 661-1695  
Fax: (303) 466-6730  
Email: [info@kis-kiosk.com](mailto:info@kis-kiosk.com)  
Website: [www.kiosk.com](http://www.kiosk.com)

### **Quad Media**

539 Randolph Avenue  
Pulaski, Virginia 24301  
Phone: (540) 980-8309  
Fax: (540) 980-0707  
Email: [blafleur@quadmedia.com](mailto:blafleur@quadmedia.com)  
Website: [www.quadmedia.com](http://www.quadmedia.com)

**ICE Tech**

Ash House  
Fairfield Avenue  
Staines  
Middlesex, TW18 4AN  
England  
Email: [sales@icetech.ie](mailto:sales@icetech.ie)  
Website: [www.icetech.ie](http://www.icetech.ie)

**King Products**

5696 Ambler Drive  
Mississauga, Ontario  
Canada L4W 2K9  
Phone: (800) 661-5464  
E-mail: [sales@kingproducts.com](mailto:sales@kingproducts.com)  
Website: [www.kingproducts.com](http://www.kingproducts.com)

**SeePoint, Inc.**

2619 Manhattan Beach Blvd.  
Redondo Beach, CA 90278  
Phone: (888) 587-1777  
E-Mail: [info@seepoint.com](mailto:info@seepoint.com)

**IKS Technologies, Inc.**

1074 Walker Street  
Cypress, CA 90630  
Phone: (714) 763-4400  
Email: [info@ikskiosks.com](mailto:info@ikskiosks.com)

**SCALA, Inc.**

350 Eagleview Blvd., Suite 150  
Exton, PA 19341  
Phone: (610) 561-9724  
Email: [Christopher.broad@scala.com](mailto:Christopher.broad@scala.com)  
Website: [www.scala.com](http://www.scala.com)

**Cisco Systems, Inc.**

Mark Richard  
Cisco Systems, Inc.  
201 Third Street, Suite 620  
San Francisco, CA 94103  
Phone: (415) 371-2383  
Email: [markrich@cisco.com](mailto:markrich@cisco.com)

**Rodman Consulting, LLC**

Caroline Alain Rodman  
Rodman Consulting, LLC  
280 Fell Street, Suite 402  
San Francisco, CA 94102  
Cell: (415) 218-1618  
Email: [caroline@rodmanconsulting.com](mailto:caroline@rodmanconsulting.com)

**IBM**

Douglas Naschke  
IBM  
2710 Gateway Oaks Drive, # 200S  
Sacramento, California 95833-4307  
Phone: (916) 920-6046  
Fax: (916) 641-4030  
Email: [naschke@us.ibm.com](mailto:naschke@us.ibm.com)

**Google**

Tom Sly  
Google  
345 Spear Street, 4<sup>th</sup> Floor  
San Francisco, CA 94105  
Cell: (415) 504-3553  
Email: [tomsly@google.com](mailto:tomsly@google.com)

**Lamar Advertising**

York Haines  
Lamar Advertising  
Director of Transit & Development  
3030 SW Moody Street, Suite 270  
Portland, Oregon 97201  
Phone: (503) 223-9796  
Fax: (503) 223-8779  
Email: [yhaines@lamar.com](mailto:yhaines@lamar.com)

Jonathan Kaufman  
Solem & Associates  
One Daniel Burnham Court, Suite 100-C  
San Francisco, CA 94109  
Phone: (415) 296-2019  
Fax: (415) 788-7858  
Email: [jonk@solem.com](mailto:jonk@solem.com)

**Big Think Studios**

1426 18<sup>th</sup> Street  
San Francisco, CA 94107  
Phone: (415) 934-1111  
Fax: (415) 934-1114  
Email: [colleen@bigthinkstudios.com](mailto:colleen@bigthinkstudios.com)

**Jungle Communications Inc.**

1750 Montgomery Street, Suite 1108  
San Francisco, CA 94111  
Phone: (415) 584-8844  
Fax: (415) 584-4427  
Email: [info@webjungle.com](mailto:info@webjungle.com)

**KC Communications**

610 Leavenworth Street, #303  
San Francisco, CA 94109  
Phone: (415) 447-8530  
Fax: (415) 447-8530  
Email: [kim@kccommunications.net](mailto:kim@kccommunications.net)

**O'Rourke Inc.**

55 Hawthorne Street, Suite 430  
San Francisco, CA 94105  
Phone: (415) 543-9119  
Fax: (415) 543-0566  
Email: [andrew@ororkepr.com](mailto:andrew@ororkepr.com)

**Oneworld Communications**

2001 Harrison Street  
San Francisco, CA 94110  
Phone: (415) 355-1935  
Fax: (415) 355-0295  
Email: [jonathan.villet@owcom.com](mailto:jonathan.villet@owcom.com)

**Polaris Research & Development, Inc.**

390 4<sup>th</sup> Street  
San Francisco, CA 94107  
Phone: (415) 777-3229  
Fax: (415) 512-9625  
Email: [ernie@polarisinc.com](mailto:ernie@polarisinc.com)

**Small Business Exchange**

P.O. Box 190668  
San Francisco, CA 94119-0668  
Phone: (415) 778-6250  
Fax: (415) 778-6255  
Email: [sbe@sbeinc.com](mailto:sbe@sbeinc.com)

**The Johnson Agency**

1550 California Street, Suite 6-262  
San Francisco, CA 94109  
Phone: (415) 294-7798  
Fax: (415) 294-7798

**The M-Line**

27 South Park, Suite 201  
San Francisco, CA 94107  
Phone: (415) 777-4433  
Fax: (415) 777-1221  
Email: [mya@the-m-line.com](mailto:mya@the-m-line.com)

**Traction Corporation**

1349 Larkin Street  
San Francisco, CA 94109  
Phone: (415) 962-5800  
Fax: (415) 962-5815  
Email: [adam@tractionco.com](mailto:adam@tractionco.com)

**Railcar Quality Service**

10824 Olson Drive  
Rancho Cordova, CA 95670  
Phone: (800) 768-9653  
Fax: (800) 428-2508  
Email: [RQSQAR@aol.com](mailto:RQSQAR@aol.com)

**Bardel, Inc.**

1695 Eastshore Highway  
Berkeley, CA 94701  
Phone: (510) 527-8850  
Fax: (510) 527-1951  
Email: [flira@bardelinc.com](mailto:flira@bardelinc.com)

**Kizmo Incorporated**

414 Mason Street, Suite 246  
San Francisco, CA 94102  
Phone: (415) 398-1220  
Fax: (415) 398-8058  
Email: [Michael@kizmodesign.com](mailto:Michael@kizmodesign.com)

**Sign A Rama**

James & Susan Chin  
Sign A Rama  
1470 El Camino Real  
San Bruno, CA 94066  
Phone: (650) 589-2988  
Fax: (650) 583-9668  
Email: [signaramajsc@pacbell.net](mailto:signaramajsc@pacbell.net)

**Danoo**

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San Francisco, CA 94104  
Phone: (415) 433-5700  
Email: [sales@danoo.com](mailto:sales@danoo.com)  
Website: [www.danoo.com](http://www.danoo.com)

**Illumobile**

2680 Bancroft Way  
Berkeley, CA 94702  
Phone: (888) 692-8661  
Email: [advertise@illumobile.com](mailto:advertise@illumobile.com)  
Website: [www.illumobile.com](http://www.illumobile.com)

**The Rail Network**

561 Seventh Avenue, Suite 702  
New York, NY 10018  
Phone: (646) 728-0266  
Fax: (646) 728-0268  
Website: [www.railnetwork.tv](http://www.railnetwork.tv)

**Transit Television Network**

8544 Commodity Circle  
Orlando, FL 32819  
Phone: (407) 226-0204  
Fax: (407) 226-0205  
Email: [info@transitv.com](mailto:info@transitv.com)  
Website: [www.transitv.com](http://www.transitv.com)

**Vertical Alliance, LLC**

Peter Kaszycki  
Vertical Alliance, LLC  
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Alpharetta, GA 30004  
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**GAMUT Systems**

Seth Nylund  
GAMUT Systems  
13507 Star Flower Court  
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**Q-MATIC Corporation**

Garry Hines  
Q-MATIC Corporation  
Director of Sales, Western USA  
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Cell: (949) 922 1653  
Fax: 413 638 0852  
Email: [garry.hines@q-matic.com](mailto:garry.hines@q-matic.com)  
Website: [www.q-matic.us](http://www.q-matic.us)

**Blue Horizon Group**

Paul Mataras  
President and CEO  
Blue Horizon Group, Inc.  
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**Reiland & Reiland**

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Reiland & Reiland  
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**Gannett Co., Inc.**

7950 Jones Branch Drive  
McLean, VA 22107  
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Email: [gcishare@gannett.com](mailto:gcishare@gannett.com)  
Website: [www.gannett.com](http://www.gannett.com)

**Goldfinger Media**

Zev Zukerman  
Goldfinger Media  
400 Beale Street, Suite 103  
San Francisco, CA 94105  
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Email: [zzukerman@gmail.com](mailto:zzukerman@gmail.com)  
Website: [www.goldfingermedia.com](http://www.goldfingermedia.com)

**VendSight**

Michael J. Barnhill  
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8021 Wing Avenue  
El Cajon, CA 92020  
Phone: (619) 562-1486  
Website: [www.vendsight.com](http://www.vendsight.com)

**Trillium Transit Internet Solutions**

Aaron Antrim  
Trillium Transit Internet Solutions  
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Arcata, CA 95521  
E-mail: [aaron@trilliumtransit.com](mailto:aaron@trilliumtransit.com)

**VPI.Net**

Fred Arnow  
VPI.Net  
220 Technology Drive West, Suite 100  
Irvine, CA 92618  
E-mail: [farnow@corp.vpi.net](mailto:farnow@corp.vpi.net)

**Seattle Digital Signage**

Mike Draghici  
President  
Seattle Digital Signage  
800 5<sup>th</sup> Avenue, Suite 4100  
Seattle, WA 98104  
Phone: (206) 447-1472  
Fax: (206) 260-7141  
Email: [SeattleDigitalSignage.com](mailto:SeattleDigitalSignage.com)



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

**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY  
City and County of San Francisco**

**DIVISION: Transportation Planning and Development**

**BRIEF DESCRIPTION:**

Adopting the Central Subway Alternative 3B, Fourth/Stockton Alignment, as described in the Final Supplemental Environmental Impact Statement/Supplemental Environmental Impact Report, and adopting Findings under the California Environmental Quality Act including a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Plan.

**SUMMARY:**

- The Central Subway is the second phase of the Third Street Light Rail Project. Phase One of the Project, the T-Third LRT went into revenue operation in April 2007.
- Studies undertaken since the original Environmental Impact Statement/Environmental Impact Report (EIS/EIR) was completed in 1998 identified a Fourth/Stockton Alignment (Alternative 3A) to be evaluated in a Supplemental EIS/EIR (SEIS/SEIR) process.
- SFMTA Board of Directors adopted Resolution No. 05-087 on June 7, 2005, which selected the Fourth/Stockton Alignment (Alternative 3A) as the Locally Preferred Alternative (LPA) for the Central Subway Project.
- Based on comments received during the environmental public scoping process and based on the need for cost savings, the Draft SEIS/SEIR, released October 17, 2007, evaluated three build alternatives: 2; 3A; and 3B.
- On February 19, 2008, the SFMTA Board selected the Fourth/Stockton Alignment, Alternative 3B with semi-exclusive surface right-of-way operation, as the LPA to be carried forward in the Final SEIS/SEIR.
- The Recreation and Parks Commission concurred with the “de minimis” finding for impacts to Union Square Park at its meeting on February 21, 2008.
- The Final SEIS/SEIR was distributed on July 11, 2008 and notices were sent to the State Clearinghouse and Federal Register.
- The San Francisco Planning Commission certified the Final SEIS/SEIR on August 7, 2008.

**ENCLOSURES:**

1. Recreation and Parks Commission Resolution for de minimis impact finding for Union Square
2. San Francisco Planning Commission Motion Certifying Final SEIS/SEIR
3. Central Subway/Third St LRT Phase 2 CEQA Findings
4. Mitigation Monitoring and Reporting Program for the Central Subway Project LPA 3B

**APPROVALS:**

**DATE**

DIRECTOR OF DIVISION  
PREPARING ITEM

\_\_\_\_\_

\_\_\_\_\_

FINANCE

\_\_\_\_\_

\_\_\_\_\_

EXECUTIVE DIRECTOR/CEO

\_\_\_\_\_

\_\_\_\_\_

SECRETARY

\_\_\_\_\_

\_\_\_\_\_

ADOPTED RESOLUTION  
BE RETURNED TO

Attention: Gigi Pabros  
1 South Van Ness, 3<sup>rd</sup> Floor, SF, CA 94102

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

## **EXPLANATION:**

### **Background**

The Central Subway Project is the second phase of the Third Street Light Rail Project. Both phases of the project were initially evaluated under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), in an Environmental Impact Statement/ Environmental Impact Report (EIS/EIR) that was certified in 1998. On January 19, 1999, the Public Transportation Commission approved Resolution No. 99-009, which adopted the environmental findings for the Project, including mitigation measures set forth in the 1998 FEIS/FEIR and Mitigation Monitoring Report. The Federal Transit Administration (FTA) issued a Record of Decision on the 1998 FEIS/FEIR for the Initial Operating Segment ("IOS") on March 16, 1999. Revenue operation of Phase 1 of the Third Street Light Rail, extending from Bayshore Boulevard to Fourth and King Streets, began in April 2007.

The Central Subway alignment evaluated in the 1998 EIS/EIR had single-track portals between Brannan and Bryant Streets and one-way operations on Third and Fourth Streets in the South of Market area. The Fourth Street operations shifted to Third Street at Harrison and continued north in a shallow subway under Market Street along Kearny and Geary Streets to Stockton Street. This alternative had five stations: a surface platform at Third and King Streets and four subway stations at Moscone, Market Street, Union Square, and Chinatown.

Subsequent to the publication of the Final EIS/EIR, studies were undertaken to refine the Phase 2 Central Subway alignment which evaluated a Fourth/Stockton alignment with a deep tunnel crossing of Market Street. In community meetings in 2004, the public voiced support for evaluating a Fourth/Stockton Street alignment, which provided a more direct route to Chinatown. A deep tunnel crossing of Market Street is possible by use of a Tunnel Boring Machine (TBM) for construction; this method also minimizes surface disruption during construction. In 2005, a Fourth/Stockton alternative was developed that included the following changes: a subway portal on Fourth Street between Townsend and Brannan Streets; a relocated Moscone Station (shifted to Howard and Folsom Streets); a combined Market Street and Union Square Station; and elimination of the surface station at Third and King Streets.

On June 7, 2005, the SFMTA Board of Directors adopted Resolution No. 05-087, which selected the Fourth/Stockton option as the Locally Preferred Alternative (LPA) to be carried forward in the Supplemental Environmental Impact Statement/Supplemental Environmental Impact Report (SEIS/SEIR). The intent of the SEIS/SEIR was to update environmental conditions in the Central Subway study area and to evaluate alternatives to the project, including an enhancement to the alignment discussed in the EIS/EIR (Alternative 2) and the Fourth/Stockton Alignment, LPA (Alternative 3A). A Notice of Preparation was issued in June 2005 and a public scoping meeting was held.



In response to comments received during the public scoping process and preliminary cost estimates prepared for the Project, SFMTA made refinements to the Fourth/Stockton Alignment and identified a Fourth/Stockton, Modified LPA (Alternative 3B) for evaluation in the SEIS/SEIR. Alternative 3B includes the following changes to the adopted (Alternative 3A) LPA:

- The portal was moved north on Fourth Street to a location under the I-80 freeway, between Bryant and Harrison Streets; and the number of southbound traffic lanes in this block were reduced from four to three;
- The four southbound lanes on Fourth Street between Townsend and Bryant Streets were reconfigured to two-way operations and semi-exclusive and mixed-flow rail operation options were identified;
- A surface station was added on Fourth Street, between Brannan and Bryant Streets;
- The subway stations were reduced in size with fewer station access points;
- The Chinatown Station was moved one block north to the northwest corner of Washington and Stockton Streets to be more central to Chinatown; and
- Two TBMs were proposed for construction of the twin bore tunnels in order to reduce the construction schedule duration.

In addition, a construction variant, which extended the tunnel north to Columbus Avenue at Union Street, was proposed to facilitate the removal of the TBMs in a less congested street area. This variant was evaluated in the SEIS/SEIR for both Alternatives 3A and 3B.

On February 19, 2008, the SFMTA Board passed Resolution No. 08-029, which adopted, as the LPA, Alternative 3B with semi-exclusive surface right-of-way operation, and a construction variant, which extends the tunnel north to Columbus Avenue at Union Street, to facilitate the removal of the TBMs in a less congested street area.

### **Draft SEIS/SEIR and Final SEIS/SEIR**

The Draft SEIS/SEIR, which was released for public comment on October 17, 2007, identified Alternative 3B as the environmentally superior alternative because it reduces the construction duration and uses a TBM construction method to minimize surface disturbance and other construction-related impacts compared to the other build alternatives. Alternative 3B also minimizes the impacts associated with archaeological and historical resources, utility relocations, noise and vibration, and park and recreation facility impacts compared to the other Build Alternatives. Alternative 3B, which would provide a semi-exclusive right-of-way for light rail vehicles (similar to much of the N-Judah and the Third Street operation), improves rail operations by reducing potential delays associated with traffic congestion on Fourth Street and therefore improves travel times for Central Subway patrons on the surface portion of the rail line. Alternative 3B is the only Build Alternative that can be completed within the currently identified project funding commitment.

During the public comment period, a series of three publicized community meetings were held to provide information to the public about the Draft SEIS/SEIR released for public review. These informational meetings were well attended and the public was provided with opportunities to view renderings and talk with project staff about the Project and the environmental process.

The public comment period was closed on December 10, 2007. SFMTA received 39 comment letters, and 23 people, representing 20 organizations, provided comments at the Planning Commission public hearing held on November 15, 2007. At the public hearing, 19 speakers expressed support for the Project and one opposed the Project. Of those responding during the public comment period, five (including the Recreation and Parks Department) expressed support specifically for Alternative 3B. Of the comment letters received, 13 supported the Project, four opposed the Project, and the remainder provided substantive comments on the topics summarized below:

- Duration of construction and construction impacts, especially traffic, parking, noise, dust, and vibration, particularly in Chinatown and North Beach;
- Ensuring adequate community outreach during the construction phase;
- Impacts on transit routes north of Chinatown;
- Consistency with City plans;
- Continuation of bus service after the subway is operational;
- Mitigating the displacement of small businesses and affordable housing through relocation assistance in Chinatown;
- Further consideration of alternative station sites (most of which have already been evaluated and rejected);
- Assurance that public art will be incorporated into the project and local communities will have an opportunity to participate in the art development;
- Ensuring that job opportunities are made available to residents of local communities along the corridor;
- Demolition of an historic structure to construct the Chinatown Station and impacts on the Chinatown Historic District during construction;
- Design compatibility of the Chinatown Station and associated redevelopment on the station site with the surrounding neighborhood;
- Minimizing and mitigating impacts on the proposed Transbay Terminal bus storage facility east of Fourth Street between Perry and Stillman Streets and on Golden Gate bus operations;
- Design and functional considerations for the connections between the Union Square/Market Street Station and the existing Powell Street BART/Muni Station;
- Adequacy of project financial feasibility assessment;
- Economic impact to bond debt from parking space loss of 29 out of 985 spaces at Union Square Garage; and
- Off-site soils disposal and truck haul routes.

None of the comments raise environmental impacts not already analyzed in the Draft SEIS/SEIR, or other insurmountable issues for the Project. Responses to the comments were prepared and the Draft SEIS/SEIR was revised accordingly.

The responses to comments on the Draft SEIS/SEIR were printed and distributed to all persons/groups commenting on the Draft, and also to those requesting copies of the Draft SEIS/SEIR on July 11, 2008. Notices will be sent to the State Clearinghouse and to the Federal Register that the Final SEIS/SEIR is available.

On August 7, 2008, the City Planning Commission certified the SEIS/SEIR as accurate, adequate and objective and reflecting the independent judgment of the Planning Commission.

Staff has prepared CEQA Findings , including a Statement of Overriding Considerations (Enclosure 3), as well as a Mitigation Monitoring and Reporting Plan that summarizes all required mitigation measures to avoid or minimize potential impacts described in the Final SEIS/SEIR.(Enclosure 4).

#### **Consistency with SFMTA Adopted Plans**

The Central Subway Project is consistent with SFMTA's Strategic Plan in the following goals and objectives:

Goal 1: Customer Focus:

- 1.3 Reduce emissions as required by SFMTA Clean Air Plan
- 1.4 Improve accessibility across transit service
- 1.5 Increase percentage of trip using more sustainable modes

Goal 2: Customer Focus:

- 2.4 Reduce congestion through major corridors

Goal 3: External Affairs - Community Relations:

- 3.1 Improve economic vitality by growing relationships with businesses, community, and stakeholder groups
- 3.2 Pursue internal and external customer satisfaction through proactive outreach and heightened communication conduits
- 3.3 Provide a working environment that fosters a high standard of performance, recognition for contributions, innovations, mutual respect and a healthy quality of life
- 3.4 Enhance proactive participation and cooperatively strive for improved regional transportation

Goal 4: Financial Capacity:

- 4.2 Ensure efficient and effective use of resources

The City Attorney's Office and Contract Compliance Office have reviewed this Calendar Item.

**Recommendation**

The staff recommends that the SFMTA Board of Directors adopt the Central Subway Project Alternative 3B for construction as described in the Final SEIS/SEIR, adopt the CEQA Findings, including the Statement of Overriding Considerations and Mitigation Monitoring and Reporting Plan.

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS  
CITY AND COUNTY OF SAN FRANCISCO

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

WHEREAS, The Third Street Light Rail Project Final Environmental Impact Statement/Environmental Impact Report (FEIS/FEIR) was certified in November 1998; and,

WHEREAS, On January 19, 1999, the Public Transportation Commission approved Resolution No. 99-009, which adopted the environmental findings for the Third Street Light Rail Project, including mitigation measures set forth in the 1998 FEIS/FEIR and Mitigation Monitoring Report; and

WHEREAS, The Federal Transit Administration (FTA) issued a Record of Decision on the 1998 FEIS/FEIR for the IOS on March 16, 1999; and,

WHEREAS, The Central Subway is the second phase of the Third Street Light Rail Project; and,

WHEREAS, Studies undertaken subsequent to the Final EIS/EIR certification identified a new Fourth/Stockton Alignment to be evaluated for the Central Subway Project; and,

WHEREAS, On June 7, 2005, the San Francisco Municipal Transportation Agency Board of Directors adopted Resolution 05-087, selecting the Fourth/Stockton Alternative (Alternative 3A) as the Locally Preferred Alternative (LPA) to be carried through the Supplemental EIS/EIR (SEIS/SEIR) and the federal New Starts process; and,

WHEREAS, Alternative 3B, Fourth/Stockton Alignment, was developed as a modified LPA in response to comments received through the public scoping process for the SEIS/SEIR initiated in June 2005 and also as a result of preliminary cost estimates identifying the need for Project cost savings; and,

WHEREAS, On October 17, 2007, SFMTA released for public comment a Draft SEIS/SEIR for the Central Subway Project, which evaluated a reasonable range of alternatives including: No Build/TSM (Alternative 1); Enhanced EIS/EIR Alternative (Alternative 2); Fourth/Stockton Alignment, LPA (Alternative 3A); and Fourth/Stockton Alignment, Modified LPA (Alternative 3B) with semi-exclusive surface right-of-way and mixed-flow surface operation options; and,

WHEREAS, The semi-exclusive surface right-of-way option for Alternative 3B, Fourth/Stockton Alignment, Modified LPA, would improve surface rail operations on Fourth

Street and reduce travel times for Central Subway patrons when compared to the mixed-flow option; and,

WHEREAS, The majority of comments received during the public comment period that concluded on December 10, 2007 supported construction of the Central Subway Project, and support was greater for Alternative 3B as the LPA; and,

WHEREAS, The SEIS/SEIR concluded that Alternative 3B will have significant unavoidable environmental impacts to traffic, historic resources and socioeconomics; and,

WHEREAS, The SEIS/SEIR identified Alternative 3B as the environmentally superior Build Alternative and the only fully funded alternative; and,

WHEREAS, The three other alternatives analyzed in the SEIS/SEIR, including a No Project/TSM Alternative, an Enhanced EIS/EIR Alignment (Alternative 2) and a Fourth/Stockton Alignment (Alternative 3A), are addressed, and found to be infeasible, in the CEQA Findings attached as Enclosure 3, which are incorporated herein by reference as though fully set forth. The CEQA Findings also set forth the benefits of the project that override its unavoidable significant impacts to traffic, historic resources and socioeconomics; and,

WHEREAS, The Final SEIS/SEIR was prepared to respond to comments on the Draft SEIS/SEIR and was distributed on July 11, 2008; and,

WHEREAS, the San Francisco Planning Commission certified the SEIS/SEIR as adequate, accurate and objective and reflecting the independent judgment of the Commission on August 7, 2008; and,

WHEREAS, The SFMTA Board has reviewed and considered the information contained in the SEIS/SEIR; and,

WHEREAS, the Central Subway project will assist SFMTA in meeting the objectives of Strategic Plan Goal No. 1 to provide safe, accessible, clean, environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First policy; Goal No. 2 to improve transit reliability; Goal No. 3 to improve economic vitality through improved regional transportation; and Goal No. 4 to ensure the efficient and effective use of resources; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors adopts the Central Subway Project Alternative 3B, Fourth/Stockton Alignment with semi-exclusive surface rail operations on Fourth Street and a construction variant to extend the tunnel another 2,000 feet north of Jackson Street to extract the Tunnel Boring Machine in a temporary shaft on Columbus Avenue near Union Street; and be it further

RESOLVED, That the SFMTA Board adopts the CEQA Findings and Statement of Overriding Considerations for the SEIS/SEIR attached as Enclosure 3, and adopts the Mitigation

Monitoring and Reporting Plan attached as Enclosure 4; and be it further

RESOLVED, That the SFMTA Board authorizes the Executive Director/CEO to direct staff to continue with otherwise necessary approvals and to carry out the actions to implement the project.

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

\_\_\_\_\_  
Secretary, Municipal Transportation Agency Board

**RECREATION AND PARK COMMISSION**  
**City and County of San Francisco**  
**Resolution No. 0802-011**

**CENTRAL SUBWAY PROJECT**

**RESOLVED**, That this Commission does support the Federal Transit Administration's finding of de minimis, or minor, impacts on Union Square, Washington Park and Willie Woo Woo Wong Playground (Section 4(f) properties) for San Francisco's Municipal Transportation Agency's Central Subway Project Preferred Alternative 3B.

Adopted by the following vote:

Ayes	7
Noes	0
Absent	0

I hereby certify that the foregoing resolution was adopted at the Regular Meeting of the Recreation and Park Commission held on February 21, 2008.

  
Margaret A. McArthur, Commission Liaison



**DRAFT**

July 24, 2008  
File No. **96.281E**  
Assessor's Block 3733, Lot 093;  
Assessor's Block 0308, Lot 001(portion);  
Assessor's Block 0211, Lot 001 and  
various easements.

SAN FRANCISCO

CITY PLANNING COMMISSION

MOTION NO. \_\_\_\_\_

**ADOPTING FINDINGS RELATED TO THE CERTIFICATION OF A FINAL SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT FOR THE PROPOSED CENTRAL SUBWAY PROJECT, LOCATED ALONG AND UNDER FOURTH STREET AND UNDER STOCKTON STREET IN THE DOWNTOWN, CHINATOWN AND NORTH BEACH AREAS WITH A SURFACE STATION AT FOURTH/BRANNAN AND UNDERGROUND STATIONS AT MOSCONE, UNION SQUARE/MARKET STREET AND CHINATOWN AND CONSTRUCTION TUNNEL UNDER COLUMBUS AVENUE TO WASHINGTON SQUARE.**

MOVED, That the San Francisco Planning Commission (hereinafter "Commission") hereby CERTIFIES the Final Environmental Impact Report identified as case file No. 96.281E – Central Subway (Phase 2 of the Third Street Light Rail) Project (hereinafter "Project") based upon the following findings:

1) The City and County of San Francisco, acting through the Planning Department (hereinafter "Department") fulfilled all procedural requirements of the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 et seq., hereinafter "CEQA"), the State CEQA Guidelines (Cal. Admin. Code Title 14, Section 15000 et seq., (hereinafter "CEQA Guidelines") and Chapter 31 of the San Francisco Administrative Code (hereinafter "Chapter 31").

a. The Department determined that a Supplemental Environmental Impact Report (hereinafter "EIR") was required for Phase 2 of the Central Subway and provided public notice of that determination by publication in a newspaper of general circulation on June 11, 2005. As the original environmental document for the Third Street Light Rail Project (certified 1998) was a joint federal and state document, the supplemental is also a joint document, a Supplemental Environmental Impact Statement/Supplemental Environmental Impact Report.

b. On October 17, 2007, the Department published the Draft Supplemental Environmental Impact Statement/Supplemental Environmental Impact Report (hereinafter "DSEIS/SEIR") and provided public notice in a newspaper of general circulation of the availability of the document for public review and comment and of the date and time of the Planning Commission public hearing on the DEIR; this notice was mailed to the Department's list of persons requesting such notice.

c. Notices of availability of the DSEIS/SEIR and of the date and time of the public hearing were posted along the project site by staff on October 17, 2007. The Federal Transit Administration published a Notice of Availability of a Supplemental Environmental Impact Statement in the Federal Register on October 26, 2007.

CITY PLANNING COMMISSION

File No.1996.281E

d. On October 16, 2007, copies of the DSEIS/SEIR were mailed or otherwise delivered to a list of persons requesting it, to those noted on the distribution list in the DEIR, to adjacent property owners, and to government agencies, the latter both directly and through the State Clearinghouse.

e. The Notice of Completion for the DSEIR was filed with the State Secretary of Resources via the State Clearinghouse on October 15, 2007.

2) The Commission held a duly advertised public hearing on said Draft Supplemental Environmental Impact Report on November 15, 2007 at which time opportunity for public comment was given, and public comment was received on the DSEIS/SEIR. The period for acceptance of written comments ended on December 10, 2007.

3) The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the 55-day public review period for the DEIR, prepared revisions to the text of the DSEIS/SEIR in response to comments received or based on additional information that became available during the public review period, and corrected errors in the DSEIS/SEIR. This material was presented in a "Draft Comments and Responses" document, published on July 11, 2008 was distributed to the Commission and to all parties who commented on the DEIR, to persons who had requested the document and was available to others upon request at Department offices.

4) A Final Environmental Impact Statement/Environmental Impact Report has been prepared by the Department, consisting of the Draft Environmental Impact Report, any consultations and comments received during the review process, any additional information that became available, and the Summary of Comments and Responses all as required by law.

5) On February 19, 2008, the San Francisco Municipal Transportation Agency (SFMTA) adopted as its preferred alternative the Locally Preferred Alternative (LPA) as described in the Final Supplemental Environmental Impact Statement/Supplemental Environmental Impact Report as Alternative 3 Option B. The LPA would extend 1.7 miles north from the T-Third line terminus at Fourth and King Streets via Fourth and Stockton Streets to the Central Subway Terminus in Chinatown. Beginning at the existing T-Third station at Fourth and King Streets, the alignment would continue north on the surface of Fourth Street and go underground under the I-80 freeway to proceed in subway north under Fourth and Stockton Streets to Jackson Street in Chinatown. A construction option would continue the tunnels north of the Chinatown station under Stockton Street and Columbus Avenue to north of Union Street to allow for the removal of the tunnel boring machines. There would be one surface station on Fourth Street, north of Brannan Street and three subway stations at Moscone, Union Square/Market Street and Chinatown between Washington and Jackson Streets.

6) Project environmental files have been made available for review by the Commission and the public. These files are available for public review at the Department offices at 1650 Mission Street, and are part of the record before the Commission.

Assessor's Block 3733, Lot 093;  
Assessor's Block 0308, Lot 001(portion);  
Assessor's Block 0211, Lot 001 and  
various easements.

Motion No. \_\_\_\_

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7) On July 24, 2008, the Commission reviewed and considered the Final Supplemental Environmental Impact Report and hereby does find that the contents of said report and the procedures through which the Final Supplemental Environmental Impact Statement/Supplemental Environmental Impact Report was prepared, publicized and reviewed comply with the provisions of CEQA, the CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code.

8) The Planning Commission hereby does find that the Final Supplemental Environmental Impact Report concerning File No. 1996.281E – the Central Subway Project (Phase 2 of the Third Street Light Rail Project) reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the Comments and Responses document contains no significant new information to the DSEIS/SEIR that would require recirculation under CEQA Guideline Section 15088.5, and hereby does CERTIFY THE COMPLETION of said Final Supplemental Environmental Impact Report in compliance with CEQA, the CEQA Guidelines and Chapter 31.

9) The Commission, in certifying the completion of said Final Supplemental Environmental Impact Report, hereby does find that the project described in the Final Supplemental Environmental Impact Statement/Supplemental Environmental Impact Report and as adopted as the LPA by the San Francisco Municipal Transportation Agency, described as Alternative 3B in the Final Supplemental Environmental Impact Report would have the following significant unavoidable environmental impacts, which could not be mitigated to a level of non-significance:

a. A significant effect on the environment in traffic impacts to the following intersections (1) project-specific impacts at Third/King in the am peak hour and Fourth/Harrison in the pm peak; and (2) cumulatively considerable impacts at Third/King in the am and pm peaks; Fourth and King in the pm peak; and Fourth and Harrison in the pm peak.

b. A significant effect on the environment in housing and employment in that the project would displace 8 businesses and 17 residential units with the demolition at 933-949 Stockton Street.

c. A significant effect on the environment in cultural resources in that the project may affect archaeological deposits and would cause demolition of a contributing historic resource to the Chinatown historic district at 933-949 Stockton Street.

I hereby certify that the foregoing Motion was ADOPTED by the Planning Commission at its regular meeting of July 24, 2008.

Linda Avery  
Commission Secretary

**ATTACHMENT A**

## **CENTRAL SUBWAY/THIRD STREET LIGHT RAIL PHASE 2**

### **FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT MUNICIPAL TRANSPORTATION AGENCY**

#### **I. INTRODUCTION**

The following Findings are hereby adopted by the San Francisco Municipal Transportation Agency Board ("SFMTA Board") with respect to the Central Subway/Third Street Light Rail Phase 2 Final Supplemental Environmental Impact Statement/Final Supplemental Environmental Impact Report ("SEIS/SEIR") pursuant to the requirements of the National Environmental Policy Act of 1969, §102 (42 U.S.C. §4332); Federal Transit Laws (49 U.S.C. §5301(e), §5323(b) and §5324(b)); Section 4(f) of the Department of Transportation Act of 1966 (49 U.S.C. §303); National Historic Preservation Act of 1966, §106 (16 U.S.C. §470f); 40 CFR Parts 1500-1508; 23 CFR Part 771; Executive Order 12898 (Environmental Justice); and California Environmental Quality Act, California Public Resources Code Sections 21000 et seq. ("CEQA"), the Guidelines for Implementation of CEQA, 14 California Code of Regulations Sections 15000 et seq., (the "CEQA Guidelines") and Chapter 31 of the San Francisco Administrative Code.

This document is organized as follows:

Article II describes the Project.

Article III describes the actions to be taken by the SFMTA Board.

Article IV provides the basis for approval of the Project (the Locally Preferred Alternative identified in the Final SEIS/SEIR), a description of each alternative, and the economic, legal, social, technological, and other considerations which lead to the rejection of such alternatives as infeasible.

Article V sets forth Findings as to the disposition of each of the mitigation measures proposed in the Final SEIS/SEIR. Mitigation measures are grouped in the following categories:

- (1) Measures which are within the jurisdiction and responsibility of another governmental agency and which are recommended by the SFMTA Board for adoption by that agency;
- (2) Measures which are within the jurisdiction and responsibility of the City and County of San Francisco and which are proposed for adoption by the SFMTA Board.

Article VI identifies the location and custodians of the records for the Central Subway Final SEIS/SEIR.

Article VII identifies the unavoidable, significant adverse impacts of the Project which have not been mitigated to a level of insignificance by the adoption of mitigation measures as provided in Article V.

Article VIII contains a Statement of Overriding Considerations, setting forth specific reasons in support of the SFMTA Board's actions in light of the significant unavoidable impacts discussed in Article VII.

Exhibit 1, attached to these Findings, contains the Mitigation Monitoring and Reporting Program ("MMRP"). It provides a table summarizing the mitigation measures, grouped by subject, in the order that they are proposed and analyzed in the Final SEIS/SEIR; specifies the agency responsible for implementation of each measure; and establishes monitoring actions and a monitoring schedule.

## **II. PROJECT DESCRIPTION**

### **A. Project Approvals**

The Project consists of a series of approvals that together define the terms under which the Project will occur. The Project Sponsor is the San Francisco Municipal Transportation Agency ("SFMTA"). The City and County of San Francisco's Board of Supervisors, the San Francisco Transportation Authority, the San Francisco Planning Commission, Caltrans, the California Public Utilities Commission, the Bay Area Rapid Transit District and other governmental agencies and districts will be taking various approval actions related to the Project. The Project is composed of the following major permits and approvals, and related and collateral actions:

1. CPUC permit for all at-grade or grade-separated railroad, highway, street and pedestrian crossings (CPUC Code Section 1200);
2. Caltrans Encroachment permit for use of right-of-way;
3. BART amendment of existing MUNI/BART Joint Station Maintenance Agreement for Powell Street Station and approval of Station Improvement Coordination Plan;
4. Board of Supervisors initiation and approval of acquisition and eminent domain of properties; use of city right-of-way, including easements, for stations or track alignments; use of park property at Union Square Park; and adoption of San Francisco Planning Code amendments to allow demolition of residential uses in Chinatown at 933-949 Stockton Street;
5. Planning Commission adoption of General Plan Consistency/Planning Code § 101.1 findings in regard to various actions and Transit Oriented Development at stations and recommendation of San Francisco Planning Code amendments for demolition of residential uses in Chinatown at 933-949 Stockton Street;
6. Recreation and Parks Commission approval of Section 4(f) findings of de minimis impacts to Union Square (approval granted Resolution 0802-011, February 21, 2008);
7. Advisory Council on Historic Preservation and California State Historic Preservation Officer (SHPO) concurrence with Findings of Effect and Historic Property Survey Report

and approval of Cultural Resources Memorandum of Agreement with SFMTA and FTA describing procedures for protection and mitigation of impacts to historic and cultural resources pursuant to Section 106 of the National Historic Preservation Act;

8. SF Landmarks Preservation Advisory Board concurrence with findings of Historic Properties Architecture Report and Mitigation Monitoring and Reporting Program;
9. SF Department of Public Works approval of construction in, and changes to, City Streets and sidewalks;

These approvals, along with implementation actions related thereto, are referred to collectively herein as the "Project."

B. Detailed Project Description/Relationship to the Final SEIS/SEIR

The following is a description of the uses contemplated by the Project and the Project's relationship to the Final SEIS/SEIR.

A Draft Supplemental Environmental Impact Statement/Environmental Impact Report ("Draft SEIS/SEIR") was prepared and distributed to the public on October 17, 2007. Notice of availability of the Draft SEIS/SEIR was published in the San Francisco Independent newspaper and posted at the San Francisco Planning Department. A Notice of Availability for the Draft SEIS was published in the Federal Register (Vol. 72, No 207, page 60847), October 26, 2007. Newsletters were sent to the project mailing list announcing the availability of the Draft SEIS/SEIR, and a letter was sent directly to property owners whose properties could be directly affected by the Project. Announcements were posted throughout the Project area, including along Fourth Street beginning at King Street to Market Street and along Stockton Street to Washington Square (in both English and Chinese). Notices were sent to all property owners within 300 feet of the Project boundary. The Draft SEIS/SEIR was available for on-line review on the SFMTA web site. Over 160 copies, both printed and compact disc versions, of the Draft SEIS/SEIR were mailed to agencies and individuals.

The document was also available for review at the following locations:

- SFMTA Central Subway project office at 821 Howard Street, 2<sup>nd</sup> floor
- San Francisco Central Library, 100 Larkin Street;
- Hastings College of Law Library, 200 McAllister Street;
- Chinatown Library, 1135 Powell Street;
- North Beach Library, 2000 Mason Street;
- San Francisco Planning Department, 1660 Mission Street, First Floor Public Information Center; and
- Stanford University Libraries, Stanford, CA.

In addition to the public meetings held over the course of the project, three community meetings

to share information about the Draft SEIS/SEIR were held in 2007 (October 30 at the Pacific Energy Center at 851 Howard Street; November 8, at the Gordon J. Lau Elementary School in Chinatown, and November 13 at 1 South Van Ness with the Community Advisory Group). The Public Hearing on the Draft SEIS/SEIR was held on November 15, 2007 at the San Francisco Planning Commission in San Francisco City Hall.

The Project, described below, is based on the Alternative 3B description contained in the Final SEIS/SEIR. The SFMTA Board, after a duly noticed public hearing on February 19, 2008 adopted the Fourth and Stockton Alignment 3B as the new Locally Preferred Alternative. The Project would be located in the northeastern section of San Francisco, from downtown to Chinatown, and has the following major features:

- 1.7-mile extension of T-Third LRT at Fourth and King Streets as Phase 2 of the project primarily in a semi-exclusive right of way along surface alignment on Fourth Street to a portal between Bryant and Harrison Streets where it transitions to twin bore tunnels proceeding under Fourth and Stockton Streets to the Central Subway terminus in Chinatown located near Stockton and Jackson Streets;
- One surface station on Fourth Street, north of Brannan Street, and three subway stations at Moscone Center on Fourth Street between Folsom and Howard Streets, Union Square/Market Street on Stockton Street between Market and Geary Streets, and Chinatown on Stockton between Clay and Jackson Streets;
- The Moscone Station located between Folsom and Howard Streets would have mezzanine and concourse levels and a platform level that would serve both northbound and southbound trains. The main station entrance (escalators, stairs, and tow elevators) would be in the off-street property at 266 Fourth Street. An emergency exit would be provided on the west side of Fourth Street mid-block between Folsom and Howard Streets. Ventilation shafts would be located on the west side of the station entrance.
- A deep crossing under the Market Street Subway and BART tunnels and an easement under buildings at 790 and 798 Market Street and 2 Stockton Street to a combined Union Square/Market Street Station.
- A combined Union Square/Market Street Station would be located on Stockton Street between Geary and Market Streets, and would have a platform centered on O'Farrell Street with a connecting concourse to BART and one platform level that would serve both northbound and southbound Central Subway trains. The south end of the Union Square/Market Street Station would connect to the BART/Muni Metro Market Street Subway at the Powell Street Station using existing and improved pedestrian entrances on Market Street and at the northeast corner entrance on Stockton and Ellis Streets. Potential improvements to the existing station access/egress on Ellis Street may require a bulb-out of the sidewalk and potential elimination of three parking spaces and a street tree. At the north end of the station the main entrance would be located at the southeast corner of Union Square Park on Geary Street just west of Stockton Street. The entry would include new escalators and stairs. Up to two elevators would be constructed off Stockton Street near the corner at Geary Street. Up to 34 parking spaces in the Union Square garage would be displaced. Emergency exits would be located on O'Farrell Street. Ventilation shafts are located in the Ellis/O'Farrell garage.

- The Chinatown Station would be located on Stockton Street between Clay and Jackson Streets and would have a mezzanine and concourse and one platform level for north and southbound trains. The main pedestrian entrance would be in a building that Muni would construct on the west side of Stockton Street south of Washington Street (933-949 Stockton Street) requiring the demolition of the existing building to accommodate escalators, stairs, two elevators, and two emergency ventilation shafts. SFMTA would acquire the parcel and one building and relocate eight businesses and 17 residential units. Existing zoning would allow for a 65-foot high building above the station entry. Twin storage tracks, capable of storing two-car trains, would extend north of the underground station, about 60 feet beyond Jackson Street. An emergency exit is provided on the west side of Stockton Street, between Washington and Jackson Streets. Ventilation shafts would be located in the southwest corner of the station entrance property.
- An approximately 2,000 foot tunnel would extend north of Jackson Street to facilitate extraction of the Tunnel Boring Machine in a temporary shaft under the middle two lanes of Columbus Avenue near Washington Square Park.

### **III. ACTIONS**

The SFMTA Board is taking various actions in furtherance of the Project. The Actions of the Board in connection with the Project include the following:

1. Adoption of the Project;
2. Adoption of CEQA Findings, including a statement of overriding considerations, mitigation measures, and a mitigation monitoring and reporting program;
3. Approval of surface street changes, traffic operation changes, traffic control measures, and on-street parking changes.

### **IV. ALTERNATIVES CONSIDERED BUT ELIMINATED**

Design options and alternatives considered for the Central Subway Project, but eliminated from further review during the SEIS/SEIR process are described below.

#### **Tunnel Construction Methods**

During conceptual engineering, a deep crossing of the BART/Muni Metro Market Street Subway at Third Street using a Tunnel Boring Machine (TBM) to bore the northbound and southbound tunnels was considered for the Enhanced EIS/EIR Alignment (Alternative 2) as compared to the shallow tunnel alignment proposed in the 1998 FEIS/FEIR. In this scheme the TBM would have been deployed between the single portals on Third and Fourth Streets and the intersection of Stockton and Geary Streets. This alignment would have passed under several properties between Third Street at Market Street and Stockton Street at Geary Street thus allowing for a straighter alignment compared to the shallow tunnel construction alignment. From that point northward



the Sequential Excavation Method (SEM) of tunneling would have been used to reach the Chinatown terminus. The potential for incorporation of a deep Market Street crossing into the Enhanced EIS/EIR Alignment was evaluated in the “Special Alignment and Validation Studies.” The Third Street deep tunnel under Market Street was found to have a longer construction schedule and greater tunnel construction impacts to a sewer main, and higher costs, than a deep crossing on the Fourth/Stockton Alignment. These factors were discussed at public meetings in the summer and fall of 2004. The Alternative 2-Enhanced EIS/EIR Alignment was subsequently eliminated from further consideration and the Fourth/Stockton Alignment was selected by the SFMTA Board as the Locally Preferred Alternative (LPA). A deep crossing of Market Street is proposed, as part of the Alternative 3 – Fourth/Stockton Alignment.

The use of a mega tunnel with a single large diameter bore for tunnels and stations was explored as an alternative to the twin tunnel construction method. Station access and ventilation shafts would be constructed via cut-and-cover techniques from the surface. The mega tunnel would require stacked stations that would push the platform levels to even greater depths. This tunneling concept was eliminated from further consideration because soil conditions are not optimal and settlement concerns would be greater with this approach, the larger TBM radii turns would impact more right-of-way requiring more costly right-of-way acquisition, and the platform depths would result in longer station access times for patrons. In addition, the deeper alignment under the BART/Muni Metro Market Street Subway would force the relocation of the Union Square/Market Street Station (UMS) for the Fourth/Stockton Alignment further north, creating a longer walk for passengers transferring to UMS from the BART/Muni Metro Powell Street Station.

### **Station Locations**

The station locations and the northern boundary of the Phase 2, Central Subway were initially established early in the Third Street Light Rail planning process as part of the **Bayshore Transit Study** completed in 1993 and incorporated into the **Four Corridor Study** prepared by the San Francisco Transportation Authority in 1995. The northern limit of the Third Street Light Rail Corridor was originally at California Street (**Four Corridor Plan**) and was later extended to Jackson Street, the northern project boundary analyzed in the 1998 EIS/EIR. The study limit of Jackson Street, established in the 1998 EIS/EIR, was important in distinguishing funding priorities for transportation corridors in the City and also for establishing the Project eligible for federal funding.

As studied in the 1998 EIS/EIR, all station access points for the Project were provided in sidewalk areas within the public right-of-way. Early in the Phase 2 planning process for the Central Subway, station location and access studies were undertaken to evaluate the opportunities for locating station access points out of the public right-of-way to minimize disruption to the congested sidewalks and pedestrian traffic along the Project Corridor. At the same time, an alternative with a more direct alignment for the rail corridor, the Fourth/Stockton Alignment, was also being studied. When the Notice of Preparation (NOP) was issued in June 2005, off-street station access locations had been incorporated in several locations into both the Enhanced EIS/EIR Alignment alternative and the Fourth/Stockton Alignment alternative.

Further refinement of the station locations occurred between June of 2005 and summer of 2006 when the environmental process was reactivated. The northern boundary for the Project remained fixed at Jackson Street consistent with the 1998 EIS/EIR.

During conceptual engineering and public outreach discussed above, the San Francisco Planning Department and members of the public expressed concerns about the location of the Moscone Station on the Fourth/Stockton Alignment. Three locations for a Moscone Station were identified and discussed with the public at meetings in 2004 and 2005. The options included 1) Fourth Street between Howard and Folsom Streets, 2) Fourth Street between Folsom and Harrison Streets, and 3) Fourth Street between Howard and Folsom Streets with an additional subway station on Fourth Street south of Harrison Street. A member of the public and the cost reduction panel suggested a fourth option locating the station on Fourth Street between Mission and Howard Streets. The second and third options were developed in response to the Planning Department's concern about serving the anticipated development on Fourth Street, south of Harrison Street and north of the Fourth/King Station. The second Moscone Station location on Fourth Street between Folsom and Harrison Streets was eliminated from further consideration in this SEIS/SEIR because of potential safety conflicts between vehicles and pedestrians at the ramps leading to the I-80 freeway and a lack of public support expressed at meetings in the summer and fall of 2004.<sup>1</sup> The third option was eliminated due to the cost of an additional subway station on Fourth Street between Brannan and Bryant Streets, however, when Fourth/Stockton Alignment Option B (Modified LPA) was developed a surface station was added at that location. The fourth option between Mission and Howard Streets was eliminated due to the conflict with a major sewer line on Fourth Street in this area, and station spacing concerns given the proximity of the Moscone Station between Mission and Howard Streets and a Union Square/Market Street Station between Ellis and O'Farrell Streets.

In Union Square, merchants expressed concerns in meetings held during 2004 and 2005 about the narrowing of sidewalks in the busy retail core and the potential impacts on businesses adjacent to subway entrances. The redesigned Union Square Plaza was identified for potential access to the Union Square Station for the Enhanced EIS/EIR Alignment and was favorably received by the business community and civic organizations. This station access proposal was incorporated into the Fourth/Stockton Alignment Option A and later refinements to Union Square Station access were incorporated into Alternative 3B.<sup>2,3</sup>

Four potential off-site locations were identified for locating an entrance to the Chinatown station centered on Clay Street: 1) the southwest corner of Stockton and Sacramento Streets intersection (777 Stockton Street); 2) the east side of Stockton Street north of Sacramento Street (814-828 Stockton Street); 3) the north side of Clay Street, west of the Stockton Street intersection (910-918 Clay Street); and 4) mid-block on the east side of Stockton Street between Jackson and Pacific Streets (site located in Ping Yuen Housing Complex at 799 Pacific). These sites were

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<sup>1</sup> PB/Wong and San Francisco Municipal Railway, "Working Paper Task 1.60-11 Additional Station Location and Access Studies, Revision", May 24, 2005.

<sup>2</sup> Ibid.

<sup>3</sup> PB/Wong and San Francisco Municipal Railway, "Summary Report Task 1.60-4 Special Alignment and Validation Studies" Revision 0, June 30, 2005.

identified and evaluated based on factors such as building size and heights (one to two-story buildings were preferred to minimize neighborhood disruption to multi-story residential buildings), ability to accommodate station facilities and vent shafts, overall accessibility, constructability, business and residential displacement, development potential, possible environmental impacts, and consistency with previous planning studies such as the Four Corridors Plan. The 814-828 Stockton Street site emerged as the preferred site. The parking structure at 777 Stockton Street was eliminated from consideration because of its small size, which restricted the ability to accommodate the station entrance/exits and the vent shafts and to retain existing residential uses on the property. The 910-918 Clay Street site was eliminated from further consideration also because of its small size, which restricted the ability to accommodate station facilities and the vent shaft, the number of community organizations located in the building that would be affected, and because of its distance to the station at Stockton Street relative to other station location options. The steep grades on Clay Street, in combination with the distance from Stockton Street, made this site less accessible than others under consideration. The Ping Yuen site was eliminated as a station entrance due to its relative distance from the next closest station (Union Square/Market Street) and its location beyond the established study area in the Third Street Light Rail EIS/EIR and the Four Corridor Plan. Further restrictions on this site included a 12-foot drop from street level to the site with no access from the street level for construction equipment and staging areas, displacement of an existing child care center on the site, and construction impacts to residents of the public housing occupying the site.

In community meetings that were held subsequent to the publication of the initial NOP in 2005, the meeting participants suggested that the Chinatown Station site be moved closer to the heart of the Chinatown business district. Based on further assessments and screening, two additional access points were evaluated at that time in conjunction with a subway station site between Clay and Washington Streets at the southwest corner of the Stockton and Washington Streets intersection (933-949 Stockton Street) and the east side of Stockton Street, south of Washington Street (944-960 Stockton Street). The 944-960 Stockton Street site was eliminated from further consideration as it only afforded limited access through the basement of the existing Mandarin Towers building making the provision of station entrances/exits and vent shafts difficult. Thus only the 933-949 Stockton Street site was incorporated into the Fourth/Stockton Alignment, Option B. Both the two story building at 933-949 Stockton Street, near Washington Street, and the two story building at 814-828 Stockton Street near Sacramento Street are analyzed in the SEIS/SEIR.

The purpose of the SEIS/SEIR is to examine alternative transit improvements in the Central Subway Corridor in terms of their potential environmental and social-economic impacts and to compare the alternatives based on the following Project goals: 1) improve travel and mobility for transit riders; 2) improve transit access to employment opportunities and to other areas of the City and region; 3) enhance physical environment while minimizing adverse environmental impacts; 4) ensure compatibility with transit-supportive policies; 5) implement a financially feasible project and 6) gain community acceptance and support from City officials. The Project's Final SEIS/SEIR presents more details on selection and rejection of alternatives.

**A. Reasons for Selecting the Project Set Forth in the Project Approvals:**

As noted in Article II above, the Project is based generally on the Project Description of Alternative 3B – Fourth/Stockton Alignment Option B presented in Chapter 2 of the Final SEIS/SEIR.

In approving the aspects of the Project within the SFMTA Board's jurisdiction, the SFMTA Board has carefully considered the attributes and environmental effects of the Project and the Alternatives discussed in the Final SEIS/SEIR. This consideration, along with the reports from staff and considerable public testimony, has resulted in the Project. The Project represents the combination of features which, in the opinion of the SFMTA Board, most closely meets the Project's purpose and need as set forth in Chapter 1 of the Final SEIS/SEIR and summarized as follows.

As the Project Sponsor, SFMTA's objective for the proposed Project is to complete the second phase of the Third Street Light Rail Project and provide Muni transit improvements in the Central Subway Corridor. SFMTA is seeking federal funding assistance to construct the proposed Central Subway Project. In 2003 SFMTA began conceptual engineering on the 1998 Phase 2 Central Subway alignment that used King, Third, Harrison, Kearny, and Geary Streets, as well as Fourth and Stockton Streets, and included a shallow tunnel crossing of Market Street at Third Street. In response to a series of community meetings and two years of conceptual engineering and design refinement efforts, a new alignment was identified to avoid, minimize, or mitigate potential impacts described in the 1998 FEIS/FEIR. On June 8, 2005, the SFMTA Board designated the new alignment that was entirely located on Fourth and Stockton Streets, as the Central Subway Locally Preferred Alternative (LPA). This alternative was developed to avoid surface impacts along King, Third, Harrison, Kearny, and Geary Streets and to use a deep tunnel crossing of Market Street to avoid the existing sewer system on Mission Street.

In June 2005 the City circulated an NOP to notify the public of the preparation of a Supplemental EIS/EIR (SEIS/SEIR) to evaluate the Central Subway alternatives. FTA will determine if the preferred alternative meets their transit investment objectives and decide whether to recommend federal funding for the Project. Transit investment objectives include:

- Achieve transit service and mobility goals, while minimizing social, economic, and environmental impacts;
- Increase transit use and reduce travel time at a reasonable cost;
- Link public transportation investments with land use planning and community revitalization;
- Have strong public and political support and compatibility with local, regional, and state planning initiatives; and
- Enhance and preserve the environment, particularly in terms of reduced air and noise pollution and congestion relief.

The Central Subway Project would help to address mobility and transit deficiencies in the northeastern part of San Francisco by improving connections to communities in the southeastern part of the City and improving reliability of transit services. Transit deficiencies include those that exist at present and those that are anticipated to exist during the 20-year plus planning

horizon (2030). The Central Subway Project is also intended to serve as a key infrastructure improvement to help ease congestion in the Study Area; improve transit service to the large transit-dependent population that resides along the Corridor; accommodate the increasing number of residents in the South of Market area; and serve mobility needs for the new jobs that are expected to be created in the Study Area.

## PROJECT GOALS AND OBJECTIVES

The goals and objectives for the Central Subway Project are based on the goals originally established in the **Bayshore Transit Study for the Third Street Light Rail Project**.<sup>4</sup> These goals are also consistent with the San Francisco **Downtown Plan** and **General Plan** and the San Francisco County Transportation Authority's **Four Corridor Plan**.<sup>5</sup> <sup>6</sup> They also conform to FTA guidelines for evaluating the worthiness of proposed major transit capital investment projects. Prior to 1991, FTA evaluated major transit investment projects primarily on their cost effectiveness and their degree of local financial support. The FTA guidelines have been subsequently updated as part of the 1991 federal Intermodal Surface Transportation and Efficiency Act (ISTEA) and the 2005 SAFETEA-LU to include performance measures as major considerations in the evaluation of proposed capital investment for transit projects. Further modifications to FTA guidelines were initiated in 1997 and again in 2006 as part of the Section 5309 New Starts Criteria. The guidelines added access and mobility improvements, environmental benefits (particularly air quality and energy use reduction), cost-effectiveness, transit system operating efficiencies, such as changes in operating cost per passenger mile, transit-supportive land use, promotion of economic development, and local financial commitment. Measures are developed for each criterion for the purpose of comparing project alternatives.

The seven principal goals, that Muni identified for the overall Third Street Light Rail Project to guide the evaluation of alternatives, are still applicable to the Phase 2 Central Subway Project. They are:

1. Travel and Mobility Goal Improve transit service to, from, and within the Central Subway Corridor, thereby enhancing the mobility of Central Subway Corridor residents, business people and visitors.
2. Equity Goal. Bring transit service in the Central Subway Corridor to the level and quality of service available in other sections of the City.
3. Economic Revitalization/Development Goal Design transportation improvements that support economic revitalization and development initiatives within the South of Market, Downtown and Chinatown Study Area.
4. Transit-supportive Land Use Goal Ensure compatibility with City land use plans and policies and transportation improvements so that transit ridership can be maximized and the number of auto trips reduced.

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4 San Francisco Municipal Railway, **Bayshore Transit Study Final Report**; December 1993. Available in Project File 96.281E at the San Francisco Planning Department, 1650 Mission Street, San Francisco.

5 San Francisco Planning Department, **General Plan** and San Francisco Planning Department, **Downtown Plan**, last amendment May, 2005.

6 San Francisco Transportation Authority, June 1995, **Four Corridor Plan**; available for review in Project File 96.281E at the San Francisco Planning Department, 1650 Mission Street, San Francisco.

5. Environmental Goal Provide transit improvements that enhance and preserve the social and physical environment and minimize potential negative impacts during construction and operation of the line.
6. Financial Goal Implement transit improvements that provide for the efficient use of limited financial resources and are cost-effective.
7. Community Acceptance and Political Support Goal Provide a transportation system that reflects the needs and desires of Central Subway Corridor residents and business people and is compatible with the City's planning initiatives.

**B. Rejection of the No Project/No Build/Transportation System (TSM) Management Alternative**

The No Project / No Build/TSM Alternative consists of the existing T-Third LRT and existing Muni bus service with projects programmed in the financially constrained Regional Transportation Plan. This alternative is described on pages 2-3 to 2-9 of the Final SEIR/SEIS. It includes growth and proposed development in San Francisco in the 2030 horizon year. Under this alternative it is assumed that bus service would increase by about 80 percent by 2015 to meet demand and increased frequencies on the 30-Stockton and 45-Union bus line would be among bus changes.

The No Build/TSM Alternative is rejected for the following reasons:

- Fails to Accommodate Year 2030 Transit Demand of 99,600 weekday bus passengers, an increase over existing ridership of 30,900 bus passengers.
- Fails to complete the Third Street LRT (T-Line) as described in the 1998 EIR/EIS, and is not consistent with the 1995 **Four Corridor Plan** or **Regional Transit Plan**.
- Fails to Create a Transit Oriented Development – The No Build Alternative will not facilitate the development of high density mixed use development south of Market Street (Moscone Station) or in the Chinatown area that would encourage the use of environmentally friendly transportation thereby reducing transportation impacts of the development.
- The No Project Alternative would result in increased future congestion at some intersections, reduced transit service reliability, increased transit travel times, increased energy consumption, and increased air pollution when compared to the Build Alternatives.

The No Build/TSM Alternative would also be less consistent than the Preferred Project with many of the policies and goals of the **General Plan** including, but not limited to: transit services would not keep pace with future travel demand in the Study Area. As the quality and efficiency of public transit service deteriorates users could be attracted to alternative modes of transportation, including use of private vehicles. For this reason, the No Project/TSM Alternative would be inconsistent with transportation policies contained in Area Plans that encourage accommodating future employment and population growth in San Francisco through

transit, rather than private automobiles.

For the economic, legal, social, technological, and other considerations set forth herein and in the Final SEIS/SEIR, the No Build Alternative is rejected as infeasible.

### **C. Rejection of Alternative 2 and Alternative 3A**

Alternative 2 is the same alignment along King, Third, Harrison, Kearny, Geary, Fourth and Stockton Streets as presented in the 1998 FEIS/FEIR, but with a shallow subway crossing of Market Street and with the addition of above-ground emergency ventilation shafts, off-sidewalk subway station entries where feasible, and the provision of a closed barrier fare system. This alternative includes one surface platform at Third and King Streets and four subway stations at Moscone, Market Street, Union Square, and Chinatown. Alternative 2 is rejected for the following reasons:

- The Community Advisory Group (CAG ) and public input did not prefer this alternative; and in particular, the residents along Third Street expressed concern that the Third Street surface alignment portion of this alternative would significantly disrupt their neighborhood.
- The split alignment (along a section of Third Street and Fourth Street) made operation of the T-Third/Central Subway system less efficient for operation than the straight alignment of Alternative 3A and 3B. Alternative 2 has the highest incremental cost per hour of transportation system-user benefit of all of the build alternatives (+\$9 per hour over 3A and 3B) and would be assigned a low cost effectiveness rating based on FTA criteria.
- Because of the longer pedestrian corridors within the Montgomery Station, this alternative has longer passenger transfer connections with BART and Muni at Market Street than Alternative 3A and 3B.
- The Capital Cost of this Alternative would be \$1,685 million in the year of expenditure (YOE) dollars which is higher than either Alternative 3A (\$1,407 million) or 3B (\$1,235 million).
- This alternative would not offer fewer environmental impacts than Alternatives 3A or 3B and would impact Union Square with vent shafts and visual changes to the eastern stairway of the Park; would displace 59 off-street parking spaces; would result in impacts (shadow and visual) to Willie “Woo Woo” Wong Park from the station at 814-828 Stockton Street in Chinatown; would displace 10 small businesses compared with eight small businesses in Alternative 3B; would potentially impact 14 highly sensitive prehistoric archaeological sites, three sensitive historical archaeological sites, and three historical architectural properties [as compared to seven highly sensitive prehistoric archaeological properties for Alternative 3B LPA]; and would have significant traffic impacts at Third/King and Sixth/Brannan Streets intersections.

Alternative 3A is the same alignment as Alternative 3B (the Locally Preferred Alternative and the Proposed Project) but differs from Alternative 3B in the station locations and station platform size. Alternative 3A is rejected for the following reasons:

- The Capital Cost of this alternative would be \$1,407 million (YOE) compared with the cost of Alternative 3B at \$1,235 million (YOE), a \$172 million difference.
- The Chinatown station located at 814-828 Stockton Street is one block further from the core of Chinatown retail district than the Chinatown station in Alternative 3B.
- The property at 814-828 Stockton Street would need to be demolished for the station, and this building has been identified as potentially historic (built in 1923) and a contributor to the potential Chinatown Historic District.
- This alternative would displace ten small business compared with eight for Alternative 3B..
- The Chinatown station at 814-828 Stockton would have significant impacts to the Willie “Woo Woo” Wong Park to the east including visual, shadow, pedestrian traffic, and noise impacts during construction. This alternative is not preferred by the Recreation and Park Commission.
- The station at Union Square/Market Street would have a vent shaft in Union Square and the entry to the station in the middle of the steps along the east side (Stockton Street) of the Park; this was not preferred by the Recreation and Park Commission when compared with Alternative 3B because of the vent shafts in the Park and the cross-park pedestrian traffic to the entry on the Stockton Street side of the Park.

#### **D. Alternatives Proposed by Members of the Public**

The SFMTA Board acknowledges and approves the Fourth/Stockton Alignment Alternative 3B described above below as the Locally Preferred Project (LPA) because the SFMTA Board finds that there is substantial evidence of specific economic, legal, social, technological, and other considerations that make the LPA desirable as the Preferred Project.

The SFMTA Board also rejects all the Alternatives other than that identified as the LPA in the Final SEIS/SEIR, because the Board finds that there is substantial evidence of specific passenger service, economic, legal, social, technological and other considerations that make such Alternatives less desirable than the LPA for the reasons outlined above below and in the Project’s Final SEIS/SEIR.

During the public comment period, various property owners and commenter’s proposed alternatives to the preferred Project. These alternatives were described and analyzed in the Final SEIS/SEIR and Volume II of the Final SEIS/SEIR, Responses to Public Comments. These alternatives are rejected as infeasible for the passenger service, economic, legal, social, technological and other considerations set forth in the Final SEIS/SEIR at the above mentioned citations. (See Station Alternatives considered and rejected by SFMTA described in Section IV above)

#### **E. Preferred Project and Reasons for Selection**

This section describes the Preferred Project and the reasons for selection.

As outlined in Chapter 2, Section 2.4 of the Final SEIS/SEIR, the Central Subway Project has



been the subject of a series of environmental, engineering, and planning studies and community meetings. These studies were used to help identify a series of alternatives for evaluation in the SEIS/SEIR planning process that began in early 2004.

The Draft SEIS/SEIR presented a complete analysis of the environmental impacts of these alternatives. During the Draft SEIS/SEIR comment period members of the public and agencies suggested several additional alternatives or refinements to the existing alternatives. These alternatives and refinements were considered by the SFMTA and used to help define the Locally Preferred Alternative (LPA).

On February 19, 2008, the SFMTA Board, following Federal Transit Administration guidelines and regulations, adopted the Project Modified LPA for inclusion in the Final EIS/EIR. The SFMTA LPA staff report described the characteristics, advantages and disadvantages regarding each of the alternatives. The SFMTA Board selected the Fourth Street Alternative 3B as the LPA. The Final SEIS/SEIR describes the impacts from the LPA in detail.

The SFMTA Board acknowledges and approves the Preferred Project because the SFMTA Board finds that there is substantial evidence of specific service, economic, legal, social, technological, and other considerations that make the Preferred Project desirable.

The SFMTA Board acknowledges and approves the Fourth/Stockton Alignment 3B Alternative as the Preferred Project. This alternative is fully described in Final SEIS/SEIR Section 2. The Fourth/Stockton Alignment 3B Alternative is selected for the Preferred Project because it has the following major advantages:

- Lower capital cost of all alternatives and is the only Build Alternative that can be completed within the currently identified New Starts project funding commitment.
- The best connections with BART and Muni at Market Street;
- The least impact to Union Square Park because the station entry would be on the Geary Street terraced side of the Square, not in the middle of the steps to the plaza on the east side of the park on Stockton Street. This alternative has been approved to have “di minimus” impacts to Section 4(f) resources by the San Francisco Recreation and Park Commission. No shadow impacts would result from the Geary Street station entry on Union Square Park because the station entry would be incorporated into the terraced edge of the Park below the Park plaza and visual impacts would be less-than-significant.
- Reduces the construction duration and uses a TBM construction method to minimize surface disturbance and other construction-related impacts.
- Minimizes the impacts associated with archaeological and historical resources, utility relocations, noise and vibration, and park and recreation facility impacts compared to the other Build Alternatives.
- Provides a semi-exclusive right-of-way for light rail vehicles (similar to much of the N-Judah and the Third Street operation) on the surface portion of the rail line, thereby improving rail operations by reducing potential delays associated with traffic congestion on Fourth Street and improving travel times for Central Subway patrons on the surface portion of the rail line.
- Provides for extraction of the tunnel boring machine in North Beach.

In addition, the Preferred Project is consistent with the goals and policies of the San Francisco General Plan and area plan contained within the General Plan which goals and policies are aimed at improving transit service in corridors with high potential ridership, and with the Downtown Plan's "Transit First" policy and with the SFTA Strategic Plan and **Four Corridor Plan** and the **MTC Regional Transportation Plan**.

Many members of the public expressed their support for Alternative 3B as part of their comments on the Draft SEIS/SEIR. SFMTA received 39 comment letters, and 23 people representing 20 organizations, provided comments at the Planning Commission public hearing held on November 15, 2007. At the public hearing, 19 speakers expressed support for the Project and one opposed the Project. Of those responding in writing during the public comment period, five (including the Recreation and Parks Department) expressed support specifically for Alternative 3B. Of the comment letters received, 13 supported the Project, four opposed the Project.

## **V. FINDINGS REGARDING MITIGATION MEASURES**

The California Environmental Quality Act (CEQA) requires agencies to adopt mitigation measures that would avoid or substantially lessen a project's identified significant impacts or potential significant impacts if such measures are feasible.

The SFMTA Board finds that, based on the record before it, the measures proposed for adoption in the Final SEIS/SEIR are feasible, and that they can and should be carried out by the affected City departments at the designated time. The SFMTA Board also acknowledges that as part of its project approval action, specific mitigation measures related to the Union Square/Market Street Station require an amendment to the existing Muni/BART Joint Station Maintenance Agreement (1986) and development and adoption of a separate Station Improvement Coordination Plan to minimize potential construction and station capacity impacts and to establish the protocol and procedures for the two agencies to work together to resolve issues and negotiate responsibilities and costs for changes to the existing station as final design proceeds and implementation is monitored. The SFMTA Board acknowledges that if such measures are not adopted and implemented, the Project may result in significant unavoidable impacts. For this reason, and as discussed in Section VI, the SFMTA Board is adopting a statement of Overriding Considerations as set forth in Section VII.

All improvement and mitigation measures set forth in the Final SEIS/SEIR are summarized in Exhibit 1 to this document. None of the improvement and mitigation measures set forth in the Final SEIS/SEIR are rejected. Responsibility for implementation and monitoring the measures has been established pursuant to the Mitigation Monitoring and Reporting Program set forth in Exhibit 1 to this document. Exhibit 1 is attached hereto and incorporated by reference as though fully set forth.

### **A. Mitigation Measures Recommended by the SFMTA Board for Adoption By Other**

### **City Departments.**

The SFMTA Board finds that the following measure presented in the Final SEIS/SEIR will reduce, the significant environmental effects to historic resources due to the demolition of 933-949 Stockton Street . This measure is hereby recommended for adoption and implementation by the San Francisco Planning Department as set forth below.

#### **1. Historic Architectural Resources**

Final approval of the design of the proposed Transit Oriented Development above the Chinatown Station at 933-949 Stockton Street will be under the jurisdiction of the San Francisco Planning Department. Implementation of the station will be the responsibility of the SFMTA. The Final SEIS/SEIR includes mitigation for the demolition of this potentially historic resource that incorporates partial preservation of the building at 933-941 Stockton Street, which has been concurred with by the State Historic Preservation Office. SFMTA therefore urges Planning, in approving any new development of the parcel, to require the incorporation of historic elements of the building façade into the design of the station. In proposing final design, SFMTA and Planning should work cooperatively with representatives of the Chinatown community in developing the final design and with the SF Landmarks Preservation Advisory Board. This measure will reduce, but not avoid, the significant impacts to historic resources due to the demolition of 933-949 Stockton Street.

#### **B. Findings on Mitigation Measures Within the Jurisdiction of the SFMTA That the SFMTA Board Has Adopted and Incorporated into the Project.**

The SFMTA Board adopts all the mitigation measures within its jurisdiction and incorporates such measures into the Project as set forth in the Mitigation Monitoring and Reporting Program (“MMRP”), as required by State law, attached as Exhibit 1. Consequently, the SFMTA Board finds that all mitigation measures within the jurisdiction of the SFMTA have been incorporated into the Project and determines that said measures can and will be implemented. This SFMTA Board further finds that such measures will mitigate, reduce, or avoid the Project’s significant environmental effects, except as noted herein. The measures include mitigation in the areas of traffic, freight and loading, socioeconomics, archaeological resources, historic architectural resources, geology and seismicity, hydrology and water quality, noise and vibration, hazardous materials during construction, air emissions, and visual/aesthetics during construction.

#### **C. Property Acquisition/Relocation**

The City and County of San Francisco, in accordance with federal and state law, and to the extent it is within its jurisdiction, will mitigate the impacts of property acquisition and relocations required by the Project providing information and relocation assistance to those as set forth therein. Future development of the Moscone and Chinatown stations with retail space and low-income housing units will further reduce impacts of relocated businesses and residents.

#### **D. Findings on Adoption of a Mitigation Monitoring and Reporting Program**

The SFMTA Board finds that the Mitigation Monitoring and Reporting Program attached hereto as Exhibit 1 (the “Program”), is designed to ensure compliance during Project implementation. The SFMTA Board further finds that the Program presents measures that are appropriate and feasible for adoption and the Program should be adopted and implemented as set forth herein and in Exhibit 1.

## **VI. LOCATION AND CUSTODIAN OF RECORD**

The public hearing transcript, a copy of all letters regarding the Final EIS/EIR received during

the public review period, the administrative record, and background documentation for the Final SEIS/SEIR are located at the Planning Department, 1650 Mission Street, San Francisco. The Planning Commission Secretary, Linda Avery, is the custodian of records for the Planning Department and Planning Commission. Susan MacKenzie, is the custodian of records for the SFMTA Central Subway project office. The SFMTA records are located at the project offices at 821 Howard Street, Second Floor, San Francisco.

## **VII. SIGNIFICANT ENVIRONMENTAL IMPACTS**

The Project includes many aspects and features that reduce or eliminate environmental impacts, which could otherwise be significant. In particular, the mitigation measures described or referred to above would reduce to a level of less-than-significant impacts in the following areas, as described in the Final SEIS/SEIR sections: Noise and Vibration, Geology and Seismicity, Hydrology, Utilities, Cultural Resources, Visual Resources, and Hazardous Materials, and Air Quality.

As outlined above, the SFMTA Board has incorporated all of the identified mitigation measures within its jurisdiction into the Preferred Project. Even under full implementation of all the mitigation measures described above in Article V, some significant unavoidable impacts remain in the areas of traffic, historic resources, and socioeconomics. These are described in more detail below.

### **1. Traffic Impacts**

The Project would remove travel lanes that would result in adding substantial numbers of vehicles to some movements that determine overall traffic level-of-service (LOS) performance. Specifically, the Project would add vehicles to movements that represent a considerable contribution to the baseline plus Project traffic conditions and the Project would have an adverse impact on these intersections.

The Project's contribution to the following intersections would be considered adverse under 2030 cumulative conditions, and these are the same intersections that would experience adverse effects under the 2030 plus Project condition at: Third and King Streets in the a.m. and p.m. peak hours and at Fourth and King Streets in the p.m. peak hour. For these intersections, the Project would add substantial numbers of vehicles to some movements that determine overall LOS performance. Therefore, the Project would add vehicles to those movements that would represent a considerable contribution to the cumulative conditions and the Project would have an adverse impact on these intersections.

In summary, the Project would result in adverse impacts at two intersections under both the baseline plus project and cumulative conditions. No improvements have been identified at these two individual intersections to mitigate operating conditions to less than significant levels.

## 2. Historic Impacts

Construction of a new Central Subway station at 933-949 Stockton Street would require demolition of the existing building identified as potentially eligible as a contributor to the Chinatown Historic District (not listed) for the National Register of Historic Places (NRHP). This property is described in Section 4.4.3 of the Final SEIS/SEIR. This demolition would constitute a significant adverse effect under CEQA.

While the Project would have significant adverse impacts to historic resources under CEQA, the Project also proposes a comprehensive program for mitigating the loss of historic buildings. This program as described in Exhibit 1 under the heading of Cultural Resources, is set forth in a Memorandum of Agreement among the Federal Transit Administration and California State Historic Preservation Officer and the SFMTA. (This Memorandum also is included as Appendix C of the Final SEIS/SEIS in its entirety). The program includes documenting the historic buildings that must be demolished, working with interest groups to salvage and preserve elements of the demolished buildings for display to the public, integration of a historic interpretation center into the new terminal, and funding an exhibition describing the Chinatown building history.

## 3. Socioeconomic Impacts

Acquisition of one parcel for the Chinatown station would cause the displacement of eight small businesses and 17 residential units in a predominantly minority and low income neighborhood. The construction of new ground floor retail would not mitigate to a less-than-significant level the disruption to existing small businesses associated with the temporary dislocation as new units are constructed.

## **VIII. STATEMENT OF OVERRIDING CONSIDERATIONS.**

Notwithstanding the significant effects noted above, pursuant to CEQA Section 21081(b), the CEQA Guidelines Section 15093, and Chapter 31 of the San Francisco Administrative Code, the SFMTA Board finds, after considering the Final SEIS/SEIR and based on substantial evidence in said document and as set forth herein, that specific overriding economic, legal, social, and other considerations outweigh the identified significant effects on the environment. In addition, the SFMTA Board finds that those Project Alternatives rejected above are also rejected for the following specific economic, social, or other considerations, in and of themselves, in addition to the specific reasons discussed in Article IV above:

1. The Project fulfills the mandates of San Francisco's Transit First Policy as set forth in San Francisco Charter Section 16.102, and is consistent with the **Regional Transportation Plan** and the **Four Corridor Plan**.
2. The Central Subway project will complete the Third Street Light Rail Project as the second phase of the project analyzed in the 1998 EIS/EIR by extending the existing T-Third to Chinatown.

3. The Project will significantly improve transit access between Bay View Hunters Point, Mission Bay and Chinatown and will improve transfers between Caltrain and BART with an underground pedestrian link to the BART Powell Street Station.
4. The Project minimizes, to the extent feasible, impacts to historic resources. Where such impacts will occur, the Project includes historic documentation and exhibits designed to commemorate the historic buildings and structures.
5. The Project will provide thousands of person-years of construction work and in the process enhance the economic vitality of San Francisco.
6. The Project is seen as a key to reestablishing a high level of regional and citywide access to Chinatown and an opportunity to reinvigorate Stockton Street after the loss of the Embarcadero Freeway that was damaged by the 1989 earthquake.
7. The Project is fully supportive of citywide and area plans and would accommodate the growth anticipated in the corridor with enhanced transit service.
8. The Project would encourage revitalization in the Central Subway Corridor by providing more reliable and direct transit service to most of the major activity centers in the corridor.
9. Transit Oriented Development opportunities would be made available by SFMTA at the Moscone and Chinatown stations and would provide opportunity for affordable housing and retail space at these location.

Having considered these Project benefits, including the benefits discussed in Article IV.A above, the SFMTA Board finds that the Project's benefits outweigh the unavoidable adverse environmental effects, and that the adverse environmental effects are therefore acceptable.

**MITIGATION MONITORING AND REPORTING PROGRAM  
for the**

**Central Subway Project  
Locally Preferred Alternative 3B**

**City and County of San Francisco, California  
by the  
San Francisco Municipal Transportation Agency**

**July 2008**

The California Environmental Quality Act (CEQA) requires public agencies adopt mitigation measures and a Mitigation Monitoring and Reporting Program (MMRP) that would avoid or substantially lessen the identified significant impacts of the project, assuming such measures are feasible. This MMRP includes objectives, criteria, and specific responsibilities and procedures to administer responsibilities under the CEQA Act and the CEQA Guidelines. This document lists mitigation measures and commitments that will fulfill these requirements for the Central Subway project.

The mitigation measures table summarizes the significant impacts for construction and operations of the Central Subway Project as identified in the SEIS/SEIR and the action(s) that the Project will undertake to mitigate those effects. The mitigation actions will reduce the effects of the Project to less than significant levels, except as they relate to traffic, residential and small business displacement, archaeological resources, and historical architectural resources,. The table is organized as follows:

**Impact Area:** The table is divided into 33 29 sections (Operation - Transit, Operation - Traffic, Operation - Freight and Loading, Operation - Parking, Operation - Pedestrians, Operation - Bicycles, Operation - Emergency Vehicle Access, Operation – SocioeconomicEnvironmental Justice, Operation – CommunityParks and Recreational Facilities, Operation - Historic Architectural Resource Impacts, Operation - Visual and Aesthetic Resources, Operation - Noise and Vibration, Section 4(f) Resources, Construction - Transit, Construction - Traffic, Construction - Freight and Loading, Construction - Parking, Construction - Pedestrians, Construction - Bicycles, Construction - Emergency Vehicle Access, Construction - Land Use , Construction - Acquisition and Displacement, Construction - Public and Community Facilities, Construction - Police, Fire, and Emergency Services, Construction - Parks and Recreation Facilities, Construction - Prehistoric and Historical Archaeological Resources, Construction - Historical Architectural Resources, Construction - Visual and Aesthetic Resources, Construction - Utilities, Construction - Settlement or Instability of Subsurface MaterialsGeology and Seismicity, Construction — Hydrology and Water Quality, Construction - Biological and Wetland Resources, Construction - Hazardous Materials, Construction - Noise and Vibration). Each section identifies the potentially significant impacts and mitigation measures for a particular resource.

**Impact Summary:** Provides a brief description of the impact or effect of the Central Subway Alternative 3B LPA project that is to be mitigated.

**Mitigation Measures/Improvement Measures:** Provides a brief description of the mitigation and/or improvement measures that San Francisco Municipal Transportation Agency (SFMTA) is required to implement to mitigate the significant impact or effect of the undertaking. Improvement measures are measures that will be undertaken to further reduce the project’s less-than-significant impacts to less-than-significant. The Final MMRP is part of the project Final SEIS/SEIR

and adopted project and CEQA findings. The measures approved by SFMTA will be part of construction bid documents and will be enforced.

**Monitoring and Reporting Program:** Identifies the milestones at which the mitigation measure must be finalized and implemented.

- Check Final Engineering Documents indicates that the mitigation must be incorporated into the construction plans and specifications.
- Monitor Construction indicates that construction will be monitored to see that the project is constructed pursuant to the construction documents, that field modifications cannot be made without review and concurrence, and that the change is consistent with the intent of the mitigation measures and that monitoring results will be reported monthly to SFMTA and quarterly to the Planning Department and the FTA.
- Test Operations During Pre-Revenue Testing indicates that the mitigation has potential for adjustment and that the system must be tested for effectiveness during pre-revenue testing.
- Real property acquisition, relocation, demolition, and clean-up will be performed by the SFMTA in accordance with Real Property Acquisition Procedures established by the Project. The Project will have to monitor and audit those activities to insure compliance with the established procedures and the federal law (Uniform Relocation Act).
- Section 106 Memorandum of Agreement requires the development of Research Design and Treatment Plans. The Mitigation Monitoring Plan will have to monitor both the development and implementation of these plans to insure conformity with the MOA.

**Responsibility:** In all instances SFMTA. Actions or activities are assigned to parties working for or reporting to the SFMTA.

- The Project Engineering Team (PE) is responsible for seeing that all mitigations that require design solutions and/or conditions in the construction specifications are implemented. An independent Environmental Compliance Manager will be retained by SFMTA to work with the PE to monitor construction activities and report to City Planning, SFMTA, and the FTA.
- The SFMTA is responsible for acquiring the real property necessary for the Project and delivering the necessary ROW to the Project free and clear of any physical or legal encumbrances. SFMTA is responsible for auditing the acquisition process for compliance with established procedures and federal law.
- Mitigation measures that are implemented pursuant to the Memorandum of Agreement will have to be accomplished in consultation with the City, FTA and the State Historic Preservation Coordinator (“SHPO”) and reports will go to the SHPO.
- Construction activities will be overseen by SFMTA who will be responsible for ensuring that all construction related mitigation measures are implemented. The SFMTA may retain a construction management consultant (CMC) to assist in the mitigation oversight.
- Contractors will be responsible for the actual implementation of construction related mitigation measures.

**Enforcement Agency:** Identifies the agency responsible for ensuring that mitigation measures are implemented. In most cases it is the SFMTA.

**Monitoring Agency:** Identifies the agencies that must approve or concur with the method of implementation of the mitigation measure. In most cases this approval will come in the form of construction permits to develop the project, or in the form of an interagency agreement.

**Implementation Schedule:** Identifies the milestones at which the monitoring action must occur. Mitigation measures associated with system operations will have to be tested for effectiveness during pre-revenue testing and monitored during on-going operational services. The SFMTA Mitigation Monitoring Manager must approve that the mitigation measure is adequately addressed at each phase of project development.



**ATTACHMENT A –MITIGATION MONITORING AND REPORTING PROGRAM****PROJECT NAME AND CASE NO. CENTRAL SUBWAY PROJECT 96.28IE**

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
<b>TST-1</b>	In 2030 passenger demand could slightly exceed the capacity of proposed light rail service and 9AX bus services during certain peak hours.	<b>IM TST-1a:</b> SFMTA will monitor transit ridership and increase the number, frequency, and/or size of trains and buses through modification of the operating plan as warranted to increase the capacity.	<b>Responsibility:</b> SFMTA	Monitor operations post construction.	Post construction (2030)
<b>TST-2</b>	The Powell Street Station may experience capacity issues at the concourse level due to increased passenger activity at the northeast end of the station.	<b>IM TST-2a:</b> The SFMTA and BART will prepare and enter into a Station Improvement Coordination Plan for the Powell Street Station that will provide for, at a minimum, implementation of the allocation of cost for any station infrastructure improvements necessary to maintain pedestrian safety and a pedestrian level of service of D or better at the Powell Street Station as a result of the Central Subway Project.	<b>Responsibility:</b> SFMTA	Monitor passenger flow on Concourse level of station in BART paid shared-use area.	Post construction
<b>OPERATION -- TRAFFIC (TRF)</b>					

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
<b>TRF-1</b>	The Fourth/Harrison Street intersection would degrade to LOS F conditions during the p.m. peak hour due to heavy the number of right turns from Fourth Street to Harrison Street.	<b>MM TRF-1a:</b> Improve conditions by adding, via striping changes, a shared through and right-turn lane from Fourth Street to Harrison Street. This migration measure would require parking removal on the east side of Fourth Street, from Harrison Street to a point about 200 feet to the north for lane transition purposes. Signal timing changes would also help improve the operating conditions by allocating the appropriate amount of green time to all approaches. These improvements are projected to return intersection operations to LOS B.	<b>Responsibility:</b> SFMTA	Check Final Traffic Engineering documents for compliance.	Post construction
<b>TRF-2</b>	The portal at Fourth Street under I-80 may restrict large truck movements onto Stillman Street.	<b>MM TRF-2a:</b> SFMTA will explore with the TJPA, Caltrans, and Golden Gate Transit options, such as providing alternate truck routes, that will permit truck access to Stillman Street to reduce the impacts to a less-than-significant level	<b>Responsibility:</b> SFMTA with TJPA, Caltrans, and Golden Gate Transit.	Check Final Traffic Engineering documents for compliance. .	Final Traffic Engineering documents.
<b>OPERATION - FREIGHT AND LOADING (FRT)</b>					
<b>FRT-1</b>	Provision of the light	<b>IM FRT-1a:</b> Areas for new,	<b>Responsibility:</b>	Check Final Traffic	Final Traffic Engineering

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
	rail station platform on Fourth Street at Brannan Street, the surface alignment along Fourth Streets, and the location of the subway portal would displace some loading zones between King and Harrison Streets.	permanent, on-street loading zones may be identified along Fourth Street (between King and Bryant Streets) and/or appropriate side streets. Some of the new loading zones may need to displace existing parking spaces.	SFMTA	Engineering documents for compliance. .	documents
<b>FRT-2</b>	The portal at Fourth Street under I-80 may restrict large truck movements onto Stillman Street.	<b>IM FRT-2a:</b> SFMTA will coordinate with the TJPA and Golden Gate Transit to identify options, such as providing alternate truck thatroutes that will permit truck access to Stillman Street.	<b>Responsibility:</b> SFMTA with TJPA, Caltrans, and Golden Gate Transit.	Check Final Engineering documents for compliance. .	Final Traffic Engineering documents
<b>OPERATION -- PEDESTRIANS (PED)</b>					
<b>PED-1</b>	Sidewalk widths on Geary Street would be reduced adjacent to the Union Square Station.	<b>IM PED-1a:</b> During final design, consideration will be given to ensure that stairways and escalators would not compete with sidewalk space for pedestrians. <b>IM PED-1b:</b> Elevator shafts should be located so as not to block the line of sight of motorists exiting the garage to maximize pedestrian safety.	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance.	Design has been changed to avoid reduction in sidewalk widths.  In-process design reviews.

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
		<b>IM PED-1c:</b> During final design, elevators, escalators, and stairways should be kept as close as possible to the primary circulation path to facilitate disabled access.			
<b>OPERATION – BICYCLES (BIC)</b>					
<b>BIC-1</b>	Diversion of traffic from Fourth Street, resulting from increased congestion associated with the project implementation could permanently impact the proposed bicycle lanes on Second and Fifth Streets.	<b>IM BIC-1a:</b> Implementation of the Second and Fifth Street bicycle projects are recommended to facilitate bicycle travel in the South of Market area.	<b>Responsibility:</b> SFMTA	Monitor progress on these independent projects.	The Citywide Bicycle Program Plan is currently under environmental review. Implementation schedule will be monitored.
<b>OPERATION - EMERGENCY VEHICLE ACCESS (EMER)</b>					
<b>EMER-1</b>	The introduction of a double-track median in the middle of Fourth Street would require emergency vehicles from Fire Station #8 (36 Bluxome Street) to cross the entire trackway to reach the	<b>IM EMER-1a:</b> SFDPT will be upgrading traffic signals with emergency vehicle preemption equipment in order to minimize the emergency response time and to improve the signal operation at several intersections near fire stations along the Corridor.	<b>Responsibility:</b> SFMTA	Traffic signal pre-emptions have been implemented. .	Traffic signal pre-emptions have been implemented...

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
	intersection of Fourth and Brannan Streets.				
<b>OPERATION - SOCIOECONOMIC (POPULATION AND HOUSING) (PH)</b>					
<b>PH-1</b>	Acquisition of one parcel for the Chinatown Station at 933-949 Stockton would displace of 8 small businesses and 17 low income residential units.	<b>MM PH-1a:</b> Redevelopment of the Chinatown Station site will incorporate affordable housing and ground floor retail where possible. <b>MM PH-1b:</b> State and federal relocation regulations will be implemented.	<b>Responsibility:</b> SFMTA	Redevelopment plans for the station areas are currently in development in the early stages of discussion by SFMTA Real Estate.	Pre-Construction coordination and construction or post construction implementation...
<b>OPERATION - COMMUNITY FACILITIES (CF)</b>					
<b>CF-1</b>	The placement of station entries and elevators in Union Square Plaza would permanently remove 1,690 square feet of open space for transportation purposes in Union Square Park.	<b>IM CF-1a:</b> During final design, minimize the footprint of station entrances to the subway in Union Square plaza would be designed and located them in such a manner as to minimize the station entrance footprint and minimize disruption to park users. <b>IM CF-1b:</b> Design subway entrances so they are visually integrated with the existing park design.	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Coordinate with Recreation and Parks Department Planners to review plans and monitor progress.	Post construction
<b>OPERATION - HISTORIC ARCHITECTURAL RESOURCE IMPACTS (HARC)</b>					
<b>HARC-1</b>	Demolition of the historic building at 933-949 Stockton	<b>MM HARC-1a:</b> Partial preservation of 933-949 Stockton Street or incorporation	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance.	In processIn-process design reviews.

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
	Street, which is a contributor to a NRHP-eligible district, would create a visual break in the cohesive grouping of contextually-related buildings within the block.	<p>of elements of the building into the design of the new station building; salvage significant architectural features from the building for conservation into a historical display or exhibit in the new Chinatown station or in museums; and/or develop a permanent interpretive display for public use on the T-Third line cars or station walls.</p> <p>Conform to MOA between SHPO, FTA, and SFMTA.</p> <p><b>MM HARC-1b:</b> The final design of the Chinatown Station will be reviewed by the Environmental Review Officer, the City Preservation OfficerCoordinator, and a historic architect hired by MTA for compliance with the Secretary of Interior's standards based on their compatibility with the character-defining features of the district.</p> <p><b>MM HARC-1c:</b> If thePrior to demolition of the 933-949 Stockton Street building is demolished, perform aa Historic American Buildings</p>		.	

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
		Survey/Historic American engineering Record documentation will be completed.			
<b>HARC-2</b>	Station entrances located in Union Square would permanently alter the recently redesigned plaza and parking garage.	<b>IM HARC-2a:</b> Potential Less-than-significant visual impacts at Union Square Station will be minimized through the use of design and architectural materials that would be compatible with the surrounding structures and landscape. The final design for the station will be subject to review by the Recreation and Parks Department.	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Coordinate with Recreation and Parks Department	In processIn-process design reviews
<b>OPERATION - VISUAL AND AESTHETIC RESOURCES (VAES)</b>					
<b>VAES-1</b>	Station entrances for the Union Square Station would be visible in the plaza from Stockton and Geary Streets.  The demolition of an existing building to accommodate the Chinatown Station and the construction of a new station entrance and transit-oriented development in the future would visually change the street	<b>MM VAES-1a:</b> Station architectural treatment for the exterior façade in the visually sensitive Union Square Station Park would be developed in consultation with the Planning, Recreation and Parks Departments, and the Union Square business associations. Exterior treatment of the Chinatown Station and vent shaft would be developed in consultation with the Planning Department, Architectural	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Coordinate with city agencies and community/ business groups during design development...	In processIn-process design reviews.

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
	façade along Stockton Street.	historians, the City Historic Preservation Officer, and the Chinatown community during preliminary and final design.			
<b>VAES-1</b>	The demolition of an existing building to accommodate the Chinatown Station and the construction of a new station entrance and transit-oriented development in the future would visually change the street façade along Stockton Street.	Exterior treatment of the Chinatown Station and vent shaft would be developed in consultation with the Planning Department, Architectural historians, the City Historic Preservation Coordinator, and the Chinatown community during preliminary and final design.	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Coordinate with city agencies and community/ business groups during design development.	In-process design reviews.
<b>OPERATION - NOISE AND VIBRATION (NV)</b>					
<b>NV-1</b>	The FTA vibration criteria of 72 VdB would be exceeded at one residential building at 570 Fourth Street at Freelon Alley.	<b>MM NV-1a:</b> Vibration propagation testing will be conducted at this location during final engineering to determine the predicted impacts and finalize the mitigation measures. MTA will implement high resilience (soft) direct fixation fasteners at this location for embedded track. Implementation of these measures would reduce the vibration impacts to a less-than-significant level.	<b>Responsibility:</b> SFMTA	Testing pre-construction.	In processIn-process design reviews.



Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
<b>NV-2</b>	Noise impacts could occur from operation of Emergency Vent Shafts and Traction Power Sub-stations (TPSS).	<b>IM NV-2a:</b> Noise control improvement measures used to meet the San Francisco Noise Ordinance will be determined during final design, but could include enclosing TPSS in masonry structures with sound-rated doors or gates and providing sound attenuation on all emergency ventilation openings of any ancillary facility buildings.	<b>Responsibility:</b> SFMTA	Design has already been modified to place TPSS substations underground to provide sound attenuation. Check Final Engineering documents for compliance related to Emergency Vent Shafts.	Design has already been modified to place TPSS substations underground to provide sound attenuation. In-process design reviews.
<b>CONSTRUCTION -- TRANSIT (CNTST)</b>					
<b>CNTST-1</b>	Temporary reduction in traffic lanes on Fourth and Stockton Streets during construction would disrupt transit operations. The rerouting of the 30-Stockton and 45-Union/Stockton may be required.	<b>IM CNTST-1a:</b> SFDPT would develop and implement detour routes for non-transit traffic to minimize disruption to transit routes.  <b>IM CNTST-1b:</b> Overhead wires for the 30-Stockton and the 45-Union/Stockton lines will be temporarily relocated or reconstructed to alternative routes where feasible or motor coaches would be temporarily substituted on alternative routes.	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Monitor construction.	In processIn-process design reviews.,. Construction.
<b>CNTST-2</b>	Excavation of the construction shaft under the I-80 freeway between Bryant and Harrison Streets	<b>IM CNTST-2a:</b> SFMTA would coordinate with Transbay Joint Powers Authority (TJPA) and Golden Gate Bridge, Highway, and Transit District (GGBHTD)	<b>Responsibility:</b> SFMTA <b>Report to:</b> Lead Agency, TJPA, and GGBHTD	Check Final Engineering documents for compliance. Monitor construction.	In processIn-process design reviews. Construction.

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
	would also impact Golden Gate Transit bus operations.	to minimize construction impacts on Golden Gate Transit. SFMTA would stage excavation shaft construction and utility relocation to maintain access to the bus storage facility by Golden Gate buses and work with GGBHTD to develop bus detour routing plans for continued access. Access to the construction shaft would be scheduled to avoid conflict with the active bus periods.			
<b>CNTST-3</b>	Temporary disruption of BART service could occur during construction. The BART entry at One Stockton Street would need to be closed temporarily during construction.	IM CNTST-3a: SFMTA and BART will prepare and enter into a Station Improvement Coordination Plan to include construction management procedures and processes to address any and all construction and operational impacts resulting from the tunnel boring. SFMTA will also coordinate with BART to develop bus bridges, if needed, public outreach, and other programs to minimize impacts to transit riders during construction.	<b>Responsibility:</b> SFMTA	SFMTA monitoring and report to BART	Construction
<b>CONSTRUCTION -- TRAFFIC (CNTRF)</b>					

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
<b>CNTRF-1</b>	Temporary reduction in traffic lanes on Fourth and Stockton Streets and the subway crossing of Market Street would disrupt traffic.	<b>IM CNTRF-1a:</b> SFMTA has identified potential traffic detours. Prior to final design, the SFMTA would select the most appropriate detour routes and develop temporary transportation system management measures along these routes, e.g., additions of turn lanes at key intersections, conversion of parking lanes into peak period travel lanes, etc. Detour routes would be advertised prior to construction in the appropriate media. When detours are initially implemented, traffic control police would monitor critical locations along the detours to promote uncongested traffic flow. All traffic detour measures would be implemented in coordination with other concurrent construction projects.	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Monitor construction.	In processIn-process design reviews. Construction.
<b>CONSTRUCTION - FREIGHT AND LOADING (CNFRT)</b>					
<b>CNFRT-1</b>	During construction, temporary disruption to truck traffic flow and removal of on-street loading zones adjacent to construction work areas	<b>IM CNFRT-1a:</b> To alleviate some of the congestion that would result adjacent to construction of the light rail line,	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Monitor construction.	In processIn-process design reviews. Construction.

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
	would occur along the Corridor on Fourth and Stockton Streets.	<p>the SFDPT has identified potential traffic detours.</p> <p><b>MM CNFRT-1b:</b> A portion of the curb parking lanes remaining open in the construction area, or just upstream or downstream of the construction area, may be converted to short-term loading zones to enable truck loading and unloading and delivery of goods to nearby businesses.</p> <p><b>MM CNFRT-1c:</b> Temporary truck loading zones on the side streets may need to be established for the duration of the Project construction to offset any impacts along the streets that are directly affected by construction.</p>			
<b>CNFRT-2</b>	Cumulative construction impacts could occur on the block bounded by Perry, Third, Stillman, and Fourth Streets due to sequential construction of the I-80 retrofit, Golden Gate Transit bus storage facility, and	<b>MM CNFRT-2a:</b> SFDPT will work with the property and business owners on Perry and Stillman Streets to develop temporary detour routes for traffic to maintain property access during construction and reduce the impacts to a less-than-significant level.	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Monitor traffic during construction.	In processIn-process design reviews. Construction.

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
	the Central Subway projects.				
<b>CONSTRUCTION – PARKING (CNPRK)</b>					
<b>CNPRK-1</b>	All on-street parking would be temporarily prohibited in construction zones.	<p><b>IM CNPRK-1a:</b> During construction signs denoting alternative parking areas (e.g., public parking garages) could be placed upstream of and through the construction zones.</p> <p><b>IM CNPRK-1b:</b> To improve the accessibility to businesses in the Corridor, it is recommended that retained and added (where applicable) parking spaces be designated for short-term parking and loading, especially in commercial districts.</p>	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Monitor construction.	In processIn-process design reviews. Construction.
<b>CONSTRUCTION – PEDESTRIANS (CNPED)</b>					
<b>CNPED-1</b>	There will be temporary sidewalk closures during excavation of each of the subway stations and the west sidewalk of Stockton Street would be closed during construction of the Chinatown Station.	<b>IM CNPED-1a:</b> During excavation of the subway stations, access to all abutting businesses would be maintained either through the existing or a reduced sidewalk area or via temporary access ways, e.g., ramps, planking, etc. Signs would be installed indicated that the businesses are “open during construction.” All temporary	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Monitor construction.	In processIn-process design reviews. Construction.

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
		access ways would be in compliance with the ADA. Temporary pedestrian walkways, as required by the cityCity, would be covered to help protect pedestrians from noise, dust, and visual annoyances during construction.			
<b>CONSTRUCTION – BICYCLES (CNBIC)</b>					
<b>CNBIC-1</b>	During construction, congestion on Fourth Street resulting from the temporary lane reduction could divert traffic to Second and Fifth Streets, thereby impacting bicycle travel on Bicycle Routes #11 and #19, respectively. Temporary diversion of traffic from Geary and Stockton Streets could impact bicycle travel, especially on Route #17.	<b>IM CNBIC-1a:</b> Retain a wide curb or outside travel lane to facilitate bicycle travel. Where this is not possible, signage could be erected indicating temporary alternative routes, e.g. Second and Fifth Streets for bicyclists. <b>IM CNBIC-1b:</b> Implementation of the new bicycle routes on Second and Fifth Streets would facilitate bicycle travel on these streets.	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Monitor bicycle use on 2 <sup>nd</sup> and 5 <sup>th</sup> Streets construction.	In processIn-process design reviews. Construction.
<b>CONSTRUCTION - EMERGENCY VEHICLE ACCESS (CNENE)</b>					
<b>CNEME R-1</b>	Emergency response times from Fire Station #8 (36 Bluxome Street) would be impacted by	<b>IM CNEMER-1a:</b> DPT will develop and implement alternative detour routes for all general traffic to minimize the construction disruption to traffic	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Monitor emergency access during	In processIn-process design reviews. Construction.

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
	construction along Fourth Street for approximately 18 to 24 months and from Fire Station #2 (1340 Powell Street) by temporary lanes closures on the west side of Stockton Street between Washington and Jackson Streets for the construction of the Chinatown Station.	flows. <b>IM CNEMER-1b:</b> Contractor will be required to develop a site specific emergency access response plan as part of compliance with bid specifications.		construction.	
<b>CONSTRUCTION - LAND USE (CNLND)</b>					
<b>CNLND-1</b>	There will be temporary construction impacts associated with parking and access to land uses in the Study Area.	<b>IM CNLND-1a:</b> Public information programs, including signage, as well as steps to ensure uninterrupted access to all uses along the Corridor, shall be used to minimize the construction impacts on neighboring land uses.	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Monitor parking in study area during construction.	In processIn-process design reviews. Construction.
<b>CONSTRUCTION - COMMUNITY FACILITIES (CNCF)</b>					
<b>CNCF-1</b>	Construction could temporarily disrupt access to community facilities and parks along the Corridor (Union Square).	<b>IM CF-1a:</b> Pedestrian access would be maintained to all community facilities, parks, and recreation areas during construction. <b>IM CF-1b:</b> Traffic detours will	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Monitor construction.	In processIn-process design reviews. Construction.

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
		be put in place to minimize disruption to traffic and public transit along the Corridor.			
<b>CNCF-2</b>	Lane closures during construction could affect emergency vehicle access time, particularly for Fire Station #8 (36 Bluxome Street) which is located on Bluxome.	<b>IM CF-2a:</b> Alternative vehicular and pedestrian circulation patterns that permit continued access to community and public facilities in these locations during construction would be developed and clearly identified during final design, in consultation with Department of Parking and Traffic (DPT) staff.	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Monitor construction.	In processIn-process design reviews. Construction.
<b>CNCF-3</b>	Construction of the entrance to the Union Square/Market Street Station and construction adjacent to Yerba Buena Gardens would result in temporary noise and dust impacts for park users.	<b>IM CF-3a:</b> City noise regulations will be included in the bid specifications to ensure that construction is in compliance.	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Monitor noise levels during construction.	In processIn-process design reviews. Construction.
<b>CNCF-4</b>	Emergency access and circulation could be temporarily disrupted on streets leading to construction sites.	<b>IM CNCF-4a:</b> Use of a traffic control officer, at construction sites could to facilitate traffic flows if circulation is disrupted.	<b>Responsibility:</b> SFMTA	Monitor construction.	Construction.
<b>CONSTRUCTION - PREHISTORIC AND HISTORICAL</b>					



Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
ARCHAEOLOGICAL RESOURCES (CNPRE)					
CNPRE-1	Excavation for the project will potentially affect Historical Archaeological Resources, including: 6 locations identified for the possible presence of sensitive prehistoric archaeological resources, one known archaeological resource, and 13 locations where historical archaeological resources might be uncovered.	<p><b>MM CNPRE-1a:</b> Consistent with the SHPO MOA with the City, FTA, and SFMTA would shall work with a qualified archaeologist to ensure that all state and federal regulations regarding cultural resources and Native American concerns are enforced.</p> <p><b>MM CNPRE-1b:</b> Limited subsurface testing in identified archaeologically sensitive areas shall be conducted once an alignment has been selected.</p> <p><b>MM CNPRE-1c:</b> During construction, archaeological monitoring shall be conducted in those sections of the alignment identified in the completed HCASR and through pre-construction testing as moderately to highly sensitive for prehistoric and historic-era archaeological deposits.</p> <p><b>MM CNPRE-1d:</b> Upon completion of archaeological field investigations, a comprehensive technical report shall be prepared for approval by the San Francisco Environmental Review Officer and SHPO that describes the archaeological findings and interpretations in accordance with state and federal guidelines.</p> <p><b>MM CNPRE-1e:</b> If unanticipated cultural deposits are found during subsurface construction, soil disturbing activities in the vicinity of the</p>	<p><b>Responsibility:</b> SFMTA</p> <p><b>Report to:</b> Lead Agency, SHPO, FTA, Annual Reports</p>	Check Final Engineering documents for compliance. Monitor construction.	In processIn-process design reviews. Construction.

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
		find shall be halted until a qualified archaeologist can assess the discovery and make recommendations for evaluation and appropriate treatment to the ERO for approval in keeping with adopted regulations and policies.			
<b>CONSTRUCTION - HISTORICAL ARCHITECTURAL RESOURCES (CNHARC)</b>					
<b>CNHAR C-1</b>	One historic architectural resource located at 933-949 Stockton Street would be demolished and replaced by the proposed Chinatown Station during construction of the project.	<p><b>MM CNHARC-1a:</b> Partial preservation of 933-949 Stockton Street or incorporation of elements of the building into the design of the new station building; salvage significant architectural features from the building for conservation into a historical display or exhibit in the new Chinatown station or in museums; and/or develop a permanent interpretive display for public use on the T-Third line cars or station walls.</p> <p><b>MM CN-HARC-1b:</b> If the 933-949 Stockton Street building is demolished, perform a Historic American Buildings Survey/Historic American engineering Record documentation.</p>	<p><b>Responsibility:</b> SFMTA</p> <p>The level of documentation in the HABS/HAER will be prescribed in consultation with the City Historic Preservation Officer/Preservation Coordinator, FTA, and SHPO.</p>	Check Final Engineering documents for compliance. Monitor construction.	In process In-process design reviews. Construction.
<b>CNHAR C-2</b>	There are 25 historic architectural resources along the alignment	<b>MM CNHARC-2a:</b> Pre-drilling for pile installation in areas that would employ secant piles with ground-supporting walls in the cut-and-cover	<b>Responsibility:</b> SFMTA	Design team has selected a drilled pile system that minimizes	Design team has selected a drilled pile system that minimizes vibration and

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
	that could be impacted by construction-related ground borne vibration and visual disturbance.	<p>areas would reduce the potential effects of vibration.</p> <p><b>MM CNHARC-2b:</b> Vibration monitoring of historic structures adjacent to tunnels and portals will be specified in the construction documents to ensure that historic properties do not sustain damage during construction. Vibration impacts would be mitigated to a less-than-significant level. If a mitigation monitoring plan provides the following:</p> <ul style="list-style-type: none"> <li>• The contractor will be responsible for the protection of vibration-sensitive historic building structures that are within 200 feet of any construction activity.</li> <li>• The maximum peak particle vibration (PPV) velocity level, in any direction, at any of these historic structures should not exceed 0.12 inches/second for any length of time.</li> <li>• The Contractor will be required to perform periodic vibration monitoring at the closest structure to ground disturbing construction activities, such as tunneling and station excavation, using approved seismographs.</li> <li>• If at any time the construction activity exceeds this level, that activity will immediately be halted until such time as an</li> </ul>		<p>vibration and the need for pre-drilling.</p> <p>Check Final Engineering documents for compliance.</p> <p>Monitor vibration during construction.</p>	<p>the need for pre-drilling.</p> <p>In processIn-process design reviews.</p> <p>Construction.</p>

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
		alternative construction method can be identified that would result in lower vibration levels.			
<b>CONSTRUCTION - VISUAL AND AESTHETIC RESOURCES (CNVAES)</b>					
<b>CNVAES-1</b>	The presence of construction equipment at the Moscone, Union Square, and Chinatown Station locations and the North Beach tunnel excavation shaft would temporarily obstruct public views of these scenic landscapes and would temporarily change the streetscape along the Corridor.	<b>IM CNVAES-1a:</b> Construction staging areas and excavation sites in these areas may be screened from view during construction to minimize potential visual impacts. <b>IM CN-VAES-1b:</b> In visually sensitive landscapes, like Union Square and Chinatown, temporary screening or physical barriers around the station construction sites and shaded night lights are recommendedmay be used to reduce the visual effects of construction equipment and to reduce glare.	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Monitor construction.	In processIn-process design reviews. Construction.
<b>CONSTRUCTION -- UTILITES (CNUTL)</b>					
<b>CNUTL-1</b>	Construction of the subway and stations would require major utility relocation work, which could affect private parcel connections to main utility lines and	<b>IM CNUT-1a:</b> Utility relocation coordination would take place during detailed design in consultation with the utility agencies and the design team	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Monitor construction.	In processIn-process design reviews. Construction.

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
	<p>result in short-term utility service disruption as relocated utility lines are reconnected to the utility system.</p> <p>Utility relocation would require street and sidewalk excavations that would impact traffic and pedestrian flows adjacent to the relocation areas.</p> <p>Permanent vacation of sub-surface sidewalk basements may be required.</p>	and would be phased to ensure that pedestrian and vehicular traffic flows are maintained.			
<b>CONSTRUCTION – GEOLOGY AND SEISMICITY (CNSET)</b>					
<b>CNSET-1</b>	Construction period settlement could cause damage to existing building foundations, subsurface utilities, and surface improvements.	<p><b>MM CNSET-1a:</b> Provisions such as concrete diaphragm walls to support the excavation and instrumentation to monitor settlement and deformation would be used to ensure that structures adjacent to tunnel alignments are not affected by excavations.</p> <p><b>MM CNSET-1b:</b> Tunnel construction methods that minimize ground movement, such as pressure-faced TBMs, Sequential Excavation Method, and ground improvement techniques such as compensation grouting, jet grouting or underpinning will be used.</p> <p><b>MM CNSET-1c:</b> Rigorous</p>	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Monitor construction.	In processIn-process design reviews. Construction.

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
		geomechanical instrumentation would be used to monitor underground excavation and grouting or underpinning will be employed to avoid displacement of structures.			
<b>CNSET-2</b>	Construction of the deep subway crossing under the BART tunnel could result in the potential displacement of the BART structures.	<b>MM CNSET-2a:</b> Automated ground movement monitoring will be used to detect distortion on the BART/Muni Metro tunnels and grout pipes will be placed prior to tunnel excavation to allow immediate injection of compensation grouting to replace ground losses if deformation exceeds established thresholds.	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Monitor construction.	In processIn-process design reviews. Construction.
<b>CONSTRUCTION – HYDROLOGY AND WATER QUALITY (CNHWQ)</b>					
<b>CNHWQ-1</b>	Construction activities at the Union Square Station could increase or otherwise disrupt flow of ground water to the Powell Street Station.	<b>MM CNHWWQ-1a:</b> Watertight shoring and fully waterproof station structures will be designed and constructed to avoid altering compounding ground water inflows to the Powell Street Station.	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Monitor construction.	In processIn-process design reviews. Construction.
<b>CONSTRUCTION - BIOLOGICAL AND WETLAND RESOURCES (CNBIO)</b>					
<b>CNBIO-1</b>	Construction could	<b>IM CNBIO-1a:</b> Any street trees	<b>Responsibility:</b>	Check Final	In processIn-process

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
			Monitoring and Reporting Program		
	result in the removal of existing street trees along the surface segment of Fourth Street, at station entries on Fourth and Stockton Streets, and at the One Stockton entrance to Chinatown..	removed or damaged as part of construction would be replaced along the street at a 1:1 ratio.	SFMTA	Engineering documents for compliance. Monitor construction.	design reviews. Construction.
<b>CNBIO-2</b>	During construction of the North Beach Tunnel Variant for removal of the tunnel boring machine at Columbus Avenue and Union Street, adjacent to Washington Square Park, exposure of roots of mature trees could occur.	<b>IM CNBIO-2a:</b> A certified arborist would be present as needed during excavation of the Columbus Avenue TBM retrieval shaft to monitor protection of tree roots.	<b>Responsibility:</b> SFMTA <b>Report to:</b> Lead Agency and Recreation and Parks Department	Check Final Engineering documents for compliance. Monitor construction.	In processIn-process design reviews. Construction.
<b>CONSTRUCTION - HAZARDOUS MATERIALS (CNHAZ)</b>					
<b>CNHAZ-1</b>	Previous subsurface soils investigations indicate the potential for exposure of site workers and the public to potentially hazardous materials,	<b>MM CNHAZ-1a:</b> Implementation of mitigation measures similar to those required for properties under the jurisdiction of Article 20: preparation of a Site History Report; Soil Quality Investigation, including a Soils Analysis Report and a Site Mitigation Report (SMR); description of Environmental Conditions; Health and Safety Plan (HSP); Guidelines for the	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Monitor construction.	In processIn-process design reviews. Construction.

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
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	including metals, volatile organic compounds (VOCs), and semi-VOCs, during site excavation or transport of excavated soil materials (13,000 cubic yards) which would be disposed of at a Class I facility. Servicing and fueling of diesel-powered construction equipment on-site could result in exposure to lubricants, diesel fuel, antifreeze, motor oils, degreasing agents, and other hazardous materials. Properties landside of the 1851 highwater mark that are not subject to Article 20 would have potential for exposure to hazardous materials.	Management and Disposal of Excavated Soils; and a Certification Statement that confirms that no mitigation is required or the SMR would mitigate the risks to the environment of human health and safety. This measure would ensure that the project impacts are mitigated to a less-than-significant level.			
<b>CONSTRUCTION - NOISE AND VIBRATION (CNNV)</b>					



Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
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<b>CNNV-1</b>	Historic buildings within 200 feet of a construction area may be subject to adverse vibration impacts if the maximum peak particle vibration (PPV) velocity level in any direction exceeds 0.12 inches/second for any length of time.	<p><b>MM CNNV-1a:</b> The Contractor shall be required to perform periodic vibration monitoring using approved seismographs at the historic structure closest to the construction activity. If the construction activity exceeds a 0.12 inches/second level, the construction activity shall be immediately halted until an alternative construction method that would result in lower vibration levels can be identified.</p> <p><b>MM CNNV-1b:</b> During construction, an acoustical consultant will be retained by the contractor to prepare a more detailed construction noise and vibration analysis will be prepared to address construction staging areas, tunnel portals, cut-and-cover construction, and underground mining and excavation operations.</p>	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Monitor construction.	In processIn-process design reviews. Construction.
<b>CNNV-2</b>	<p>Noise in the range of 85 to 89 dBA at 100 feet would be generated from construction activities along surface portions of the alignment and staging areas and station or portal construction areas.</p> <p>Vibration levels of 58 to 112 Lv at 25 feet would be experienced as a result of equipment used during at-</p>	<b>IM CNNV-2a:</b> The incorporation of noise control measures would minimize noise impacts during construction: noise control devices such as equipment mufflers, enclosures, and barriers; stage construction as far away from sensitive receptors as possible; maintain sound reducing devices and	<b>Responsibility:</b> SFMTA	Check Final Engineering documents for compliance. Monitor noise during construction at 100 feet from activity.	In processIn-process design reviews. Construction.

Impact No.	Impact Summary	Mitigation Measures (MM) or Improvement Measures (IM)	Implementation and Reporting	Monitoring and Reporting Actions	Implementation Schedule
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	<p>grade construction activities.</p> <p>Vibration impacts on buildings could result from equipment used for underground construction, particularly from tunneling.</p>	<p>restrictions throughout construction period; replace noisy with quieter equipment; schedule the noisiest construction activities to avoid sensitive times of the day; the contractor will hire an acoustical consultant to oversee the implementation of the Noise Control and Monitoring Plans; prepare a Noise Control Plan; comply with the nighttime noise variance provisions; conduct periodic noise measurements to ensure compliance with the Noise Monitoring Plan; and use equipment certified to meet specified lower noise level limits during nighttime hours.</p>			

Path:

SEIS-SEIR

Response to Comments

Final SEIS-SEIR

Mitigation Monitoring Report

Draft SEIS-SEIR - Rev4 - Appendix I -Mitigation Monitoring Report 07-11-08 Rev 0a

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

**MUNICIPAL TRANSPORTATION AGENCY  
City and County of San Francisco**

**DIVISION:** Parking and Traffic Division

**BRIEF DESCRIPTION:** Approving traffic and parking modifications itemized below

**SUMMARY:**

Under Proposition A, the SFMTA Board of Directors has authority to adopt parking and traffic regulations changes

**Benefit to 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

**ENCLOSURES:**

1. MTAB Resolution

**APPROVALS:**

**DATE**

DIRECTOR OF DIVISION  
PREPARING ITEM \_\_\_\_\_

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

SECRETARY \_\_\_\_\_

ADOPTED RESOLUTION TO BE RETURNED TO Maxine Louie

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

## ITEMS:

- A. REVOKE – PART-TIME PASSENGER LOADING ZONE, 7:30 AM TO 8:30 AM AND 2 PM TO 6 PM, SCHOOLDAYS – 250 Valencia Street, west side, from 136 feet to 156 feet south of Clinton Park (20-foot long). **PH: 8/08/08**  
**Requested by Resident**
- B. ESTABLISH – BLUE ZONE – 250 Valencia Street, west side, from 136 feet to 156 feet south of Clinton Park (20-foot long zone contingent upon the construction of an accompanying wheelchair ramp). **PH: 8/08/08** **Requested by Resident**
- C. ESTABLISH - PART-TIME PASSENGER LOADING ZONE, 7:30 AM TO 8:30 AM AND 2 PM TO 6 PM, SCHOOLDAYS - 250 Valencia Street, west side, from 52.5 feet to 156 feet south of Clinton Park (103.5-feet long). **PH: 7/11/08**  
**Requested by Resident**
- D. EXTEND – RED (NO PARKING ANYTIME) ZONE - Burnett Avenue, west side, from Crestline Drive to 15 feet northerly (from 50 feet to 65 feet). **PH: 7/11/08**  
**Requested by Resident**
- E. RESCIND - RIGHT LANE MUST TURN RIGHT - Lake Merced Boulevard, northbound, at South State Drive and at Font Boulevard. **PH: 7/11/08**  
**Requested by Resident**
- F. ESTABLISH - PART-TIME PASSENGER LOADING ZONE, 8:30 AM TO 9:30 AM AND 3 PM TO 4 PM, SCHOOLDAYS - Ortega Street, south side, from 0 feet to 90 feet west of 37<sup>th</sup> Avenue (90-foot zone); and Ortega Street, south side, from 120 feet to 240 feet west of 37<sup>th</sup> Avenue (120-foot zone). **PH: 7/11/08** **Requested by Resident**
- G. REVOKE - PART-TIME PASSENGER LOADING ZONE, 8:30 AM TO 9:30 AM AND 3 PM TO 4 PM, SCHOOLDAYS AND ESTABLISH - SCHOOL BUS LOADING ZONE, 7 AM TO 4 PM, SCHOOL DAYS - “3101” Ortega Street, south side, from 38<sup>th</sup> Avenue to 98 feet westerly (98-foot zone). **PH: 7/11/08** **Requested by Resident**
- H. ESTABLISH - METERED MOTORCYCLE PARKING – Washington Street (1800 block), south side, from 148-feet west of Van Ness Avenue to 20-feet westerly (replaces parking meter #1817 with 5 motorcycle spaces). **PH: 7/11/08**  
**Requested by Resident**
- I. ESTABLISH - UNMETERED MOTORCYCLE PARKING – Bryant Street, north side, from 6<sup>th</sup> Street to 24-feet easterly (creates 6 motorcycle spaces). **PH: 7/11/08**  
**Requested by Resident**
- J. ESTABLISH - ANGLED PARKING (60 DEGREE) – Noe Street, west side, from 90 feet south of Duboce Avenue to 75 feet north of 14<sup>th</sup> Street. **PH: 7/11/08**  
**Requested by Resident**
- K. ESTABLISH - NO PARKING ANYTIME – Noe Street, west side, from 38 feet to 90 feet south of Duboce Avenue. **PH: 7/11/08** **Requested by Resident**
- L. REMOVE - ANGLE PARKING STALLS – Townsend Street, south side, between 4<sup>th</sup> Street and 5<sup>th</sup> Street, west of the white zone in front of Caltrain to 76 feet westerly (six parking stalls). **PH: 7/11/08** **Requested by SFMTA**
- M. INSTALL - MOTORCYCLE STALLS – Townsend Street, south side, between 4<sup>th</sup> Street and 5<sup>th</sup> Street, west of the white zone in front of Caltrain to 76 feet westerly (30 - 3 feet-6 inch wide stalls). **PH: 7/11/08** **Requested by SFMTA**
- N. INSTALL - STOP SIGNS - Diamond Street at Jersey Street, making this intersection an

All-Way STOP; and, Irving Street, westbound, at Lower Great Highway stopping the stem of this uncontrolled T-intersection. **PH: 7/11/08 Requested by Resident**

MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS  
CITY AND COUNTY OF SAN FRANCISCO

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

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

- A. REVOKE – PART-TIME PASSENGER LOADING ZONE, 7:30 AM TO 8:30 AM AND 2 PM TO 6 PM, SCHOOLDAYS – 250 Valencia Street, west side, from 136 feet to 156 feet south of Clinton Park.
- B. ESTABLISH – BLUE ZONE – 250 Valencia Street, west side, from 136 feet to 156 feet south of Clinton Park (20-foot long zone contingent upon the construction of an accompanying wheelchair ramp).
- C. ESTABLISH - PART-TIME PASSENGER LOADING ZONE, 7:30 AM TO 8:30 AM AND 2 PM TO 6 PM, SCHOOLDAYS - 250 Valencia Street, west side, from 52.5 feet to 156 feet south of Clinton Park.
- D. EXTEND – RED (NO PARKING ANYTIME) ZONE - Burnett Avenue, west side, from Crestline Drive to 15 feet northerly (from 50 feet to 65 feet).
- E. RESCIND - RIGHT LANE MUST TURN RIGHT - Lake Merced Boulevard, northbound, at South State Drive and at Font Boulevard.
- F. ESTABLISH - PART-TIME PASSENGER LOADING ZONE, 8:30 AM TO 9:30 AM AND 3 PM TO 4 PM, SCHOOLDAYS - Ortega Street, south side, from 0 feet to 90 feet west of 37<sup>th</sup> Avenue; and Ortega Street, south side, from 120 feet to 240 feet west of 37<sup>th</sup> Avenue.
- G. REVOKE - PART-TIME PASSENGER LOADING ZONE, 8:30 AM TO 9:30 AM AND 3 PM TO 4 PM, SCHOOLDAYS AND ESTABLISH - SCHOOL BUS LOADING ZONE, 7 AM TO 4 PM, SCHOOL DAYS - “3101” Ortega Street, south side, from 38<sup>th</sup> Avenue to 98 feet westerly (98-foot zone).
- H. ESTABLISH - METERED MOTORCYCLE PARKING – Washington Street (1800 block), south side, from 148-feet west of Van Ness Avenue to 20-feet westerly (replaces parking meter #1817 with 5 motorcycle spaces).
- I. ESTABLISH - UNMETERED MOTORCYCLE PARKING – Bryant Street, north side, from 6<sup>th</sup> Street to 24-feet easterly (creates 6 motorcycle spaces).
- J. ESTABLISH - ANGLED PARKING (60 DEGREE) – Noe Street, west side, from 90 feet south of Duboce Avenue to 75 feet north of 14<sup>th</sup> Street.
- K. ESTABLISH - NO PARKING ANYTIME – Noe Street, west side, from 38 feet to 90 feet south of Duboce Avenue.
- L. REMOVE - ANGLE PARKING STALLS – Townsend Street, south side, between 4<sup>th</sup> Street and 5<sup>th</sup> Street, west of the white zone in front of Caltrain to 76 feet westerly (six parking stalls).
- M. INSTALL - MOTORCYCLE STALLS – Townsend Street, south side, between 4<sup>th</sup> Street and 5<sup>th</sup> Street, west of the white zone in front of Caltrain to 76 feet westerly (30 - 3 feet-6 inch wide stalls).

N. INSTALL - STOP SIGNS - Diamond Street at Jersey Street, making this intersection an All-Way STOP; and, Irving Street, westbound, at Lower Great Highway.

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 Parking and Traffic, does hereby approve the changes as attached.

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

\_\_\_\_\_  
Secretary, Municipal Transportation Agency Board

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

**MUNICIPAL TRANSPORTATION AGENCY  
City and County of San Francisco**

**DIVISION:** Finance and Information Technology

**BRIEF DESCRIPTION:**

Resolution authorizing the San Francisco Municipal Transportation Agency, through its Executive Director/CEO (or his designee), to accept and expend \$200,000 of FTA New Freedom assistance for the installation of additional NextMuni Audible Arrival Time Push-to-Talk devices at transit shelter locations throughout San Francisco.

**SUMMARY:**

- The San Francisco Municipal Transportation Agency (SFMTA) must apply to the Metropolitan Transportation Commission (MTC) to have funds included in a grant once MTC programs the project in the region's Transportation Improvement Program (TIP).
- The project is consistent with the priorities established by the SFMTA Board, as affirmed in Muni's Short Range Transit Plan, and are embodied in the Regional TIP and the San Francisco County Transportation Authority's Congestion Management and Strategic Plan.
- The New Freedom program is a Congressional priority for funding under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).
- SFMTA seeks authority to accept and expend grant funding in the amount of \$200,000 from the FTA New Freedom Program for Muni's NextMuni Audible Arrival Time Push-to-Talk project. Required matching funds of \$50,000 will be obtained from a variety of state and local sources.

**ENCLOSURES:**

1. MTAB Resolution

**APPROVALS:**

**DATE**

DIRECTOR OF DIVISION  
PREPARING ITEM

\_\_\_\_\_

\_\_\_\_\_

FINANCE

\_\_\_\_\_

\_\_\_\_\_

EXECUTIVE DIRECTOR/CEO

\_\_\_\_\_

\_\_\_\_\_

SECRETARY

\_\_\_\_\_

\_\_\_\_\_

ADOPTED RESOLUTION  
BE RETURNED TO

\_\_\_\_\_ Jerry Levine, 1 South Van Ness, 7<sup>th</sup> Floor

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

**EXPLANATION:**

Each year, the Metropolitan Transportation Commission (MTC), in its role as the region's designated metropolitan planning organization, develops a current year regional Program of Projects (POP) for federal formula and discretionary funding programs authorized for mass transportation projects under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). These funding programs include the Section 5317 New Freedom. These funding sources are also elements of the larger regional Transportation Improvement Program (TIP).

The established POP incorporates and is consistent with SFMTA's priorities as established in the Short Range Transit Plan and Capital Investment Plan adopted by the SFMTA Board. MTC amended the region's TIP to program fiscal year 2008 New Freedom funds to include SFMTA's project.

SAFETEA-LU established the New Freedom Program to address the transportation needs of disabled persons through the provision of new services and facility improvements that go beyond those required by the Americans with Disabilities Act (ADA). Funds are apportioned by formula to large urbanized areas (UZAs), small UZAs and rural areas based upon the population of persons with disabilities in the respective UZA. Funds are required to be spent on projects that provide services within those areas.

The MTC is a designated recipient for New Freedom funding for this region. Designated recipients of New Freedom funding must conduct a competitive selection process to determine which projects should receive funding. The SFMTA applied for and has been awarded funds by MTC for Muni's NextMuni Audible Arrival Time Push-to-Talk project. Under this project, the Push-to-Talk devices would be installed in transit shelters in the City to assist persons with visual disabilities to obtain the bus arrival information that is visually displayed on the NextMuni signs.

This action would authorize the SFMTA, through its Executive Director/CEO (or his designee), to accept and expend \$200,000 in FTA New Freedom assistance for Muni's NextMuni Audible Arrival Time Push-to-Talk project.

The required non-federal matching funds of \$50,000 will be secured separately. Various state, regional and local funding sources will be tapped to provide matching funds to these projects, which may include State transportation funds, bridge toll funds, San Francisco Municipal Railway fare revenue, San Francisco Municipal Railway Improvement Corporation funds, and sales tax revenue administered by the San Francisco County Transportation Authority.

The SFMTA will further the following goals of the Strategic Plan through acceptance of these funds:

- Goal 1 - To provide safe, accessible, reliable, clean and environmentally sustainable service.  
Objective 1.4 - Improve accessibility across transit service
- Goal 2 – To get customers where they want to go, when they want to be there  
Objective 2.3 – Fulfill bicycle and pedestrian network connectivity
- Goal 6 – To improve service and efficiency, the SFMTA must leverage technology.  
Objective 6.1 – Information and technology leadership: Identify, develop and deliver the new and enhanced systems and technologies required to support SFMTA's 2012 goals.



The City Attorney's Office has reviewed this calendar item.

MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS  
CITY AND COUNTY OF SAN FRANCISCO

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

WHEREAS, The U.S. Secretary of Transportation is authorized to make monies available under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) for mass transportation projects; and

WHEREAS, SAFETEA-LU established the New Freedom Program to address the transportation needs of disabled persons through the provision of new services and facility improvements that go beyond those required by the Americans with Disabilities Act; and

WHEREAS, The Metropolitan Transportation Commission (MTC) is a designated recipient for New Freedom funding for this region; and

WHEREAS, Designated recipients of New Freedom funding must conduct a competitive selection process to determine which projects should receive funding; and

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) is an eligible claimant for assistance under the New Freedom Program; and

WHEREAS, The SFMTA was awarded New Freedom funding in the amount of \$200,000 for its NextMuni Audible Arrival Time Push-to-Talk project; and

WHEREAS, The contract for financial assistance will impose certain obligations on the applicant, including the provision of the local share of project costs; and

WHEREAS, SFMTA's non-federal share of project costs, \$50,000, will be funded through a variety of sources, which may include Regional Bridge Toll Net Revenues, San Francisco Municipal Railway Improvement Corporation Funds and/or sales taxes administered by the San Francisco County Transportation Authority; and

WHEREAS, The U.S. Department of Transportation (DOT) requires that, in connection with the filing of an application for federal assistance, the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the DOT requirements under that Act; and

WHEREAS, It is the goal of the SFMTA that Disadvantaged Business Enterprises (DBEs) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that DBEs shall have the maximum possible opportunity to compete for contracts, supplies, equipment contracts, or consultant and other services; and

WHEREAS, The Executive Director/CEO of the SFMTA, or his designee, must execute agreements with FTA and other agencies to complete the transfer of the funds; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the SFMTA, through its Executive Director/CEO, to accept and expend \$200,000 in FTA New Freedom assistance for its NextMuni Audible Arrival Time Push-to-Talk project; and, be it

FURTHER RESOLVED, That the SFMTA Board authorizes the Executive Director/CEO to seek \$50,000 in non-federal matching funds; and, be it

FURTHER RESOLVED, That the SFMTA Board authorizes the Executive Director/CEO or his designee to furnish whatever additional information might be requested by the funding agencies in connection with this request; and, be it

FURTHER RESOLVED, That the SFMTA Board authorizes the Executive Director/CEO or his designee to execute any and all agreements necessary to transfer the funds.

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

\_\_\_\_\_.

\_\_\_\_\_  
Secretary, Municipal Transportation Agency

**THIS PRINT COVERS CALENDAR ITEM NO. : 10.4**

**MUNICIPAL TRANSPORTATION AGENCY  
City and County of San Francisco**

**DIVISION:** Transportation Planning and Development

**BRIEF DESCRIPTION:**

Requesting approval for Contract Amendment No. 6 to San Francisco Municipal Railway Contract No. MR-1134R, the Advanced Train Control System Project, with Thales Rail Signalling Solutions (US) Inc. to extend the Contract Term by six months, to March 6, 2009.

**SUMMARY:**

- Thales Rail Signalling Systems (U.S.) Inc. (formerly Alcatel Transport Automation (US) Inc.) is providing an Advanced Train Control System ("ATCS") to the Municipal Railway under Contract No. MR-1034R, which received Notice to Proceed in August, 1992.
- Five Amendments to MR-1034R have revised and expanded the Contract work scope, settled claims, and extended the contract schedule. The ATCS has been in revenue service since 1998.
- The closeout scope of work under MR-1034R is nearly complete with all hardware and software installed. Closeout of the Contract requires completion of a 4-week Availability Demonstration, and execution of a Software and Maintenance Support Services Agreement. These activities will not be complete by September 6, 2008. Staff seeks a 6-month term extension to March 6, 2009 to complete closeout work.
- Staff seeks approval from the SFMTA Board of Contract Amendment No. 6, extending the Contract Term of MR-1034R by six months, to March 6, 2009.

**ENCLOSURES:**

1. SFMTAB Resolution
2. Contract Amendment No. 6

**APPROVALS:**

**DATE**

DIRECTOR OF DIVISION  
PREPARING ITEM

\_\_\_\_\_

\_\_\_\_\_

FINANCE

\_\_\_\_\_

\_\_\_\_\_

EXECUTIVE DIRECTOR/CEO

\_\_\_\_\_

\_\_\_\_\_

SECRETARY

\_\_\_\_\_

\_\_\_\_\_

ADOPTED RESOLUTION

BE RETURNED TO: Gigi Pabros

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

## **EXPLANATION:**

In August 1992, the City, through its Public Utilities Commission, awarded Contract No. MR-1034R with Alcatel to provide an Advanced Train Control System (ATCS) to the Municipal Railway. The ATCS has been in revenue service since 1998.

The ATCS controls light rail vehicles operating within the Metro subway. The ATCS enhances light rail system performance and safety by controlling train speed, braking, routing and headways (the time between trains), more efficiently and accurately than can be accomplished by manual operator control. The ATCS controls trains at a rate of up to 60 vehicles-per-hour in each direction through the subway, an increase of 130 percent over the 26 vehicles-per-hour pre-ATCS limitation. The ATCS transmits train arrival information to platform level information systems, both visual and audio, through the SFMTA's legacy Platform Display System (PDS) and Public Address (PA) System. The ATCS also provides real-time train location data to the NextMuni arrival prediction system (supplied by NextBus) for those trains which are in the subway and outside the range of Global Positioning Satellite ("GPS") vehicle tracking devices.

On April 26, 1994, the Public Utilities Commission authorized execution of an agreement to assign Contract No. MR-1034R from Alcatel Canada, Inc. to Alcatel Transport Automation (US) Inc. With the execution of that agreement, Alcatel Canada, Inc. became a subcontractor to Alcatel Transport Automation (US) for the purposes of Contract No. MR-1034R.

Amendments No. 1 in 1994, and No. 2 in 1996 revised and expanded the Contract work scope, settled claims, and extended the contract schedule.

Amendment No. 3, approved on September 6, 2005, addressed outstanding claims, remaining work, delivery schedule, payment and liquidated damages, and redefined requirements for contract closeout. The closeout scope of work under MR-1034R is currently underway.

In January 2007, ownership of Alcatel Transport Automation (US) and Alcatel Canada, Inc transferred to Thales Rail Signalling Solutions (US) Inc. and Thales Rail Signalling Solutions Inc., respectively. Amendment No. 4, approved on February 20, 2007, replaced subcontractor Alcatel Canada Inc. with Thales Rail Signalling Solutions Inc., for no change in cost or duration of the Contract.

Amendment No. 5, approved on August 30, 2007, extended the Contract Term to September 6, 2008.

Closeout work for Contract MR-1034R is nearing completion. All hardware and software installations are complete, commissioned and in service. All documentation deliverables have been submitted and accepted by the SFMTA. There are two items remaining for closeout, before the final retention monies can be released to the supplier:

First, a 4-week Availability Demonstration is underway to verify that the close-out work has not reduced ATCS availability since the close-out work defined under Amendment #3 commenced in 2005.

Second, a Software and Maintenance Support Services agreement is currently being negotiated

between SFMTA and Thales Rail Signalling Solutions (US) Inc. This new agreement will govern the supplier's ATCS-related maintenance services, support activities, technology escrow and upgrades to the ATCS throughout its life-cycle, until the year 2028. This new agreement, required for close-out of MR-1034R, is a significant negotiation which will require approval by the SFMTAB and also the SF Board of Supervisors, which in combination require several months' lead time.

These two final close-out items cannot be completed before the current Contract Term expires on September 6, 2008. SFMTA staff and the Thales project team concur that successful completion of these two remaining close-out items could be completed within a six-month extension timeframe. Therefore, the proposed Amendment No. 6 extends the Contract Term by six months, with no cost to either party and no other change to Contract provisions, terms or conditions.

The ATCS contract contributes to the following Strategic Goals:

- Goal 1 - To provide safe, accessible, clean, environmentally sustainable service and to encourage the use of auto-alternative modes through the Transit First Policy
  - 1.1 - Improve safety and security across all modes of transportation
- Goal 2 - To get customers where they want to go, when they want to be there
  - 2.1 - Improve transit reliability to meet 85% on-time performance standard
  - 2.4 - Reduce congestion through major corridors.
- Goal 6 - To improve service and efficiency, the SFMTA must leverage technology
  - 6.1 - Identify, develop and deliver the new and enhanced systems and technologies required to support SFMTA's 2012 goals.

Staff recommends that the Board approve this Amendment No. 6, to extend Contract MR-1034R for six months, to March 6, 2009, for the purpose of completing all close-out work.

The City Attorney's Office and the Contract Compliance Office have reviewed this calendar item.

MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS  
CITY AND COUNTY OF SAN FRANCISCO  
RESOLUTION No. \_\_\_\_\_

WHEREAS, On June 9, 1992, the Public Utilities Commission approved execution of Municipal Railway Contract MR-1034R with Alcatel Canada, Inc. for procurement of an Advanced Train Control System (ATCS); and,

WHEREAS, On April 26, 1994, the Public Utilities Commission approved execution of an agreement to reassign Contract MR-1034R from Alcatel Canada, Inc. to Alcatel Transport Automation (US) Inc., effective July 1, 1994; and,

WHEREAS, On December 13, 1994, the Public Transportation Commission approved Amendment No. 1 to the Contract to provide a system upgrade, and to extend the Contract Term from August 31, 1995 to July 31, 1997; and,

WHEREAS, On December 10, 1996, the Public Transportation Commission approved the Settlement Agreement and Contract Amendment No. 2 to the Contract to resolve all claims, and other contractual issues between the parties and extend the Contract Term from July 31, 1997 to May 1, 1999; and,

WHEREAS, On September 6, 2005, the SF Municipal Transportation Agency approved the Settlement Agreement and Amendment No. 3 to the Contract to resolve existing claims and contractual issues, to redefine the terms of Contract closeout, and to extend the Contract Term from May 1, 1999 to September 6, 2007; and,

WHEREAS, On February 20, 2007, the SF Municipal Transportation Agency approved Amendment No. 4 to the Contract replacing subcontractor Alcatel Canada Inc. with Thales Rail Signalling Solutions Inc.; and,

WHEREAS, On August 30, 2007, the SF Municipal Transportation Agency approved Amendment No. 5 to the Contract extending the Contract Term to September 6, 2008; and,

WHEREAS, The Contract Compliance Office has approved of the proposed Amendment No. 6 to extend the Contract Term; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the SFMTA's Executive Director/CEO to execute Contract Amendment No. 6 to Contract No. MR-1034R, Advanced Train Control System Project, with Thales Rail Signalling Solutions, to extend the Contract Term for six months, from September 6, 2008 to March 6, 2009.

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

\_\_\_\_\_  
Secretary, SF Municipal Transportation Agency Board

Agreement by and between  
the City and County of San Francisco,  
Municipal Transportation Agency

and

Thales Rail Signalling Solutions (U.S.) Inc.

for the

Procurement and Installation of an  
Advanced Train Control System (ATCS)

CONTRACT NO. MR-1034R

SIXTH AMENDMENT

Extension of Term

## **SIXTH AMENDMENT TO CONTRACT MR-1034R**

The City and County of San Francisco, acting by and through its Municipal Transportation Agency ("the City"), and Thales Rail Signalling Solutions (U.S.), Inc. ("Thales") hereby amend Contract No. MR-1034R for the Procurement and Installation of Advanced Train Control System, dated August 10, 1992. This Sixth Amendment to the Contract ("Sixth Amendment") is dated for convenience as August 1, 2008.

### **RECITALS**

1. In July 1992, the City and Alcatel Transport Automation (U.S.), Inc. entered into a contract for the procurement and installation of an Advanced Train Control System ("ATCS"), known as Contract No. MR-1034R ("the Contract").

2. The City and Alcatel previously amended the Contract, by Amendment No. 1 on or about December 13, 1994, and by Amendment No. 2 on or about December 10, 1996, and by Amendment No. 3 on or about September 6, 2005.

3. The parties renegotiated remaining work to be completed and payment terms and schedules for that work, the agreement of which was set out in Amendment No. 3, all of which was to be completed on or before September 6, 2007.

4. Thales Rail Signalling Solutions (US) Inc. ("Thales") acquired Alcatel Transport Automation (US) ("Alcatel") through stock transfer and change of name on or about January 1, 2007, subsequent to which Thales has assumed and continued to perform the duties and responsibilities of Alcatel under the Contract, by Amendment No. 4 dated on or about February 20, 2007.

5. Under Amendment No. 5, the parties extended the Term of the Contract to September 6, 2008. Despite the best efforts of the parties, the Work will not be completed by that date, and the Term must therefore be extended at no cost or other penalty to either party.

NOW, THEREFORE, in consideration of the above recitals set forth above, the City and Thales hereby agree as follows:

#### **1. Term**

The Term of the Contract is extended to March 6, 2009. The parties shall complete all Work agreed under the Contract, as amended, on or before that date. The extension of the Term of the Agreement shall be at no cost to either party.

2. No other requirements, provisions, terms or conditions of the Contract, as amended, are modified or otherwise changed except as expressly set out in this Sixth



Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment on the day first mentioned above.

FOR CITY:

Approved:

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NATHANIEL P. FORD, SR.  
Executive Director/CEO  
Municipal Transportation Agency  
City and County of San Francisco

AUTHORIZED BY:

Municipal Transportation Agency Board  
Resolution No. \_\_\_\_\_  
Adopted: \_\_\_\_\_

Attest:

---

Secretary  
Municipal Transportation Agency Board

FOR THALES:

Approved:

---

JOHN R. BROHM  
President  
Thales Rail Signalling Solutions (U.S.) Inc.  
5700 Corporate Drive, Suite 750,  
Pittsburgh, PA 15237

APPROVED AS TO FORM:

Dennis J. Herrera  
City Attorney

---

Robert K. Stone  
Deputy City Attorney

THIS PRINT COVERS CALENDAR ITEM NO: 10.5

**MUNICIPAL TRANSPORTATION AGENCY**  
City and County of San Francisco

**DIVISION:** Off-Street Parking

**BRIEF DESCRIPTION:**

Approving the revised City of San Francisco Japan Center Garage Corporation's Fiscal Years 2008-2009 and 2009-2010 Operating Budget and authorizing the SFMTA Executive Director/CEO, or his designee, to forward the Operating Budget to the Office of the Controller for final approval.

**SUMMARY:**

- On July 1, 2008, the SFMTA Board approved the FY 2008-09 and 2009-10 Operating Budget for the Japan Center Garage, without the Marketing Plan proposed by the Japan Center Garage Corporation. The SFMTA Board directed the staff to work with the Corporate Manager for the Japan Center Garage, revise the Marketing Plan, and resubmit the budget for approval.
- Staff and the Corporate Manager have developed the attached Marketing Plan that includes those marketing tasks and projects directly benefiting the garage operations.
- The attached budget reflects the expenses associated with the revised Marketing Plan.
- This report includes clarification on Community Benefit District as requested by the Board at the July 1, 2008 meeting.
- The City Attorney's Office has reviewed this calendar item.

**ENCLOSURES:**

1. MTAB Resolution
2. Fiscal Years 2008-2009 and 2009-2010 Operating Budget for the Japan Center Garages.

**APPROVALS:**

**DATE**

PREPARING ITEM	_____	_____
FINANCE	_____	_____
EXECUTIVE DIRECTOR/CEO	_____	_____
SECRETARY	_____	_____

ADOPTED RESOLUTION

SHOULD BE RETURNED TO: Amit Kothari, Off-Street Parking

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

## **EXPLANATION:**

Under a 15-year lease term that began in June 2002, the City of San Francisco Japan Center Garage Corporation (“Corporation”) manages the city-owned Japan Center Garage. The Corporation has hired Parking Concepts, Inc. (PCI), a management company, to operate the Garage. PCI receives \$3,000 per month in management fees and ten percent of annual net revenues in excess of pre-established target revenues.

Under the lease, the Department of Parking and Traffic (“DPT”) receives 75 percent of the Garage’s net income and the Corporation retains 25 percent of net income (up to a maximum of \$2 million) in a capital improvement fund. Once the fund reaches \$2 million, all of the Garage’s net income goes to DPT.

Pursuant to the lease, the Corporation is required to submit an annual Operating Budget for review and approval by the Municipal Transportation Agency Board and the Office of the Controller. On July 1, 2008, the SFMTA Board approved FY 2008-09 and 2009-10 operating budget for the garage, with the exception of the Corporation's proposed the Marketing Plan . The Board directed the staff to assist the Corporate Manager with necessary revisions to the plan, and resubmit the budget for the Board's approval. Subsequent to the July 1 Board meeting, staff has worked with the Corporate Manager and developed a Marketing Plan that includes developing and implementing various marketing strategies that benefit the garage operations.

The following narrative and the attached budget reflect the expenses proposed in the revised Marketing Plan.

At the July 1 meeting, the Board inquired about differences between a Community Benefit District and a Marketing Plan. Although both of these approaches benefit the community, there are several key differences, such as:

- A CBD levies assessments on all members' properties to support activities and projects that benefit those properties generally. The City Charter limits the use of garage revenues to support the transit activities of the SFMTA. It not appropriate to use garage revenues to support activities that benefit Japantown generally. But garage revenues can be spent on legitimate operating expenses of the garage, including advertising and marketing of the garage.
- In a CBD, the assessments are levied on all properties within the established CBD boundaries, unless excepted for a specific reason. The Marketing Plan is funded solely by garage revenues.
- A CBD is established through a democratic and legislative process that requires a petition process, public hearings and balloting followed by action by the Board of Supervisors. A majority of property owners must support the formation of a CBD before the assessments are levied. A Marketing Plan, such as one prepared by Japan Center Garage Corporation simply requires approvals by JCGC Board and SFMTA Board.

The Japantown community has been exploring formation of a CBD which may benefit the greater community with broader marketing promotions and initiatives with more flexibility than a Marketing Plan funded by garage revenues could offer.

## **FISCAL YEAR 2007-2008**

A comparison between the approved FY 2007-2008 Operating Budget and the actual FY 2007-2008 performance is shown in the chart below.

### **FY 2007-2008 Performance:**

	<b>July 2007- June 2008 Approved Budget</b>	<b>July 2007 – June 2008 Actual</b>	<b>Difference Between Approved and Actual</b>
Revenue	\$3,622,100	\$3,595,807	(\$26,293)
less Parking Taxes	\$719,000	\$713,066	(\$5,934)
less Expenses	\$1,674,135	\$1,687,008	\$12,873
Net Income	\$1,228,965	\$1,195,733	(\$33,232)
SFMTA Income (75 percent of Net Income)	\$921,724	\$896,800	(\$24,924)

The FY 07-08 budget over estimated the revenue as the result in part from the rate increase implemented April 1, 2007 and the recent re-opening of the renovated Sundance Kabuki Cinemas (formally the AMC Kabuki 8 Theatres). The variance between actual and budgeted for FY 07-08 is less than 1%.

As to expenses, the Corporation spent \$1,687,008, which is \$12,873 more than budgeted (or 0.77 percent), largely due to unforeseen sidewalk repairs and additional security personnel needed to direct traffic during the garage's waterproofing capital improvement.

The Corporation generated \$1,195,733 in Net Income, which is \$33,232 (or 2.7 percent) less than the Net Income budgeted for FY 2007-2008. The SFMTA received \$896,800 in Net Income for FY 2008-2009 after the Corporation retained 25 percent for their future capital improvement needs.

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**FISCAL YEARS 2008-2009 and 2009-2010**

A comparison of the approved FY 2007-2008 Operating Budget, the proposed FY 2008-2009 and 2009-2010 Operating Budget, is shown in the chart below.

**FY 2008-2009 and 2009-2010 Proposed Operating Budget:**

	<b>2007-2008 Actual</b>	<b>2008-2009 Proposed Budget</b>	<b>2009-2010 Proposed Budget</b>	<b>2008-2009 Compared to 2007- 2008</b>	<b>2009-2010 Compared to 2008- 2009</b>
Revenue	\$3,595,807	\$3,751,067	\$3,887,595	\$155,260	\$136,528
less Parking Taxes	\$713,066	\$743,708	\$770,419	\$30,642	\$26,711
less Expenses	\$1,687,008	\$1,630,969	\$1,707,659	(\$56,039)	\$76,690
Net Income	\$1,195,733	\$1,376,390	\$1,409,517	\$180,657	\$33,127
DPT Income (75 percent of Net Income)	\$896,800	\$1,032,293	\$1,057,138	\$135,493	\$24,845

For FY 2008-2009, the Corporation projects generating \$3,751,067 in revenue, a \$155,260 (or 4.3 percent) increase over the actual amount for FY 2007-2008 due to an anticipated increase in patronage from the recently renovated/re-opened Sundance Kabuki Cinemas above the Annex Garage and the anticipated opening of the Japanese Pop Culture Center located directly across from the Main Garage on Post Street. The Corporation is planning an aggressive marketing effort to maintain the existing customer base and capture new patronage that could be attracted to the new venues and festivals in Japantown.

The Corporation proposes expenditures for FY 2008-2009 of \$1,630,969 which is \$56,039 (or 3.3 percent) lower than the actual for FY 2007-2008. The decrease in expenditure is largely due to the completion of repairs to the facility. The Corporation has included in this year's administrative expenditures the addition of an Assistant Corporate Manager position to focus on various marketing activities that could increase patronage to the garage. This position will also represent Garage interests in connection with the upcoming renovation of the malls and the new developments in the surrounding community. The expense for this position will be offset by the reduction of the marketing expense categories related to discontinuing efforts previously provided by the Japantown Task Force.

Consequently, the Corporation projects generating \$1,376,390 in Net Income for FY 2008-2009 which is \$180,657 more than the actual for FY 2007-2008. FY 2008-2009 Net Income to the SFMTA is budgeted at \$1,032,293 representing an increase of \$135,493 or 15.1 percent over FY 2007-2008. Capital improvement requests are being deferred until the SFMTA completes an overall assessment of the capital improvement needs of all SFMTA administered parking facilities.

For FY 2009-2010, the Corporation is projecting \$1,057,138 Net Income to the SFMTA which is \$24,845 over the amount budgeted for FY 2008-2009. Expenditures are modestly budgeted to reflect scheduled salaries and associated payroll expenses. The Corporation will be provided an opportunity to make proposed amendments to the FY 2009-2010 Operating Budget.

This item directly supports Goal 4, Financial Capacity: To ensure financial stability and effective resource utilization and supports all other SFMTA 2008-2012 Strategic Plan Goals indirectly.

The City Attorney's Office has reviewed this item.

**Recommendation:**

Staff recommends that the San Francisco Municipal Transportation Agency Board of Directors adopt the attached resolution, approving the City of San Francisco Japan Center Garage Corporation's Fiscal Years 2008-2009 and 2009-2010 Operating Budget, including the revised Marketing Plan, and authorizing the SFMTA Executive Director/CEO, or his designee, to forward the Operating Budget to the Office of the Controller for final approval.

MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS  
CITY AND COUNTY OF SAN FRANCISCO

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

WHEREAS, The Japan Center Garage Corporation (the “Corporation”) operates the Japan Center Garages (“Garage”) on behalf of the City and County of San Francisco under a lease agreement with the City; and,

WHEREAS, Under the conditions of the lease, the Corporation is required to submit an annual Operating Budget to the Municipal Transportation Agency Board of Directors and the Office of the Controller for review and approval; and,

WHEREAS, Each year the Municipal Transportation Agency Board of Directors reviews the non-profit garage budget and makes recommendations to the Office of the Controller; and,

WHEREAS, The SFMTA Board of Directors approved the Corporation budget for FY 2008-09 and 2009-10 at its July 1, 2008 meeting, and directed the staff to resubmit the budget with a revised Marketing Plan; and,

WHEREAS, The revised two-year Operating Budget with a revised Marketing Plan submitted by the Corporation is consistent with the requirements of Proposition A for this even-numbered year and is in a format provided by the SFMTA; and,

WHEREAS, The Corporation will be provided an opportunity to submit amendments to the two-year budget in each odd-numbered year; and,

WHEREAS, The Municipal Transportation Agency Board of Directors has reviewed the Corporation’s Operating Budget for the Japan Center Garages; now, therefore, be it

RESOLVED, That the Municipal Transportation Agency Board of Directors approves the Japan Center Garage Corporation’s revised Fiscal Years 2008-2009 and 2009-2010 Operating Budget for the Japan Center Garages; and, be it further

RESOLVED, That the Municipal Transportation Agency Board of Directors authorizes the SFMTA Executive Director/CEO, or his designee, to forward the Japan Center Garage Corporation’s revised Fiscal Years 2008-2009 and 2009-2010 Operating Budget for the Japan Center Garages, including the Marketing Plan and associated costs, to the Office of the Controller for final approval.

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

---

Secretary, Municipal Transportation Agency Board

**CITY AND COUNTY OF SAN FRANCISCO**

**JAPAN CENTER GARAGES  
1610 GEARY BOULEVARD  
SAN FRANCISCO, CA 94115**

**PROPOSED BUDGET**

**FY 2008 – 2009 (FY09)**

**FY 2009 – 2010 (FY10)**

**Prepared by:**

**City of San Francisco Japan Center Garage Corporation  
Richard Hashimoto, Corporate Manager  
Phone: (415) 567-4573  
Fax: (415) 567-1004  
rmhashimoto@aol.com**



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**JAPAN CENTER GARAGE**  
**Four-Year Historical Trend**  
**Summary of Revenue and Expenditure**  
**(TABLE I)**

<b>REVENUE &amp; EXPENSE CATEGORIES</b>	<b>Actual Jul. 1, 2004 Jun. 30, 2005</b>	<b>Actual Jul. 1, 2005 Jun. 30, 2006</b>	<b>Actual Jul. 1, 2006 Jun. 30, 2007</b>	<b>Actual Jul. 1, 2007 Jun. 30, 2008</b>
<b>REVENUE</b>				
1a Transient Parking	1,481,426	1,580,253	1,658,504	1,789,096
1b Monthly Parking	1,103,743	1,215,588	1,242,564	1,327,230
1c Business Validation	457,419	432,676	291,853	449,005
<b>Total Parking Revenue</b>	<b>\$ 3,042,588</b>	<b>\$ 3,228,517</b>	<b>\$ 3,192,921</b>	<b>\$ 3,565,331</b>
2a Miscellaneous Revenues	24,212	27,148	32,735	28,667
<b>Gross Revenue</b>	<b>\$ 3,066,800</b>	<b>\$ 3,255,666</b>	<b>\$ 3,225,656</b>	<b>\$ 3,593,998</b>
3a Parking Tax (less)	<b>608,518</b>	<b>645,703</b>	<b>658,713</b>	<b>713,066</b>
<b>Net Parking Revenue</b>	<b>\$ 2,458,282</b>	<b>\$ 2,609,963</b>	<b>\$ 2,566,943</b>	<b>\$ 2,880,932</b>
4a Bank Interest	<b>1,470</b>	<b>2,350</b>	<b>4,241</b>	<b>1,809</b>
<b>NET REVENUE</b>	<b>\$2,459,751</b>	<b>\$2,612,312</b>	<b>\$2,571,184</b>	<b>\$ 2,882,741</b>
<b>EXPENDITURE</b>				
<b>Personnel Cost</b>				
A1 Administrative Salaries	210,400	218,384	226,906	228,498
A2 Parking Operations Salaries	389,076	391,794	390,804	416,124
<b>Payroll Expenses</b>				
B1 Payroll Taxes (non-SF)	52,555	53,677	53,863	55,696
B2 SF Payroll Taxes	8,992	9,153	9,266	9,767
B3 Welfare & Pension	163,617	178,692	162,947	186,241
B4 Worker's Compensation	53,819	51,494	50,173	53,117
<b>Utilities</b>				
C1 Gas & Electric	76,587	68,746	81,945	81,126
C2 Water	5,376	5,877	5,193	3,263
C3 Telephone	2,828	2,475	3,281	3,389
C4 Scavenger	7,173	7,246	8,370	8,922
<b>Supplies &amp; Services</b>				
D1 Insurance	62,456	59,350	61,004	33,928
D2 Repairs & Maintenance (Facility)	50,061	46,754	42,263	114,051
D3 Office Supplies	6,077	4,162	7,074	8,588

<b>REVENUE &amp; EXPENSE CATEGORIES</b>	<b>Actual Jul. 1, 2004 Jun. 30, 2005</b>	<b>Actual Jul. 1, 2005 Jun. 30, 2006</b>	<b>Actual Jul. 1, 2006 Jun. 30, 2007</b>	<b>Actual Jul. 1, 2007 Jun. 30, 2008</b>
D4 Garage Supplies	12,042	7,704	13,648	11,267
D5 Parking Supplies	6,727	6,166	8,465	7,980
<b>Management Costs</b>				
E1 Management Fee	36,000	36,000	36,000	36,000
E2 Incentive Fee	-	-	-	-
<b>Professional/Personal Services</b>				
F1Accounting/Bookkeeping	7,338	8,315	7,279	9,310
F2 Garage Audit	16,411	19,460	25,718	24,410
F3 Garage Legal	8,558	9,100	23,135	12,388
F4 Security (Contractual)	88,193	91,408	95,911	122,396
F5 Janitorial Contract	65,420	53,375	51,280	54,120
F8 Bank Charges (Non-trustee)	-	6,590	9,095	26,355
F9 Uniform Cleaning	2,654	2,700	2,260	2,367
F10 Payroll Processing	388	376	368	375
F12 Other Contractual Services	52,739	103,687	140,339	50,000
<b>Other Costs</b>				
G1 Taxes & Licenses	1,383	1,839	1,845	9,943
G2 Marketing	20,847	33,565	96,579	80,702
G5 Miscellaneous	1,602	-	837	32
<b>Total Garage Expense</b>	<b>\$ 1,409,320</b>	<b>\$ 1,478,091</b>	<b>\$ 1,615,847</b>	<b>\$ 1,650,356</b>
<b>Garage Operating Income/Loss</b>	<b>\$ 1,050,431</b>	<b>\$ 1,134,221</b>	<b>\$ 955,336</b>	<b>\$ 1,232,385</b>
<b>Corporate Expenses</b>				
H2 Corporate Legal	2,065	8,932	8,278	36,652
H3 Corporate Insurance	-	3,204	-	-
<b>Garage Net Income</b>	<b>\$ 1,048,366</b>	<b>\$ 1,122,086</b>	<b>\$ 947,059</b>	<b>\$ 1,195,733</b>
75% City	786,274	841,564	710,294	896,800
25% Corporation	262,091	280,521	236,765	298,933

**JAPAN CENTER GARAGE**  
**FY 2009 Actual and FY 2009 Proposed**  
**Summary of Revenue and Expenses**  
**(TABLE II)**

REVENUE & EXPENSE CATEGORIES	Actual Jul. 1, 2007 - Jun. 30, 2008	Proposed Budget Jul. 1, 2008 Jun. 30, 2009	Difference Between FY08 Actual and FY09 Projected	
<b>REVENUE</b>				
1a Transient Parking	1,789,096	1,878,853	89,757	5%
1b Monthly Parking	1,327,230	1,380,000	52,770	4%
1c Business Validation	449,005	459,687	10,682	2%
<b>Total Parking Revenue</b>	<b>\$ 3,565,331</b>	<b>\$ 3,718,540</b>	<b>\$ 153,209</b>	<b>4%</b>
2a Miscellaneous Revenues	28,667	29,527	860	3%
<b>Gross Revenue</b>	<b>\$ 3,593,998</b>	<b>\$ 3,748,067</b>	<b>\$ 154,069</b>	<b>4%</b>
3a Parking Tax (less)	713,066	743,708	30,642	4%
<b>Net Parking Revenue</b>	<b>\$ 2,880,932</b>	<b>\$ 3,004,359</b>	<b>\$ 123,427</b>	<b>4%</b>
4a Bank Interest	1,809	3,000	1,191	66%
<b>NET REVENUE</b>	<b>\$ 2,882,741</b>	<b>\$ 3,007,359</b>	<b>\$ 124,618</b>	<b>4%</b>
<b>EXPENDITURE</b>				
<b>Personnel Cost</b>				
A1 Administrative Salaries	228,498	272,853	44,355	19%
A2 Parking Operations Salaries	416,124	428,608	12,484	3%
<b>Payroll Expenses</b>				
B1 Payroll Taxes (non-SF)	55,696	63,132	7,436	13%
B2 SF Payroll Taxes	9,767	10,522	755	8%
B3 Welfare & Pension	186,241	195,553	9,312	5%
B4 Worker's Compensation	53,117	59,504	6,387	12%
<b>Utilities</b>				
C1 Gas & Electric	81,126	85,182	4,056	5%
C2 Water	3,263	3,361	98	3%
C3 Telephone	3,389	3,491	102	3%
C4 Scavenger				5%

REVENUE & EXPENSE CATEGORIES	Actual Jul. 1, 2007 - Jun. 30, 2008	Proposed Budget Jul. 1, 2008 Jun. 30, 2009	Difference Between FY08 Actual and FY09 Projected	
	8,922	9,368	446	
<b>Supplies &amp; Services</b>				
D1 Insurance	33,928	34,946	1,018	3%
D2 Repairs & Maintenance (Facility)	114,051	80,000	(34,051)	-30%
D3 Office Supplies	8,588	13,845	5,258	61%
D4 Garage Supplies	11,267	11,831	563	5%
D5 Parking Supplies	7,980	8,379	399	5%
<b>Management Costs</b>				
E1 Management Fee	36,000	36,000	-	0%
E2 Incentive Fee	-	8,274	8,274	100%
<b>Professional/Personal Services</b>				
F1 Accounting/Bookkeeping	9,310	9,589	279	3%
F2 Garage Audit	24,410	25,000	590	2%
F3 Garage Legal	12,388	10,000	(2,388)	-19%
F4 Security (Contractual)	122,396	107,396	(15,000)	-12%
F5 Janitorial Contract	54,120	56,826	2,706	5%
F8 Bank Charges (Non-trustee)	26,355	27,146	791	3%
F9 Uniform Cleaning	2,367	2,485	118	5%
F10 Payroll Processing	375	387	11	3%
F12 Other Contractual Services	50,000	10,000	(40,000)	-80%
<b>Other Costs</b>				
G1 Taxes & Licenses	9,943	6,741	(3,202)	-32%
G2 Marketing	80,702	30,000	(50,702)	-63%
G5 Miscellaneous	32	50	18	56%
<b>Total Garage Expense</b>	<b>\$ 1,650,356</b>	<b>\$ 1,610,469</b>	<b>\$ (39,887)</b>	<b>-2%</b>
<b>Garage Operating Income/Loss</b>	<b>\$ 1,232,385</b>	<b>\$ 1,396,890</b>	<b>\$ 163,314</b>	<b>13%</b>

REVENUE & EXPENSE CATEGORIES	Actual Jul. 1, 2007 - Jun. 30, 2008	Proposed Budget Jul. 1, 2008 Jun. 30, 2009	Difference Between FY08 Actual and FY09 Projected	
<b>Coprporate Expenses</b>				
H2 Corporate Legal	36,652	15,000	(21,652)	<b>-59%</b>
H3 Corporate Insurance	-	5,500	5,500	<b>0%</b>
<b>Total Corporate Expense</b>	<b>\$ 36,652</b>	<b>\$ 20,500</b>	<b>\$ (16,152)</b>	<b>-44%</b>
<b>Garage Net Income</b>	<b>\$ 1,195,733</b>	<b>\$ 1,376,390</b>	<b>\$ 180,657</b>	<b>15%</b>
75% City	896,800	1,032,293	135,493	15%
25% Corporation	298,933	344,098	45,164	15%

**JAPAN CENTER GARAGE**  
**FY 2009 and FY 2010 Proposed Budgets**  
**Summary of Revenue and Expenditure**  
**(TABLE III)**

+ REVENUE & EXPENSE CATEGORIES	Actual Jul. 1, 2007 – Jun. 30, 2008	Proposed Budget Jul. 1, 2008 – Jun. 30, 2009	Proposed Budget Jul. 1, 2009 – Jun. 30, 2010	Difference Between FY09 and FY10 Proposed	
<b>REVENUE</b>					
1a Transient Parking	1,789,096	1,878,853	1,961,824	82,971	4%
1b Monthly Parking	1,327,230	1,380,000	1,407,600	27,600	2%
1c Business Validation	449,005	459,687	482,672	22,984	5%
<b>Total Parking Revenue</b>	<b>\$ 3,565,331</b>	<b>\$ 3,718,540</b>	<b>\$ 3,852,095</b>	<b>\$ 133,555</b>	<b>4%</b>
2a Miscellaneous Revenues	28,667	29,527	31,500	1,973	7%
<b>Gross Revenue</b>	<b>\$ 3,593,998</b>	<b>\$ 3,748,067</b>	<b>\$ 3,883,595</b>	<b>\$ 135,529</b>	<b>4%</b>
3a Parking Tax (less)	713,066	743,708	770,419	26,711	4%
<b>Net Parking Revenue</b>	<b>\$ 2,880,932</b>	<b>\$ 3,004,359</b>	<b>\$ 3,113,176</b>	<b>\$ 108,818</b>	<b>4%</b>
4a Bank Interest	1,809	3,000	4,000	1,000	33%
<b>NET REVENUE</b>	<b>\$ 2,882,741</b>	<b>\$ 3,007,359</b>	<b>\$ 3,117,176</b>	<b>\$ 109,818</b>	<b>4%</b>
<b>EXPENDITURE</b>					
<b>Personnel Cost</b>					
A1 Administrative Salaries	228,498	272,853	324,353	51,500	19%
A2 Parking Operations Salaries	416,124	428,608	441,466	12,858	3%
<b>Payroll Expenses</b>		-			
B1 Payroll Taxes (non-SF)	55,696	63,132	68,924	5,792	9%
B2 SF Payroll Taxes	9,767	10,522	11,487	965	9%
B3 Welfare & Pension	186,241	195,553	201,420	5,867	3%
B4 Worker's Compensation	53,117	59,504	61,917	2,413	4%
<b>Utilities</b>					
C1 Gas & Electric	81,126	85,182	85,182	-	0%
C2 Water	3,263	3,361	3,361	-	0%
C3 Telephone					0%

+ REVENUE & EXPENSE CATEGORIES	Actual Jul. 1, 2007 – Jun. 30, 2008	Proposed Budget Jul. 1, 2008 – Jun. 30, 2009	Proposed Budget Jul. 1, 2009 – Jun. 30, 2010	Difference Between FY09 and FY10 Proposed	
				-	
	3,389	3,491	3,491	-	
C4 Scavenger	8,922	9,368	9,836	468	5%
<b>Supplies &amp; Services</b>					
D1 Insurance	33,928	34,946	34,946	-	0%
D2 Repairs & Maintenance (Facility)	114,051	80,000	70,000	(10,000)	-13%
D3 Office Supplies	8,588	13,845	5,045	(8,800)	-64%
D4 Garage Supplies	11,267	11,831	12,186	355	3%
D5 Parking Supplies	7,980	8,379	8,630	251	3%
<b>Management Costs</b>				-	
E1 Management Fee	36,000	36,000	36,000	-	0%
E2 Incentive Fee	-	8,274	15,736	7,462	90%
<b>Professional/Personal Services</b>				-	
F1 Accounting/Bookkeeping	9,310	9,589	9,877	288	3%
F2 Garage Audit	24,410	25,000	25,000	-	0%
F3 Garage Legal	12,388	10,000	10,000	-	0%
F4 Security (Contractual)	122,396	107,396	110,618	3,222	3%
F5 Janitorial Contract	54,120	56,826	58,531	1,705	3%
F8 Bank Charges (Non-trustee)	26,355	27,146	28,503	1,357	5%
F9 Uniform Cleaning	2,367	2,485	2,560	75	3%
F10 Payroll Processing	375	387	398	12	3%
F12 Other Contractual Services	50,000	10,000	10,000	-	0%
<b>Other Costs</b>				-	
G1 Taxes & Licenses	9,943	6,741	6,741	-	0%
G2 Marketing	80,702	30,000	30,000	-	0%
G5 Miscellaneous	32	50	50	-	0%
<b>Total Garage Expense</b>	<b>\$ 1,650,356</b>	<b>\$ 1,610,469</b>	<b>\$ 1,686,259</b>	<b>\$ 75,790</b>	<b>5%</b>



+ REVENUE & EXPENSE CATEGORIES	Actual Jul. 1, 2007 – Jun. 30, 2008	Proposed Budget Jul. 1, 2008 – Jun. 30, 2009	Proposed Budget Jul. 1, 2009 – Jun. 30, 2010	Difference Between FY09 and FY10 Proposed	
Garage Operating Income/Loss	\$ 1,232,385	\$ 1,396,890	\$ 1,430,918	\$ 34,028	2%
Corporate Expenses				-	
H2 Corporate Legal	36,652	15,000	15,000	-	0%
H3 Corporate Insurance	-	-	6,400	6,400	#DIV/0!
Total Corporate Expense	\$ 36,652	\$ 15,000	\$ 21,400	\$ 6,400	43%
Garage Net Income	\$ 1,195,733	\$ 1,381,890	\$ 1,409,518	\$ 27,628	2%
75% City	896,800	1,036,418	1,057,138	20,721	2%
25% Corporation	298,933	345,473	352,379	6,907	2%

**JAPAN CENTER GARAGE**  
**FY 2008-2009 and FY 2009-FY2010 Proposed Revenues by Month**  
**(TABLE IV)**

<b>FY 2008 - 2009</b>	<b>Jul</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Total</b>
<b>REVENUES</b>													
<b>Parking Revenues</b>													
1a Transient Parking	163,745	163,745	160,768	160,768	151,394	151,394	151,394	154,842	154,842	156,276	154,842	154,842	1,878,853
1b Monthly Parking	115,000	115,000	115,000	115,000	115,000	115,000	115,000	115,000	115,000	115,000	115,000	115,000	1,380,000
1c Business Validations	34,464	27,886	35,959	33,526	40,095	44,983	33,975	41,154	42,919	36,767	44,645	43,313	459,687
<b>Total Parking Revenue</b>	<b>\$313,209</b>	<b>\$306,631</b>	<b>\$311,727</b>	<b>\$309,294</b>	<b>\$306,489</b>	<b>\$311,377</b>	<b>\$300,369</b>	<b>\$310,996</b>	<b>\$312,762</b>	<b>\$308,044</b>	<b>\$314,487</b>	<b>\$313,156</b>	<b>\$3,718,540</b>
2a Miscellaneous	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
<b>Gross Revenue</b>	<b>\$315,709</b>	<b>\$309,131</b>	<b>\$314,227</b>	<b>\$311,794</b>	<b>\$308,989</b>	<b>\$313,877</b>	<b>\$302,869</b>	<b>\$313,496</b>	<b>\$315,262</b>	<b>\$310,544</b>	<b>\$316,987</b>	<b>\$315,656</b>	<b>\$3,748,540</b>
3a Parking Tax (less)	62,642	61,326	62,345	61,859	61,298	62,275	60,074	62,199	62,552	61,609	62,897	62,631	743,708
<b>Net Revenue</b>	<b>\$253,067</b>	<b>\$247,805</b>	<b>\$251,882</b>	<b>\$249,935</b>	<b>\$247,691</b>	<b>\$251,602</b>	<b>\$242,795</b>	<b>\$251,297</b>	<b>\$252,709</b>	<b>\$248,935</b>	<b>\$254,090</b>	<b>\$253,025</b>	<b>\$3,004,832</b>
<b>REVENUES</b>													
<b>Parking Revenues</b>													
1a Transient Parking	171,932	171,932	167,198	167,198	158,964	158,964	158,964	161,036	161,036	162,527	161,036	161,036	1,961,824
1b Monthly Parking	117,300	117,300	117,300	117,300	117,300	117,300	117,300	117,300	117,300	117,300	117,300	117,300	1,407,600
1c Business Validations	36,187	29,280	37,757	35,203	42,099	47,232	35,674	43,212	45,065	38,606	46,877	45,479	482,672
<b>Total Parking Revenue</b>	<b>\$325,419</b>	<b>\$318,512</b>	<b>\$322,256</b>	<b>\$319,701</b>	<b>\$318,363</b>	<b>\$323,496</b>	<b>\$311,938</b>	<b>\$321,547</b>	<b>\$323,401</b>	<b>\$318,433</b>	<b>\$325,213</b>	<b>\$323,815</b>	<b>\$3,852,095</b>
2a Miscellaneous	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	31,500
<b>Gross Revenue</b>	<b>\$328,044</b>	<b>\$321,137</b>	<b>\$324,881</b>	<b>\$322,326</b>	<b>\$320,988</b>	<b>\$326,121</b>	<b>\$314,563</b>	<b>\$324,172</b>	<b>\$326,026</b>	<b>\$321,058</b>	<b>\$327,838</b>	<b>\$326,440</b>	<b>\$3,883,595</b>
3a Parking Tax (less)	65,084	63,702	64,451	63,940	63,673	64,699	62,388	64,309	64,680	63,687	65,043	64,763	770,419
<b>Net Revenue</b>	<b>\$262,960</b>	<b>\$257,435</b>	<b>\$260,430</b>	<b>\$258,386</b>	<b>\$257,315</b>	<b>\$261,422</b>	<b>\$252,175</b>	<b>\$259,863</b>	<b>\$261,346</b>	<b>\$257,371</b>	<b>\$262,796</b>	<b>\$261,677</b>	<b>\$3,113,176</b>

## **NARRATIVE I**

### **FY 2007-2008 Actual To FY 2008-2009 Proposed**

#### **1a. Transient Parking**

**2009 5%**  
**2010 4%**

Combined with the Kabuki Theaters opening and remodeling projects of the two community hotels, the garage is experiencing an encouraging trend for transient demand.

In addition, past efforts in marketing the community has been successful in recapturing many past patrons lost during parking rate increases and bringing back former residents that were displaced during urban renewal to visit and become actively involved in community efforts in preserving the historic community.

It is expected that these marketing efforts will increase Transient Parking revenues by \$89,757 or 5% from prior year.

In the second year, it is anticipated that the new J-Pop Center and the proposed Marketing Plan will increase visitors to Japantown.

#### **1b. Monthly Parking**

**2009 4%**  
**2010 2%**

Due to overwhelming demand for monthly parking spaces, the operator has started a wait list. The corporation has instructed the operator to increase monthly parking provided that the increase does not affect the transient parking demand. The goal for additional monthlies is anticipated to increase this revenue source by 4% or \$52,770.

For 2010, it is projected that a slight increase in monthly accounts will increase this revenue source by 2%.

#### **1c. Business Validation**

**2009 2%**  
**2010 5%**

Since the Sundance Kabuki Cinemas and two major hotels have completed renovation, it is anticipated that visitors will begin returning to the theater and mall shops.

Under Sundance Cinemas' new ownership, the theaters have reopened screening independent films. Although the films are not considered box office hit attractions, it is expected that overall establishments offering parking validations will benefit somewhat by the increase in returning moviegoers.

However, due to the past performance from merchant validations, the corporation is taking a conservative approach and, is only projecting an increase of \$10,682 (2%).

For FY 2010, the corporation expects to enter into a parking validation agreement with the proposed J-Pop Center and increase the current Kabuki Theater Validation from three to four hours.

**2a. Miscellaneous****2009 3%****2010 7%**

The corporation shall increase monthly rents on storage room facilities and projects the growing number of garage lockouts, lost card keys and late fees. An increase of \$860 is projected and is offset by a vacancy in one storage room, which the corporation may use for archiving purposes.

**3a. Parking Tax****2009 4%****2010 4%**

Increase in overall taxable parking revenue increases parking tax by \$30,642 in FY 2009 and \$26,711 in FY 2010.

**4a. Bank Interest****2009 66%****2010 33%**

It is anticipated that there will be no capital improvements projects planned. Therefore, the balance in the corporation's capital improvement account will grow earning more interest. The corporation expects an additional \$1,191 in bank interest.

In second year, the account balance in the corporation's Capital Account is expected to increase, earning additional interest.

**A1. Administrative Salaries****2009 19%****2010 19%**

On December 20, 2007, the corporation's board of directors approved 10% performance increases for Corporate Manager, administrative assistant and internal auditor. At the request of the City, corporate employees voluntarily deferred the last performance increase scheduled in FY 2004.

In addition, the corporation proposes to augment its administrative staff to include a Part-time Assistant Corporate Manager at the cost of \$32.05 per hour at 30 hours per week. Upon City approval, the corporation shall advertise and conduct a job application process. A sub-committee consisting of the corporation's board of directors and the corporate manager shall screen all applications. An interview process will then follow potential applicants that meet the criteria described in the job description. It is anticipated that the position will be filled by October 1, 2008 and reflects 9 months salary.

The position shall concentrate on garage marketing as described in the attached Marketing Plan and fill-in for the corporate manager when he or she is absent or unavailable. Total amount is projected for FY 2009 will be \$44,355 more than prior year's approved budget.

In 2010, the proposed Assistant Corporate Manager shall earn 12 months wages in addition to a 3% cost of living increase for all corporate employees.

**A2. Parking Operations Salaries****2009 3%****2010 3%**

The current bargaining agreement expires on November 30, 2008. Therefore, this budget forecast does not take into consideration for any increase to be more than 3% at the current staffing level.

In the second year, the corporation anticipates another 3% increase at the current staffing level.

<b>B1. Payroll Taxes (non-SF)</b>	<b>2009</b>	<b>13%</b>
	<b>2010</b>	<b>9%</b>

In relation to increases in wages, payroll taxes are expected to increase \$7,436 in FY 2009 and \$5,792 in FY 2010, accordingly.

<b>B2. SF Payroll Taxes</b>	<b>2009</b>	<b>8%</b>
	<b>2010</b>	<b>9%</b>

1.5% of total payroll and is expected to increase \$755 for FY 2009 and \$965 in FY 2010, as well.

<b>B3. Welfare &amp; Pension</b>	<b>2009</b>	<b>5%</b>
	<b>2010</b>	<b>3%</b>

Reflects increase in health benefits and in pension contributions based on current staffing/rates resulting in a \$9,312 in FY 2009 and \$5,867 in FY 2010 increases. Pension contributions include Individual Retirement Account (IRA) for corporate staff that is not included with the operator employees bargaining agreement. The corporation's board of directors determines the amounts for IRA contributions and, is disbursed on a semi-annual basis.

<b>B4. Worker's Compensation</b>	<b>2009</b>	<b>12%</b>
	<b>2010</b>	<b>4%</b>

Reflects current workers compensation percentages (.0145 for administrative and .1296 for operational employees) of payroll costs. Due to increase in wages, an increase of \$6,387 is expected for FY 2009 and \$2,413 for FY 2010.

<b>C1. Gas &amp; Electric</b>	<b>2009</b>	<b>5%</b>
	<b>2010</b>	<b>0%</b>

Based on current consumption and anticipated increase in utility rates, an increase of \$4,056 is projected in FY 2009 and no increase is being proposed for FY 2010.

<b>C2. Water &amp; Sewer</b>	<b>2009</b>	<b>3%</b>
	<b>2010</b>	<b>0%</b>

Based on current usage, this line item shall be increased by \$98 for FY 2009 with no increase taken into consideration for FY 2010.

<b>C3. Telephone</b>	<b>2009</b>	<b>3%</b>
	<b>2010</b>	<b>0%</b>

Historical increase of 3% (\$102) is projected for FY 2009 with no increase projected in FY 2010.

<b>C4. Scavenger</b>	<b>2009</b>	<b>5%</b>
	<b>2010</b>	<b>5%</b>

An additional pick-up services will increase this line item expense by \$446 for FY 2009 and \$468 in FY 2010.

<b>D1. Insurance</b>	<b>2009</b>	<b>3%</b>
	<b>2010</b>	<b>0%</b>

A 3% increase in Garage Keeper's Legal Liability premium for FY 2009 with no increase forecasted for FY 2010.

<b>D2. Repair &amp; Maintenance (Facility)</b>	<b>2009</b>	<b>-30%</b>
	<b>2010</b>	<b>-13%</b>

During prior FY, the garage suffered several unforeseen losses that were not anticipated. There was \$3,621 spent on plumbing exploration work for a large water leak coming from the main garage's ceiling; \$4,113 to replace an emergency exit door destroyed by a wind storm; \$5,195 to repair damage to a concrete island caused by a hit and run driver (SFPD Case #080237461); \$17,122 to remove and replace portion of the main garage's concrete drive exit on Geary Street triggered by a trip and fall; \$7,577 to repair the garage's floor cleaning machines beyond the preventative maintenance program and others. These unforeseen costs increased the \$70,000 Repair and Maintenance budget by \$44,051.

Since these were unscheduled repairs, the recurring repair and maintenance will decrease back to \$70,000. However, an insurance deductible of \$10,000 has been added for an act of vandalism that destroyed the main garage's roll-up entry gate on Geary Boulevard that is scheduled to be repaired in FY 2009.

In 2010, the Repair and Maintenance budget is expected to go back to the \$70,000 figure.

<b>D3. Office Supplies</b>	<b>2009</b>	<b>61%</b>
	<b>2010</b>	<b>-64%</b>

The current garage management agreement expired on June 2008. The corporation anticipates performing Bid/RFP process in FY 2009 and, has allocated \$5,000 in producing material related to that process. The corporation also intends to replace two, possibly three obsolete and damaged computers in the aggregate of \$5,000.

In 2010, this line item shall be reduced by \$10,000 pending the Bid/RFP is performed in FY 2009.

<b>D4. Garage Supplies</b>	<b>2009</b>	<b>5%</b>
	<b>2010</b>	<b>3%</b>

Reflects a \$563 increase in FY 2009 and \$355 in FY 2010 to meet rising costs.

<b>D5. Parking Supplies</b>	<b>2009</b>	<b>5%</b>
	<b>2010</b>	<b>3%</b>

Increase to satisfy shipping increases in printed parking related items such as tickets and receipt stock resulting in an increase of \$399 for FY 2009 and \$251 for FY 2010

<b>E1. Management Fee</b>	<b>2009</b>	<b>0%</b>
	<b>2010</b>	<b>0%</b>

This is a set contractual cost. However, the current management agreement expired on June 2008. Accordingly, the corporation and operator are currently operating on a month-to-month basis. Since Bid/RFP documents have not yet been approved, fees for the new management agreement has not been established.

<b>E2. Incentive Fee</b>	<b>2009</b>	<b>100%</b>
	<b>2010</b>	<b>90%</b>

The current Management Agreement states that the operator shall receive a 10% Incentive Fee of the actual Net Parking Revenue (Gross Receipts less Parking Tax) exceeding the Target Net Revenue of \$2,800,000. For FY 2008, Net Parking Revenue collected is \$2,882,741 or \$82,741 over the Target Net Revenue. This will result in a 10% Incentive Fee of \$8,274 and will be the first time the operator receives an Incentive Fee during the final year of their five-year Agreement. The current Management Agreement has capped Incentive Fee at \$50,000 per year.

In the second year, the projected net revenue is \$3,007,359 or \$157,359 over the \$2,850,000 Target

Net Revenue. It is projected that the operator shall earn \$15,736 in Incentive Fee.

<b>F1. Accounting/Bookkeeping</b>	<b>2009</b>	<b>3%</b>
	<b>2010</b>	<b>3%</b>

Economic increase projected at \$279 for FY 2009 and \$750 in FY 2010.

<b>F2. Garage Audit</b>	<b>2009</b>	<b>2%</b>
	<b>2010</b>	<b>0%</b>

The corporation budgets this line item at a “not to exceed” limit of \$25,000. The corporation’s independent accounting firm did not exceed this amount in prior FY and completed FY 2008 at \$24,410.

Nevertheless, the corporation will maintain the “not to exceed” maximum amount of \$25,000 in FY 2009 and FY 2010.

<b>F3. Garage Legal</b>	<b>2009</b>	<b>-19%</b>
	<b>2010</b>	<b>0%</b>

A decrease of \$2,388 from prior FY is expected due to City Attorney’s Office re-classification of Garage Legal to Corporate Legal expense. For that reason, the annual recurring amount of \$10,000 is budgeted for FY 2009 and FY 2010.

However, the corporation entered into a lawsuit against iParking, Inc. and others. Legal expenses associated with this litigation are not included.

<b>F4. Security (Contractual)</b>	<b>2009</b>	<b>-12%</b>
	<b>2010</b>	<b>3%</b>

In prior FY, the corporation performed a waterproofing renovation. Instead of using higher cost operator employees to direct traffic, the corporation employed security guards as much as possible that increased the prior year’s expense by \$15,000.

However, by using security guards, the corporation saved over \$22,000 in garage operation salaries in previous FY, an offset of \$7,000. This expense item shall revert to normal scheduled service and is budgeted at \$107,396 for FY 2009, which is -12% below the 2008 actual.

In 2010, a 3% contractual increase is proposed.

<b>F5. Janitorial Contract</b>	<b>2009</b>	<b>5%</b>
	<b>2010</b>	<b>3%</b>

Includes economic increase and reimbursement of parking charges for FY 2009 and annual cost of living increase in FY 2010.

<b>F8. Bank Service Charge</b>	<b>2009</b>	<b>3%</b>
	<b>2010</b>	<b>5%</b>

In past FY, credit card usage more than doubled resulting in increased bank fees. Although the trend may continue, the corporation anticipates an increase of 3% or \$791 for FY 209 and \$1,357 for FY 2010 to reflect anticipated bank service charges.

<b>F9. Uniform Cleaning</b>	<b>2009</b>	<b>5%</b>
	<b>2010</b>	<b>3%</b>

Due to recent rate increase, this service shall increase by \$118 in FY 2009 and is projected at \$75 for FY 2010.

<b>F10. Payroll Processing</b>	<b>2009</b>	<b>3%</b>
	<b>2010</b>	<b>3%</b>

3% increases are anticipated for each FY.

<b>F12. Other Contractual Services</b>	<b>2009</b>	<b>-80%</b>
	<b>2010</b>	<b>0%</b>

The corporation successfully completed its bilingual Internet website into Japanese and web based coupon program. Therefore, the corporation is reducing this line item by \$40,000 but, needs to continue \$10,000 for maintenance of the website for each FY.

<b>G1. Tax &amp; License Fees</b>	<b>2009</b>	<b>-32%</b>
	<b>2010</b>	<b>0%</b>

Due to the tax assessor's office mailing error in prior FY, annual unsecured property tax statements for 2005, 2006 and 2007 were sent to the wrong address. Since the tax collector's office acknowledged the error, no interest or penalties were assessed and will revert to prior year's budget level in each FY.

This line item includes unsecured property tax, assessment for certification to collect parking fees, business licenses, corporation's state filing fee and license to store flammable liquids on premises.

<b>G2. Marketing</b>	<b>2009</b>	<b>-63%</b>
	<b>2010</b>	<b>0%</b>

The one-year \$100,000 marketing fund extension to the Japantown Task Force, Inc. has concluded and this expense line item is reduced (\$100,000). However, \$30,000 remains for recurring marketing expenses such as advertisements, participation in annual festivals and the final billing of the Japantown Task Force, Inc. for June 2008.

No increase is forecasted for FY 2010.

<b>G5. Miscellaneous</b>	<b>2009</b>	<b>56%</b>
	<b>2010</b>	<b>0%</b>

This item reflects miscellaneous parking refunds and expenses. It is being rounded off to the nearest \$50 and, increased by \$18.

<b>H2. Corporate Legal</b>	<b>2009</b>	<b>-59%</b>
	<b>2010</b>	<b>0%</b>

In prior FY, the corporation was a witness to the litigation between City and County of San Francisco and Competent Builders, Inc. Counsel reviewed several documents and attended deposition of the corporate manager pertaining to this case that faulted the general contractor for poor workmanship during the Renovation of the Japantown Peace Plaza Project which the garage still suffers from a leaking roof.

<b>H3. Corporate Insurance</b>	<b>2009</b>	<b>0%</b>
	<b>2010</b>	<b>16%</b>

The Corporation prepaid insurance in FY 2007 and reflects a zero balance in FY 2008. In FY 2009, we anticipate an expense of \$5,500 and, in FY 2010, the amount of \$6,400 is budgeted for Directors and Officers Liability, Performance and Fidelity Bonds.



**JAPAN CENTER GARAGE  
FY 2008-2009 and FY 2009-2010 MARKETING PLAN**

Ensuing is Japan Center Garage Corporation's Marketing Plan for the Japan Center Garages.

The Corporation is proposing to augment its administrative staff to include an Assistant Corporate Manager to create new programs at the Japan Center Garage for the upcoming 2008-2009 and 2009-2010 fiscal years.

The corporation successfully completed its website in English and Japanese offering coupon incentives to businesses in the community with a steady number of guests visiting the website on a regular basis. In order to maintain visitors interest, the website also includes an events page and, periodically changes the images on its home page. The Assistant Corporate Manager will explore translation and associated costs in other languages if, there is a demonstrated need.

The Assistant Corporate Manager shall evaluate the benefits of combining the Japantown Merchants Association website with the garage's website. Because the merchants association has a domain name that is more commonly recognized but, is not regularly maintained, the garage's website can be made more distinguished which will benefit both organizations by increasing Internet visitors to take advantage of the coupon incentive program and benefiting the garage numbers.

The corporation has started to promote the parking validation program to businesses in the new Fillmore Jazz Heritage Center and propose to expand current validation program to Sundance Kabuki Cinemas from three to four hours.

Additional businesses are opening soon such as new restaurants, Japanese Pop Culture Center and recent remodeling of the two community hotels. These new establishments will have a positive influence in the local economy by attracting additional visitors to the garage. However, in order to continue promoting Japantown's culturally rich community, the Assistant Corporate Manager will be responsible to keep it in the public forefront by utilizing media, advertising and the promotion of festival and events.

Furthermore, the corporation has made initial contacts with the owners of Yoshi's Jazz and Dinner Club, Sundance Cinemas and DOSA Restaurant encouraging the use of the garage's parking validation program. The garage has commitments from two and the interest of one, which the Assistant Corporate Manager will coordinate.

The corporation will continue the annual recurring marketing expenses associated in advertisements promoting our website and continued participation in the annual festival and events, as follows:

- Annual Cherry Blossom Festival - \$7,000.
- Nihonmachi Street Fair - \$2,000.
- Japantown Merchants Association's Events & Festival's - \$3,000.
- Community Organizations Events Booklet Advertising - \$ 18,000.

**TOTAL \$30,000**

In addition to the above, the Assistant Corporate Manager will:

1. Continue marketing the JCGC parking validation programs to new businesses.
2. Work with Internet site provider to enhance and promote the use of the website.
3. Maintain a Community Calendar and Community Bulletin Boards for the advertising and promotion of community and commercial events.

4. Organize a partnership with the San Francisco Convention and Visitor's and Japantown Merchants Association to create an overall marketing plan to increase garage utilization.
5. Work with current security service provider promoting a safe and secure atmosphere for visitors.
6. Develop marketing programs in preparation for the refurbishment of the Japan Center.
7. Develop a marketing strategy for garage patrons during the Japan Center renovation.
8. The Assistant Corporate Manager will explore additional participation in community events and festivals such as helping produce new festivals and evening movie screenings on the Peace Plaza to encourage increased transient parking during underutilized hours.
9. In the past, the corporation has requested Japantown designation on all Internet map searches. The Assistant Corporate Manager shall continue to pursue this effort.

Other plans of JCGC marketing through the Assistant Corporate Manager and garage operator are:

- a. Continue promoting our "Early Bird Special" to nearby medical institutions and dental school.
- b. A Carpool Monthly rate has been offered to customers who prefer to ride with 3 or more passengers in their vehicles. Operator has passed out informative flyers to local schools, dental school, hospitals and businesses promoting this program.
- c. Propose a Night Monthly Rate for residents in the area. Since the Garage is underutilized in the evenings, the corporation has requested the garage operator to propose an evening monthly rate. However, there are some residents that are enrolled in the current monthly program and the corporation has to determine if these resident monthlies will adversely affect revenues.

**THIS PRINT COVERS CALENDAR ITEM NO. : 11**

**MUNICIPAL TRANSPORTATION AGENCY  
City and County of San Francisco**

**DIVISION:** Administration

**BRIEF DESCRIPTION:**

Authorizing the Executive Director/CEO to execute a pilot program agreement between the San Francisco Bay Area Rapid Transit District (BART) and San Francisco Municipal Transportation Agency (SFMTA) for Fast Pass® usage for the Senior and Disabled population on BART within San Francisco.

**SUMMARY:**

- The SFMTA Board of Directors, Citizens' Advisory Committee (CAC), and the Muni Accessibility Advisory Committee (MAAC) have expressed the desire to pursue the option of extending monthly Fast Pass® usage on BART to Senior and Disabled customers with "S" Fast Pass® or Disabled Stickers. The CAC has further supported extension of this effort to include Youth Fast Pass® ticket holders.
- In collaboration with BART staff, SFMTA staff has developed a comprehensive Senior and Disabled Fast Pass® Pilot Program, considering customer impacts, pricing sensitivity, fare policy and equity considerations, ease of implementation, fraud prevention considerations, funding, and existing or possible fare media options.
- The attached resolution will authorize the Executive Director/CEO to execute an agreement between the City and BART for the pilot program under the terms set forth in this calendar item.

**ENCLOSURES:**

1. MTAB Resolution

**APPROVALS:**

**DATE**

DIRECTOR OF DIVISION  
PREPARING ITEM

\_\_\_\_\_

\_\_\_\_\_

FINANCE

\_\_\_\_\_

\_\_\_\_\_

EXECUTIVE DIRECTOR/CEO

\_\_\_\_\_

\_\_\_\_\_

SECRETARY

\_\_\_\_\_

\_\_\_\_\_

ADOPTED RESOLUTION  
BE RETURNED TO

Corey Marshall  
\_\_\_\_\_

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

**EXPLANATION:**

The SFMTA Board of Directors, the CAC, and MAAC have expressed the desire to pursue the option of extending of the monthly Muni Fast Pass® usage on BART to Senior and Disabled customers with “S” Fast Pass® or Disabled Stickers within the City and County of San Francisco. The current Fast Pass® Agreement allows adult Fast Pass® holders to have unlimited use of BART within San Francisco, in addition to the standard monthly pass privileges on Muni at no additional cost.

Previous informational presentations to this Board have outlined the fare media options and associated costs; a magnetic strip option was selected as the interim option pending the general availability of TransLink® functionality.

**Pilot Overview**

BART and SFMTA staff have jointly proposed a 12-18-month pilot program to provide a limited number of Senior and Disabled customers with unlimited access to BART trips within San Francisco. Initial participation will be limited to 2,000 for the first six months of the pilot program. Participation may be expanded to 5,000 following successful completion and mutual agreement between SFMTA and BART staff that any implementation issues have been successfully addressed.

SFMTA will conduct a pre-registration drive for prospective pilot participants via 3-1-1, U.S. mail, internet, and in-person registration. Each registrant will be assigned a number and selected for participation at random using a random number generator. Registration will be continuous and random drawings will be conducted every six months during the pilot period to vary participation during the course of the pilot program. Selected participants will be notified via U.S. mail of their selection at the address given for registration, and provided with a coupon book containing six months worth of coupons, with their name and address printed on each coupon.

All Senior and Disabled Fast Passes® will be purchased only at SFMTA retail locations. At the point-of -sale, selected participants must provide payment, coupon, and approved government identification to verify senior or disabled status. The address listed on their identification must be identical to that provided at the time of pilot program registration. No Senior and Disabled Fast Passes® will be distributed under this pilot program without both the appropriate SFMTA-issued monthly coupon and government-issued identification with a matching address.

As indicated in the Executive Director’s report in May, it is estimated to take up to 12 months to implement the Senior and Disabled Fast Pass® Pilot Program, due to availability of BART staff and resources.

**Reimbursement and Cost**

Costs for all initial capital expenses associated with the Senior and Disabled Fast Pass® Pilot Program will be borne by SFMTA; these start-up expenses have been estimated at \$199,000. Ongoing operating and maintenance expenses for the Senior and Disabled Fast Pass® Pilot Program will be borne by BART; these expenses have been estimated to be \$25,000 per year.

All trips taken on BART within San Francisco using the Senior and Disabled Fast Pass® will be reimbursed at a rate of \$0.535 per trip. This rate represents a 64.3 percent discount to the full intra-city fare, and a 48.5 percent discount to the previously negotiated Fast Pass® rate.

	<b>\$10</b>	<b>\$15</b>
Initial Capital Expenses	\$(199,000)	\$(199,000)
2,000 participants x 6 months est. 30 trips per user per month x \$0.535	\$(192,600)	\$(192,600)
5,000 participants x 12 months est. 30 trips per user per month x \$0.535	\$(963,000)	\$(963,000)
<u>Expected Revenue</u>		
2,000 x 6 months	\$120,000	\$180,000
5,000 x 12 months	\$600,000	\$900,000
Subtotal	\$720,000	\$1,080,000
<b>Total</b>	<b>(\$634,600)</b>	<b>(\$274,600)</b>

Using an average 30 trips per month per Senior and Disabled Fast Pass distributed for the duration of the pilot program, the chart above summarizes the revenues and costs associated with the pilot program. At the current rate charged for the Senior Fast Pass® or Disabled Fast Pass® (or RTC sticker), the pilot program will generate a loss of \$634,600. If the proposed rate increase is implemented by the beginning of FY09-10, the program would generate a loss of \$274,600. These costs do not reflect any additional or diminished financial impact of displacing customers to BART or of providing service to these customers on Muni.

**Senior and Disabled Fast Pass® Use**

All participants in the Senior and Disabled Fast Pass® pilot program will be required to carry both their purchased pass and a valid form of ID at all times to verify age or disability when using the Muni or BART systems. Operators, station agents, and proof of payment officers on both systems will be trained to validate and verify the Senior and Disabled Fast Pass®, and report any violations to program managers. Senior and Disabled Fast Pass® tickets will be programmed for use in fare gates operated by both SFMTA and BART.

**Benefit to the SFMTA 2008 – 2012 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.

1.1 – Improve accessibility across transit services

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

2.2 – Ensure efficient transit connectivity and span of service

**RECOMMENDATION:**

The City Attorney has reviewed this calendar item. The staff recommends that the SFMTA Board of Directors authorize the Executive Director/CEO to enter into a pilot program agreement with BART establishing the pilot program under the parameters outlined above.

MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS  
CITY AND COUNTY OF SAN FRANCISCO

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

WHEREAS, The full-fare Muni Fast Pass® allows customers unlimited rides on the San Francisco Bay Area Rapid Transit District (BART) within San Francisco; and,

WHEREAS, The discounted Senior Fast Pass® and Disabled Fast Pass® do not currently provide access to BART within San Francisco; and,

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) Board has expressed continued interest in facilitating an agreement with BART to ensure the equitable provision of a BART-accessible Senior and Disabled Fast Pass® to senior and disabled customers; and,

WHEREAS, Staff of the SFMTA and BART have collaboratively designed a pilot program to provide a Senior and Disabled Fast Pass® good for unlimited rides on BART within San Francisco, with reimbursement to BART at a rate of \$0.535 per ride; and,

WHEREAS, The pilot program as designed will include a maximum of 2,000 participants for the first six months and will thereafter be evaluated by the two agencies and, if agreed by both agencies, could be expanded up to 5,000 participants thereafter, with eligible individuals registering for the pilot program and participants selected by random lottery each six months of the pilot program; and,

WHEREAS, SFMTA has agreed to fund the necessary software infrastructure improvements to BART faregates and associated automated fare collection system components at an estimated cost of \$199,000, and BART has agreed to fund all ongoing operating expenses associated with the reporting and reconciliation of Senior and Disabled Fast Pass® ridership data at an estimated cost of \$25,000 per year; and,

WHEREAS, The Senior and Disabled Fast Pass® Pilot Program will help to satisfy a longstanding demand for affordable intra-city access to BART for an underserved community; now, therefore be it

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director to execute a Senior and Disabled Transit Fare (Senior and Disabled Fast Pass®) Pilot Program Agreement with the San Francisco Bay Area

Rapid Transit District under the terms outlined above for a period of up to 18 months, commencing with the first month that pilot program passes are distributed to customers.

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

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Secretary, Municipal Transportation Agency Board