

THIS PRINT COVERS CALENDAR ITEM NO.: 10.2

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

DIVISION: Traffic Engineering

BRIEF DESCRIPTION: Approving traffic modifications itemized below

SUMMARY:

ENCLOSURES:

1. MTAB Resolution

APPROVALS:

DATE

**DIRECTOR OF DIVISION
PREPARING ITEM**

EXECUTIVE DIRECTOR/CEO

SECRETARY

**ADOPTED RESOLUTION BE
RETURNED TO**

Kathleen Zierolf, Traffic Engineering 701-4686

ASSIGNED MTAB CALENDAR DATE: _____

ITEMS: (All items heard at June 1, 2007 public hearing).

- A. ESTABLISH - MUNI BUS ZONES - Crescent Avenue, north side, from Putnam Street to 130 feet westerly AND Crescent Avenue, south side, from Putnam Street to 100 feet westerly.

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

RESOLUTION No. _____

WHEREAS, The Traffic Engineering Division of the Department of Parking and Traffic has received a request, or identified a need for traffic modifications as follows:

- A. ESTABLISH - MUNI BUS ZONES - Crescent Avenue, north side, from Putnam Street to 130 feet westerly AND Crescent Avenue, south side, from Putnam Street to 100 feet westerly.

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 Municipal Transportation Agency Board of Directors, upon recommendation of the Director of Transportation and the Deputy Director of the Department of Parking and Traffic, does hereby approve the changes as attached.

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

THIS PRINT COVERS CALENDAR ITEM NO. 10.3

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

DIVISION Maintenance - Facilities Engineering

BRIEF DESCRIPTION:

Authorizing the Executive Director/CEO to execute the Second Amendment to the Elevator Maintenance Agreement with ThyssenKrupp Elevator Company for the full service maintenance of the twelve elevators maintained by ThyssenKrupp Elevator Company located at the Church & Castro Street Stations, Forest Hill Station, and at the William B. Scott Non-Revenue Maintenance Facility.

SUMMARY:

- Authorizing the Executive Director/CEO to execute the Second Amendment to the elevator maintenance agreement with ThyssenKrupp Elevator Company that provides labor, materials and maintenance service for six elevators at Church & Castro Street Stations, four elevators at Forest Hill Station, and two elevators at the William B. Scott Non-Revenue facility.
- The requested contract modification is for the amount of \$110,000 to increase the not to exceed total contract amount from \$248,765 to \$358,765 and to extend the contract term for an additional two years for a total contract term of five years.
- Since the requested contract modification is for an amount greater than ten percent of the original contract amount and MTA staff previously indicated that any contract extension to this agreement, including the contract amount, would be brought back to the MTA Board for approval, the elevator maintenance agreement modification is being submitted to the MTA Board.
- The City Attorney's Office and Contracts Compliance have reviewed this item.

ENCLOSURES: (List numerically and by title)

1. Resolution
2. Second Amendment
3. Expenditure Detail

APPROVALS:

DATE

**DIRECTOR OF DIVISION
PREPARING ITEM**

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY

**ADOPTED RESOLUTION
BE RETURNED TO**

Rosa Rankin 923-6210

ASSIGNED MTAB CALENDAR DATE:

EXPLANATION:

In 1978, six U.S. Elevator Company manufactured traction elevators were installed and put into service at the Church Street and Castro Street Stations. U.S. Elevator Company was subsequently acquired by Dover Elevator Company, which was later merged with ThyssenKrupp Elevator Company.

Under Resolution Number 06-155, dated December 5, 2006, the MTA Board authorized the Executive Director/CEO to execute the First Amendment to the Elevator Maintenance Agreement with ThyssenKrupp Elevator Company for the full service maintenance of the six elevators located at the Church & Castro Street Stations, four elevators at Forest Hill Station, and two elevators at the William B. Scott Non-Revenue Maintenance Facility for a total amount not to exceed \$248,765 for the first three years of the contract term. The elevator maintenance agreement also includes an option for the MTA, in its discretion, to extend the contract for two additional years. When the contract was approved, MTA staff indicated that any contract extension, including the contract amount, would be brought back to the MTA Board for approval.

Staff is recommending approval of the Second Amendment to the elevator maintenance agreement in order to provide continued maintenance and service for all of the twelve elevators serviced by ThyssenKrupp Elevator Company. The Second Amendment reflects the MTA's exercise of its option to extend the term of the elevator maintenance agreement for two additional years prior to the expiration of the agreement on July 31, 2007. If approved, the elevator maintenance agreement would terminate on July 31, 2009.

In addition, the Second Amendment reflects an increase in the total contract amount of \$110,000 to increase the not to exceed total contract amount from \$248,765 to \$358,765.

The Expenditure Detail for payment of full service maintenance at Church & Castro Street Stations, Forest Hill Station and the Non-Revenue Facility is provided in the attached document.

Operating funds for the operations/maintenance are budgeted in the Municipal Railway's annual budget.

Recommendation:

Requesting authorization by the MTA Board for the Executive Director/CEO to execute the Second Amendment to the Elevator Maintenance Agreement with ThyssenKrupp Elevator Company for the full service maintenance of the six elevators located at the Church & Castro Street, four elevators at the Forest Hill Station, and two elevators at the William B. Scott Non-Revenue Maintenance Facility, and to modify the existing contract in the amount of \$110,000 to increase the not to exceed total contract amount from \$248,765 to \$358,765.

The City Attorney's Office and Contract Compliance have reviewed this item.

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

RESOLUTION NO. _____

WHEREAS, The MTA Board approved Resolution number 06-155 dated December 5, 2006, to authorize the Executive Director/CEO to execute the First Amendment to a full service elevator maintenance agreement with ThyssenKrupp Elevator Company for maintenance and service of all twelve elevators maintained by ThyssenKrupp Elevator Company, located at Church & Castro Streets Stations, Forest Hill Station and William B. Scott Non-Revenue Maintenance Facility; and

WHEREAS, It is in the MTA's best interests to consolidate all of its elevator maintenance agreements with ThyssenKrupp Elevator Company into one agreement as the nature of the work is the same at each of the locations; and

WHEREAS, The initial contract term expires on July 31, 2007; and

WHEREAS, The existing contract contains an option for the MTA, in its discretion, to extend the contract term for an additional two years; and

WHEREAS, Staff recommends that the MTA exercise its option; and

WHEREAS, The proposed contract modification is for the amount of \$110,000 to increase the not to exceed total contract amount from \$248,765 to \$358,765; and

WHEREAS, Funds are available for this work in the Operating Budget under index code 358522; now, therefore be it

RESOLVED, That the MTA Board of Directors authorizes the Executive Director/CEO to execute the Second Amendment to the Elevator Maintenance Agreement with ThyssenKrupp Elevator Company for the full service maintenance of the twelve elevators maintained by ThyssenKrupp Elevator Company located at the Church & Castro Street Stations, Forest Hill Station, and at the William B. Scott Non-Revenue Maintenance Facility, and be it further,

RESOLVED, That the MTA Board of Directors authorizes a contract amendment in the amount of \$110,000 to increase the not to exceed total contract amount from \$248,765 to \$358,765 and to extend the contract term for an additional two years for a total contract term of five years.

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

Expenditure detail**Elevator Maintenance – ThyssenKrupp Elevator Company**

Maintenance Cost FY 07 &08	\$110,000.00
Expended 9/1/04 to 3/1/07	\$222,169.00
Projected Expenditure 4/07-8/07	\$ 26,596.00
Projected Expenditure 9/04-8/09	\$358,765.00

CITY AND COUNTY OF SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
401 S. VAN NESS AVENUE, 7TH FLOOR
SAN FRANCISCO, CALIFORNIA 94103

SECOND AMENDMENT

THIS AMENDMENT (this "Amendment") is made as of April 2007 in San Francisco, California, by and between ThyssenKrupp Elevator Company ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

(a) **Agreement.** The term "Agreement" shall mean the Agreement dated August 1, 2004 between Contractor and City.

(b) **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

(a) **Section 5.** Section 5 of the Agreement currently reads as follows:

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of Transportation, in his or her sole discretion, concludes has been performed as of the first day of the immediately preceding month. In no event shall the amount of this Agreement exceed \$40,000.00 for the first year, or \$248,765.00 for three years.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the City Administrator as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

The City agrees to render payment under this Agreement for any services provided during the current fiscal year and duly invoiced for by Contractor prior to signing of this Agreement.

Such section is hereby amended in its entirety to read as follows:

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of Transportation, in his or her sole discretion, concludes has been performed as of the first day of the immediately preceding month. In no event shall the amount of this Agreement exceed \$358,765.00 for five years.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the City Administrator as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

The City agrees to render payment under this Agreement for any services provided during the current fiscal year and duly invoiced for by Contractor prior to signing of this Agreement.

(b) **Appendix A.** Appendix A currently reads as follows:

Appendix A

Services to be Provided by Contractor

Contractor agrees to perform all necessary services to maintain the City's twelve (12) elevators located at:

Church Street Station, 2120 Market Street
Castro Street Station, 2398 Market Street
Laguna Honda (Forest Hill) Station, 354 Laguna Honda Blvd.
William B. Scott Non-Revenue Facility, 1849 Harrison Street

all in good, continual, and safe working order in accordance with the terms and requirements of this Agreement, as stated herein, including all appendices, for the following total lump sum monthly service fee, inclusive of all materials, labor, fees, taxes, and any and all other charges and expenses of every kind as may be required in the provision of these services.

Total Lump Sum Monthly Service Fee: 6,433.13.

In no event shall the amount of this Agreement exceed \$248,765.00 for three years.

1. Description of Services

Vertical Transportation Equipment (VTE) is defined for the purposes of this Agreement as any and all component parts that make up the elevator systems for the elevators covered under this service agreement.

- A. The work to be performed by the Contractor under this Agreement shall consist of providing any and all labor, materials, parts, equipment, and tools necessary to perform all preventative and routine maintenance and repairs on the VTE referenced in the Agreement.
- B. The Contractor shall perform any and all work, whether specially mentioned or not, necessary to perform the maintenance and repairs within the intent of this Agreement, at no additional cost to City.
- C. The Contractor shall provide routine inspection and required maintenance and repair, on a once a month minimum basis, or more frequently if required, in order to keep the VTE in safe and efficient operating condition. Contractor shall maintain accurate records of such inspections, indicating any deficiencies noted, repairs made, and maintenance performed.
- D. The Contractor acknowledges that time is of the essence in executing the Contractor's work under this contract. The Contractor shall maintain the highest performance requirements in the performance of this work; however the performance requirements shall be subject to any and all laws, ordinances, regulations and orders of any court or governmental authority having jurisdiction over, and relating to, the performance of City's elevators.
- E. Contractor shall designate its representative in writing to the City, and this representative shall handle all complaints of any kind arising out of the Contractor's performance of its work under this contract. The San Francisco Municipal Railway shall furnish to the Contractor, a copy of all policies, rules, and regulations which govern the conduct of the Contractor's employees while working within the San Francisco Municipal Railway's buildings and grounds.
- F. The Contractor acknowledges that it will have full access to the VTE to ascertain all conditions and limitations of the Vertical Transportation Equipment, consistent with the San Francisco Municipal Railway's security and operating requirements, and the Contractor warrants that all maintenance services will be rendered in a first class manner.

2. Exclusions:

The following work is excluded from this Agreement, and is not considered the responsibility of the Contractor.

- A. Power supply feeders, switches, and fuses.
- B. Products of combustion detectors for fire recall.
- C. Car enclosure finishes and lighting lamps, hoistway enclosure door panels, frames and sills.

- D. Damage caused by vandalism, negligence or misuse of the equipment by persons other than the Contractor, his representatives, or employees, excluding wear and tear.
1. For the purposes of the Agreement, “vandalism” is defined as the willful abuse or misuse of the VTE with the explicit intent to injure or destroy said equipment.
 2. For the purposes of this Agreement, “negligence” is defined as the failure to exercise the degree of care that a normally prudent person, who possesses no specialized training, knowledge, or experience in elevator operation, care or repair, would exercise.
 3. For the purposes of this Agreement, “misuse” is defined as use of the VTE equipment for some purpose other than that which a normally reasonable person would assume it was intended.
- E. New attachments as may be recommended or directed by insurance companies, federal, state, municipal, or other authorities having jurisdiction over some aspect of the elevator operation.

3. Conditions of Service:

Under this Agreement, the Contractor shall, but is not limited to, replace or repair, any or all of the following:

A. Traction Elevators:

1. Machine, drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings, and component parts, gears, worms, and thrusts.
2. Motor and motor generator, motor and generator windings, rotating element, commutator, brushes, brush holders and bearings.
3. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer drives, computer monitors, electronic monitoring and/or diagnostic equipment, steel selector tape or cable, and mechanical and electrical driving equipment.
4. Governor, governor sheave and shaft assembly, bearing, contacts and governor jaws.
5. Deflector, car and counterweight sheaves, bearings, car and counterweight guide rails and brackets, micro and limit switches, governor tension sheave assembly.
6. Seismic triggers and/or derailment devices, collision switches.

7. Hoistway door interlocks, hoistway door hangers, bottom door guides and gibs, and auxiliary door closing devices. Automatic power operated door operator, car door hanger, car door contact, door protective devices, load weighing equipment, car frame, car safety mechanism, platform, platform flooring, elevator car guide shoes, gibs or rollers, signal and operating fixtures, including lights, buzzers, chimes, and gongs in all signal and operating fixtures.
8. The Contractor shall periodically inspect the car safety devices, including smoke alarm fire recall and governors (including an annual full load, full speed test of safety systems including overspeed governor). The car balance shall be electronically checked, and the governor set. If required, the governor shall be calibrated and sealed for proper tripping speed. The Contractor shall perform these tests in the presence of the San Francisco Municipal Railway stationary engineer responsible for the building maintenance in which the elevator is located. The Contractor shall provide the San Francisco Municipal Railway Inspector with a written report regarding the results of the test, within 30 days of test completion.
9. The Contractor shall renew all wire rope as often as necessary to maintain an adequate factor of safety, equalize the tension on all hoisting ropes, repair or replace conductor cables, and hoistway and machine room elevator wiring.
10. Shorten and re-shackle hoist cables if stretching of ropes makes this necessary.
11. The Contractor shall check the condition and operation of safety edges on car doors and of light rays on all cars at every visit and repair the light rays within 24 hours if they are inoperable. If, in the Contractor's opinion, the light rays are not maintainable, the Contractor shall replace them at no cost to the City.

B. Hydraulic Elevators:

1. Same as the previous Section "A" for traction elevators, as is applicable, and;
2. Pumping plant, motors, pumps, valves, filters, seals, hydraulic lines, fittings, piston, cylinder, packing, tank, heaters, and mufflers.
3. Furnish all oil, lubricants, hydraulic fluids, as may be required.

4. Performance:

- A. General: The Contractor shall maintain the elevators at the original specified speed of the cars in feet per second (translated to floor-to-floor travel time).
 1. If the actual travel time of the elevator does not meet the original specified speed, the Contractor shall restore the performance to its optimum potential and submit a report of the optimized performance criteria to the City.

B. Basic Performance Requirements: The Contractor shall adjust the elevators to meet and maintain the following basic performance standards:

1. Operating Characteristics:

- a.) Starting acceleration, stopping, and leveling shall be smooth and free from jars and bumps.
- b.) Full speed riding shall be without swaying or vibration.
- c.) Elevator and door operation shall be quiet.
- d.) Stop made upon operation of emergency stop switch shall be more rapid than routine stop, but not violent.
- e.) Door pressure shall be maintained below 30 pounds in closing.

2. Individual Elevator Performance: Based upon equipment capabilities, maintain accurate leveling of $\pm 3/8$ " under loading conditions, floor to floor times, door times, as indicated in the original equipment specifications.

5. Cleaning:

The Contractor shall perform the following cleaning and maintenance of the VTE:

A. Within three months of signing this Agreement, or a yearly extension of same, thoroughly clean all elevator hoistways, pits, car tops and machine rooms. Within the same time period, the Contractor shall clean, lubricate and adjust all car and hoistway door tracks, hangers, interlocks and closures.

- 1. Quarterly: Clean all car tops, pits, and machine rooms.
- 2. Semi-annually: Clean all hoistway and door equipment.

B. Maintain the exterior of the machinery and other parts of the equipment subject to rust in properly painted state. The motor windings and controller coils are to be periodically treated with the appropriate insulating compound.

C. The Contractor shall remove all rags, empty oil cans, trash, and other debris from the VTE area and dispose of it off site or as directed by the San Francisco Municipal Railway.

6. Stock of Materials:

A. The Contractor shall keep in at least one machine room, in a OSHA approved flammable metal storage cabinet which meets NFPA Standard 30, the following

expendable parts, which the Contractor shall replenish within two weeks of consumption, and which shall become the property of the City:

1. One set of starter contacts and coils.
 2. Two resistors of each type used in the VTE.
 3. One set of hanger sheaves for car and hoistway doors.
 4. Two relays and relay bases of each type used in the VTE.
 5. Twenty-four lamps of each type used in the VTE.
 6. Car and hall buttons (with graphics), identical to those currently used in the VTE; six for standard existing buttons, one of each type for special graphic buttons.
 7. Twelve fuses of each type used in the VTE.
 8. One set of motor brushes and holders of each type used in the VTE.
 9. Any other parts required for prompt replacement, as indicated by experience and the VTE service record.
 10. Lubricants and cleaners of all types used for maintenance.
- B. The Contractor shall also keep at the VTE site, or in a warehouse within 50 miles of the site, for each type of VTE being maintained under this Agreement.
1. One door operator motor of the type used in the VTE.
 2. Hanger sheaves for car and hoistway doors.
 3. Two complete door interlocks.
 4. One set of generator bearings.
 5. One set of brake linings.
 6. Part for protective devices.
 7. Coils, relays, motor brushes and all other parts as needed to ensure prompt replacement in the event of the shutdown of any elevator.

7. Microprocessors and Reprogramming:

The Contractor shall maintain in stock, available for immediate usage, an inventory of replacement for any microprocessors and related equipment used in City's VTE's. The Contractor shall have full capabilities to reprogram or change the program of the elevator microprocessor. The

Contractor's service technicians shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions. All diagnostic equipment, microprocessor printed circuit boards, solid state circuitry parts and reprogramming capabilities shall be of the original manufacturer's parts only. The specifications herein relate to furnishing materials and services at the City's premises.

8. Wiring and Construction Prints and Specifications:

The Contractor shall keep a copy of all wiring diagrams, construction plans and specifications used to maintain the VTE equipment at the site. The Contractor shall keep these documents current by clearly indicating any changes made to the VTE on the appropriate documents as soon as the changes are made. The Contractor will have the person making the changes date and clearly print and sign their name on said documents. All such documents will become and remain the property of the City.

9. Schedules and Records:

- A. The Contractor shall provide a work schedule for each type and brand of VTE to be serviced under this Agreement.
- B. Each schedule shall conform to the manufacturer's recommendation for the particular VTE. The schedules shall indicate the type and frequency of service and lubrication as required by this Agreement, and as recommended by the Contractor given the VTE's current condition, age, and usage, to maintain each VTE in a safe and efficiently operating manner.
- C. The Contractor shall perform all inspections, lubrications, adjustments, tests, cleaning, routine repair, and other maintenance activities at least as frequently as recommended by the VTE manufacturer on the submitted schedule, unless required more frequently elsewhere in this Agreement, or as necessary to maintain the VTE's in a safe and continuously operating manner, in which case the more stringent requirement will apply, and the Contractor will update the schedules to reflect this condition.
- D. After approval of these schedules by the City, the Contractor shall keep a copy of these work schedules on display in each equipment room and perform work at the frequency stated therein. Schedules posted shall be of the chart type and shall be initialed by the Contractor's employee performing the work.
- E. The Contractor shall also maintain an accurate and complete log of all work performed in addition to routine service at each VTE location. These logs shall include emergency call back service describing the nature of all complaints and their resolution. The logs shall be specific for each elevator unit, and located in each respective machine room. The Contractor's employees shall log in and out of each building on each and every visit.
- F. All forms required for the above schedules, monthly work sheets, call back records, and performance reports and logs must be approved by the City before work under the Agreement commences. All these documents are the property of the City, and City will not remove any of these documents from the work site without the explicit prior written approval of the City.

10. Replacement of Door Gibs:

As a condition of this Agreement, the Contractor will inspect the door gibbs on all sliding doors of the VTE's on a monthly basis. The Contractor will replace any bent door gibbs at no additional cost to City.

11. Service or Repairs in Addition to the Scope of this Agreement:

Whenever the Contractor encounters a condition of the VTE which is in need of service or repair, but such service or repair the Contractor believes to be beyond the scope of the service or repairs covered under this Agreement, the Contractor must not proceed with the service or repair without getting prior approval from the designated representative of the San Francisco Municipal

Railway, Maintenance Division.

- A. The Contractor must present in writing, or verbally under emergency situations, to the San Francisco Municipal Railway Maintenance Division representative, a description of the problem, a rationale as to why the Contractor does not believe the service or repair is covered under the terms of this Agreement, and an estimate of the cost of the service or repair. Once the Contractor has obtained written, or verbal approval under emergency situations, the Contractor may proceed with the service or repair.
- B. The Contractor will proceed with such service or repair on a “time and materials” basis. The Contractor must attach to this Agreement, a statement of the labor rates that will be charged to the City for any such service or repair during the course of this Agreement. The Contractor will charge, and the City will pay, only these submitted labor rates for any such additional service or repairs. The Contractor must have the number and types of employees to be used for any such service or repairs sign in at the Control Room of the facility when they begin such service or repairs, and sign out again when they complete said service or repairs. Such sign in’s and out’s must include the Contractor’s name, the employee’s name, and the time the employee entered or left the facility. Representatives from San Francisco Municipal Railway, Maintenance Division may observe the Contractor and its employees during the progress of said service or repair for the purposes of monitoring the numbers and types of Contractor employees engaged in said work, and to verify that said work is proceeding with due speed. It is agreed that the City will not be required to compensate the Contractor for the full labor costs of such service or repairs in cases where the City has observed a less than “good faith effort” and due speed on the part of the Contractor’s employee(s) involved in such service or repairs. Such labor costs may include travel time, one way, for a maximum of one hour, and will not include any costs for “call backs” within four hours to fix the same problem.
- C. During such service or repairs, it is agreed that the City will not have to pay in excess of the standard list price for any materials, equipment, or supplies used in providing such service or repair. The City will not be required or obligated to pay what it believes to be an inflated price for any such materials, equipment, or supplies, and will only compensate the Contractor up to the standard, or average of up to three sources, costs for any such materials, equipment, or supplies.

12. Contractor’s Qualification:

- A. The Contractor shall possess a current license to perform the work called for in this Agreement, in conformance with the provisions of the State Business and Professions Code. The Contractor shall submit this license number to the Customer prior to signature of this Agreement.
- B. The Contractor shall perform all work on the VTE only by persons directly employed and supervised by the Contractor.
 - 1. All work on the VTE shall be performed only by qualified journey level personnel with a minimum of five years experience on the type or part of the

VTE being serviced. Helpers may be used only to assist the journey level personnel, and they shall not work alone for any reason.

- C. The Contractor shall maintain the ability to contact their maintenance personnel on a continual basis, so that such personnel can be contacted and reach the site of the VTE within one hour.
 - 1. The Contractor shall provide the City with a telephone number where City is able to notify Contractor of VTE failure or needed repairs, on a 24 hour, 365 days-per-year basis.
 - 2. In the event that an elevator becomes inoperable with trapped passengers, the Contractor shall have their qualified maintenance personnel to the site of the VTE failure, within two hours of notification by City.
- D. Contractor shall have a member of its supervisory personnel regularly engaged in inspection and supervision, inspect each VTE at least semi-annually to ensure that the quality of maintenance and repair complies with the requirements of this Agreement.
 - 1. All such inspections shall take place only in the presence of the San Francisco Municipal Railway's Maintenance Division representative responsible for the building in which the VTE is located. The Contractor shall coordinate all such inspections in advance with the San Francisco Municipal Railway's Maintenance Division representative at the site.

13. Alterations and Additions:

The Contractor shall make no alterations or additions to the VTE without prior written notice to, and prior written approval of, the San Francisco Municipal Railway.

14. Survey:

- A. Prior to the signature of this Agreement, the Contractor shall examine and inspect all the VTE covered under this Agreement, and submit a written, signed, survey certifying as to the condition of all such VTE as regards safe and efficient operation and potential repair.
 - 1. If the Contractor believes that any of the VTE requires any repair to place it in an acceptable condition so that the Contractor can perform the requirements of this Agreement at the agreed upon price, the Contractor shall so state. No additional charge by the Contractor will be allowed under this Agreement for any other preventative or routine maintenance and repairs after this Agreement commences.

15. Term and Conditions:

- A. Hours of Work: All normal work under this Agreement is to be performed during regular hour of regular working days of the elevator service and repair trade. If

overtime work is required, the City will pay only the difference between normal and overtime labor rates at the Contractor's regular billing rate. Removal of the elevators from service shall be coordinated with, and approved by the San Francisco Municipal Railway's Maintenance Division representative at the VTE location.

B. Changes In The Work:

1. The City, without invalidating this Agreement, may order extra work, or make changes by altering, adding, or deleting, work or VTE's from the scope of the Agreement, provided that such change in the work is properly approved and authorized, as stated herein, by the City's representative signing this Agreement, or new City representative designated in writing to the Contractor, in writing prior to any change being made, setting forth the scope of the change to be made, and the amount of money to be added or deducted from the Agreement.
2. In the event that the City withdraws or adds any elevator to or from service, or the useful life of any elevator should end. During the term of this Agreement, the Contractor shall agree to negotiate an acceptable reduction and/or increase in cost for service for the balance or duration of said Agreement.

C. Trouble Calls: Emergency, and call back service shall be furnished upon request by City at the Contractor's expense during regular working hours of regular working days or the elevator repair trade. In the event of an emergency or call back request during which time overtime hours is required, the Contractor shall furnish the costs of all travel time, expense, and time on the job. The Contractor may bill City only for premium costs of actual time on the job, in accordance with Section 15 of this Appendix to this Agreement.

D. City's Right to Inspect:

1. The City may elect to have the performance of any specific elevator evaluated and test witnessed by an independent third party for compliance with this Agreement, no more frequently than annually. Upon City's written request, the Contractor shall provide the necessary trained and knowledgeable staff, tools, equipment, instruments, test weights, etc. required to adequately perform the requested tests, without additional cost to City.
2. The City may retain the services of an independent elevator consultant to inspect any elevator's performance covered under this Agreement.
3. The results of any such inspection shall be issued to the City. If non-compliance items are noted in the report, the City will issue a written notice of these non-compliant items to the Contractor who shall bring the items into compliance within thirty days of receipt of notice. If all the items are not brought into compliance within thirty days of receipt of notice, the City may solicit competitive corrective bids to abate non-compliance items. The costs

of this corrective action will be deducted from any money owed the Contractor.

Such section is hereby amended to read as follows:

Appendix A

Services to be Provided by Contractor

Contractor agrees to perform all necessary services to maintain the City's twelve (12) elevators located at:

Church Street Station, 2120 Market Street
Castro Street Station, 2398 Market Street
Laguna Honda (Forest Hill) Station, 354 Laguna Honda Blvd.
William B. Scott Non-Revenue Facility, 1849 Harrison Street

all in good, continual, and safe working order in accordance with the terms and requirements of this Agreement, as stated herein, including all appendices, for the following total lump sum monthly service fee, inclusive of all materials, labor, fees, taxes, and any and all other charges and expenses of every kind as may be required in the provision of these services.

Total Lump Sum Monthly Service Fee: \$6,754.79 per month for the period August 1, 2007 through July 31, 2008.
 \$7,092.53 per month for the period August 1, 2008 through July 31, 2009

In no event shall the amount of this Agreement exceed \$358,765.00 for five years.

1. Description of Services

Vertical Transportation Equipment (VTE) is defined for the purposes of this Agreement as any and all component parts that make up the elevator systems for the elevators covered under this service agreement.

A. The work to be performed by the Contractor under this Agreement shall **consist of providing any and all labor, materials, parts, equipment, and tools necessary to perform all preventative and routine maintenance and repairs on the VTE referenced in the Agreement.**

B. The Contractor shall perform any and all work, whether specially mentioned or not, necessary to perform the maintenance and repairs within the intent of this Agreement, at no additional cost to City.

C. The Contractor shall provide routine inspection and required maintenance and repair, on a once a month minimum basis, or

more frequently if required, in order to keep the VTE in safe and efficient operating condition. Contractor shall maintain accurate records of such inspections, indicating any deficiencies noted, repairs made, and maintenance performed.

D. The Contractor acknowledges that time is of the essence in executing the Contractor's work under this contract. The Contractor shall maintain the highest performance requirements in the performance of this work; however the performance requirements shall be subject to any and all laws, ordinances, regulations and orders of any court or governmental authority having jurisdiction over, and relating to, the performance of City's elevators.

E. Contractor shall designate its representative in writing to the City, and this representative shall handle all complaints of any kind arising out of the Contractor's performance of its work under this contract. The San Francisco Municipal Railway shall furnish to the Contractor, a copy of all policies, rules, and regulations which govern the conduct of the Contractor's employees while working within the San Francisco Municipal Railway's buildings and grounds.

F. The Contractor acknowledges that it will have full access to the VTE to ascertain all conditions and limitations of the Vertical Transportation Equipment, consistent with the San Francisco Municipal Railway's security and operating requirements, and the Contractor warrants that all maintenance services will be rendered in a first class manner.

2. Exclusions:

The following work is excluded from this Agreement, and is not considered the responsibility of the Contractor.

- A. Power supply feeders, switches, and fuses.
- B. Products of combustion detectors for fire recall.
- C. Car enclosure finishes and lighting lamps, hoistway enclosure door panels, frames and sills.
- D. Damage caused by vandalism, negligence or misuse of the equipment by persons other than the Contractor, his representatives, or employees, excluding wear and tear.
 - 1. For the purposes of the Agreement, "vandalism" is defined as the willful abuse or misuse of the VTE with the explicit intent to injure or destroy said equipment.
 - 2. For the purposes of this Agreement, "negligence" is defined as the failure to exercise the degree of care that a

normally prudent person, who possesses no specialized training, knowledge, or experience in elevator operation, care or repair, would exercise.

3. For the purposes of this Agreement, “misuse” is defined as use of the VTE equipment for some purpose other than that which a normally reasonable person would assume it was intended.

E. New attachments as may be recommended or directed by insurance companies, federal, state, municipal, or other authorities having jurisdiction over some aspect of the elevator operation.

3. Conditions of Service:

Under this Agreement, the Contractor shall, but is not limited to, replace or repair, any or all of the following:

A. Traction Elevators:

1. Machine, drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings, and component parts, gears, worms, and thrusts.
2. Motor and motor generator, motor and generator windings, rotating element, commutator, brushes, brush holders and bearings.
3. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer drives, computer monitors, electronic monitoring and/or diagnostic equipment, steel selector tape or cable, and mechanical and electrical driving equipment.
4. Governor, governor sheave and shaft assembly, bearing, contacts and governor jaws.
5. Deflector, car and counterweight sheaves, bearings, car and counterweight guide rails and brackets, micro and limit switches, governor tension sheave assembly.
6. Seismic triggers and/or derailment devices, collision switches.
7. Hoistway door interlocks, hoistway door hangers, bottom door guides and gibs, and auxiliary door closing devices. Automatic power operated door operator, car door hanger, car door contact, door protective devices, load weighing equipment, car frame, car safety mechanism, platform, platform flooring, elevator car guide shoes, gibs or rollers, signal and operating fixtures, including lights, buzzers, chimes, and gongs in all signal and operating fixtures.

8. The Contractor shall periodically inspect the car safety devices, including smoke alarm fire recall and governors (including an annual full load, full speed test of safety systems including overspeed governor). The car balance shall be electronically checked, and the governor set. If required, the governor shall be calibrated and sealed for proper tripping speed. The Contractor shall perform these tests in the presence of the San Francisco Municipal Railway stationary engineer responsible for the building maintenance in which the elevator is located. The Contractor shall provide the San Francisco Municipal Railway Inspector with a written report regarding the results of the test, within 30 days of test completion.
9. The Contractor shall renew all wire rope as often as necessary to maintain an adequate factor of safety, equalize the tension on all hoisting ropes, repair or replace conductor cables, and hoistway and machine room elevator wiring.
10. Shorten and re-shackle hoist cables if stretching of ropes makes this necessary.
11. The Contractor shall check the condition and operation of safety edges on car doors and of light rays on all cars at every visit and repair the light rays within 24 hours if they are inoperable. If, in the Contractor's opinion, the light rays are not maintainable, the Contractor shall replace them at no cost to the City.

B. Hydraulic Elevators:

1. Same as the previous Section "A" for traction elevators, as is applicable, and;
2. Pumping plant, motors, pumps, valves, filters, seals, hydraulic lines, fittings, piston, cylinder, packing, tank, heaters, and mufflers.
3. Furnish all oil, lubricants, hydraulic fluids, as may be required.

4. Performance:

A. General: The Contractor shall maintain the elevators at the original specified speed of the cars in feet per second (translated to floor-to-floor travel time).

1. If the actual travel time of the elevator does not meet the original specified speed, the Contractor shall restore the performance to its optimum potential and submit a report of the optimized performance criteria to the City.

B. Basic Performance Requirements: The Contractor shall adjust the elevators to meet and maintain the following basic performance standards:

1. Operating Characteristics:
 - a.) Starting acceleration, stopping, and leveling shall be smooth and free from jars and bumps.

- b.) Full speed riding shall be without swaying or vibration.
- c.) Elevator and door operation shall be quiet.
- d.) Stop made upon operation of emergency stop switch shall be more rapid than routine stop, but not violent.
- e.) Door pressure shall be maintained below 30 pounds in closing.

2. Individual Elevator Performance: Based upon equipment capabilities, maintain accurate leveling of $\pm 3/8$ " under loading conditions, floor to floor times, door times, as indicated in the original equipment specifications.

5. Cleaning:

The Contractor shall perform the following cleaning and maintenance of the VTE:

- A. Within three months of signing this Agreement, or a yearly extension of same, thoroughly clean all elevator hoistways, pits, car tops and machine rooms. Within the same time period, the Contractor shall clean, lubricate and adjust all car and hoistway door tracks, hangers, interlocks and closures.
 - 1. Quarterly: Clean all car tops, pits, and machine rooms.
 - 2. Semi-annually: Clean all hoistway and door equipment.
- B. Maintain the exterior of the machinery and other parts of the equipment subject to rust in properly painted state. The motor windings and controller coils are to be periodically treated with the appropriate insulating compound.
- C. The Contractor shall remove all rags, empty oil cans, trash, and other debris from the VTE area and dispose of it off site or as directed by the San Francisco Municipal Railway.

6. Stock of Materials:

- A. The Contractor shall keep in at least one machine room, in a OSHA approved flammable metal storage cabinet which meets NFPA Standard 30, the following expendable parts, which the Contractor shall replenish within two weeks of consumption, and which shall become the property of the City:
 - 1. One set of starter contacts and coils.
 - 2. Two resistors of each type used in the VTE.
 - 3. One set of hanger sheaves for car and hoistway doors.
 - 4. Two relays and relay bases of each type used in the VTE.
 - 5. Twenty-four lamps of each type used in the VTE.
 - 6. Car and hall buttons (with graphics), identical to those currently used in the VTE; six for standard existing buttons, one of each type for special graphic

buttons.

7. Twelve fuses of each type used in the VTE.
8. One set of motor brushes and holders of each type used in the VTE.
9. Any other parts required for prompt replacement, as indicated by experience and the VTE service record.
10. Lubricants and cleaners of all types used for maintenance.

B. The Contractor shall also keep at the VTE site, or in a warehouse within 50 miles of the site, for each type of VTE being maintained under this Agreement.

1. One door operator motor of the type used in the VTE.
2. Hanger sheaves for car and hoistway doors.
3. Two complete door interlocks.
4. One set of generator bearings.
5. One set of brake linings.
6. Part for protective devices.
7. Coils, relays, motor brushes and all other parts as needed to ensure prompt replacement in the event of the shutdown of any elevator.

7. Microprocessors and Reprogramming:

The Contractor shall maintain in stock, available for immediate usage, an inventory of replacement for any microprocessors and related equipment used in City's VTE's. The Contractor shall have full capabilities to reprogram or change the program of the elevator microprocessor. The Contractor's service technicians shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions. All diagnostic equipment, microprocessor printed circuit boards, solid state circuitry parts and reprogramming capabilities shall be of the original manufacturer's parts only. The specifications herein relate to furnishing materials and services at the City's premises.

8. Wiring and Construction Prints and Specifications:

The Contractor shall keep a copy of all wiring diagrams, construction plans and specifications used to maintain the VTE equipment at the site. The Contractor shall keep these documents current by clearly indicating any changes made to the VTE on the appropriate documents as soon as the changes are made. The Contractor will have the person making the changes date and clearly print and sign their name on said documents. All such documents will become and remain the property of the City.

9. Schedules and Records:

- A. The Contractor shall provide a work schedule for each type and brand of VTE to be serviced under this Agreement.
- B. Each schedule shall conform to the manufacturer's recommendation for the particular VTE. The schedules shall indicate the type and frequency of service and lubrication required by this Agreement, and as recommended by the Contractor given the VTE's current condition, age, and usage, to maintain each VTE in a safe and efficiently operating manner.
- C. The Contractor shall perform all inspections, lubrications, adjustments, tests, cleaning, routine repair, and other maintenance activities at least as frequently as recommended by the VTE manufacturer on the submitted schedule, unless required more frequently elsewhere in this Agreement, or as necessary to maintain the VTE's in a safe and continuously operating manner, in which case the more stringent requirement will apply, and the Contractor will update the schedules to reflect this condition.
- D. After approval of these schedules by the City, the Contractor shall keep a copy of these work schedules on display in each equipment room and perform work at the frequency stated therein. Schedules posted shall be of the chart type and shall be initialed by the Contractor's employee performing the work.
- E. The Contractor shall also maintain an accurate and complete log of all work performed in addition to routine service at each VTE location. These logs shall include emergency call back service describing the nature of all complaints and their resolution. The logs shall be specific for each elevator unit, and located in each respective machine room. The Contractor's employees shall log in and out of each building on each and every visit.
- F. All forms required for the above schedules, monthly work sheets, call back records, and performance reports and logs must be approved by the City before work under the Agreement commences. All these documents are the property of the City, and City will not remove any of these documents from the work site without the explicit prior written approval of the City.

10. Replacement of Door Gibs:

As a condition of this Agreement, the Contractor will inspect the door gibbs on all sliding doors of the VTE's on a monthly basis. The Contractor will replace any bent door gibbs at no additional cost to City.

11. Service or Repairs in Addition to the Scope of this Agreement:

Whenever the Contractor encounters a condition of the VTE which is in need of service or repair, but such service or repair the Contractor believes to be beyond the scope of the service or repairs covered under this Agreement, the Contractor must not proceed with the service or repair without getting prior approval from the designated representative of the San Francisco Municipal Railway, Maintenance Division.

A. The Contractor must present in writing, or verbally under emergency situations, to the San Francisco Municipal Railway Maintenance Division representative, a description of the problem, a rationale as to why the Contractor does not believe the service or repair is covered under the terms of this Agreement, and an estimate of the cost of the service or repair. Once the Contractor has obtained written, or verbal approval under emergency situations, the Contractor may proceed with the service or repair.

B. The Contractor will proceed with such service or repair on a “time and materials” basis. The Contractor must attach to this Agreement, a statement of the labor rates that will be charged to the City for any such service or repair during the course of this Agreement. The Contractor will charge, and the City will pay, only these submitted labor rates for any such additional service or repairs. The Contractor must have the number and types of employees to be used for any such service or repairs sign in at the Control Room of the facility when they begin such service or repairs, and sign out again when they complete said service or repairs. Such sign in’s and out’s must include the Contractor’s name, the employee’s name, and the time the employee entered or left the facility. Representatives from San Francisco Municipal Railway, Maintenance Division may observe the Contractor and its employees during the progress of said service or repair for the purposes of monitoring the numbers and types of Contractor employees engaged in said work, and to verify that said work is proceeding with due speed. It is agreed that the City will not be required to compensate the Contractor for the full labor costs of such service or repairs in cases where the City has observed a less than “good faith effort” and due speed on the part of the Contractor’s employee(s) involved in such service or repairs. Such labor costs may include travel time, one way, for a maximum of one hour, and will not include any costs for “call backs” within four hours to fix the same problem.

C. During such service or repairs, it is agreed that the City will not have to pay in excess of the standard list price for any materials, equipment, or supplies used in providing such service or repair. The City will not be required or obligated to pay what it believes to be an inflated price for any such materials, equipment, or supplies, and will only compensate the Contractor up to the standard, or average of up to three sources, costs for any such materials, equipment, or supplies.

12. Contractor’s Qualification:

A. The Contractor shall possess a current license to perform the work called for in this Agreement, in conformance with the provisions of the State Business and Professions Code. The Contractor shall submit this license number to the Customer prior to signature of this Agreement.

B. The Contractor shall perform all work on the VTE only by persons directly employed and supervised by the Contractor.

1. All work on the VTE shall be performed only by qualified journey level personnel with a minimum of five years experience on the type or part of

the VTE being serviced. Helpers may be used only to assist the journey level personnel, and they shall not work alone for any reason.

- C. The Contractor shall maintain the ability to contact their maintenance personnel on a continual basis, so that such personnel can be contacted and reach the site of the VTE within one hour.
 - 1. The Contractor shall provide the City with a telephone number where City is able to notify Contractor of VTE failure or needed repairs, on a 24 hour, 365 days-per-year basis.
 - 2. In the event that an elevator becomes inoperable with trapped passengers, the Contractor shall have their qualified maintenance personnel to the site of the VTE failure, within two hours of notification by City.
- D. Contractor shall have a member of its supervisory personnel regularly engaged in inspection and supervision, inspect each VTE at least semi-annually to ensure that the quality of maintenance and repair complies with the requirements of this Agreement.
 - 1. All such inspections shall take place only in the presence of the San Francisco Municipal Railway's Maintenance Division representative responsible for the building in which the VTE is located. The Contractor shall coordinate all such inspections in advance with the San Francisco Municipal Railway's Maintenance Division representative at the site.

13. Alterations and Additions:

The Contractor shall make no alterations or additions to the VTE without prior written notice to, and prior written approval of, the San Francisco Municipal Railway.

14. Survey:

A. Prior to the signature of this Agreement, the Contractor shall examine and inspect all the VTE covered under this Agreement, and submit a written, signed, survey certifying as to the condition of all such VTE as regards safe and efficient operation and potential repair.

1.If the Contractor believes that any of the VTE requires any repair to place it in an acceptable condition so that the Contractor can perform the requirements of this Agreement at the agreed upon price, the Contractor shall so state. No additional charge by the Contractor will be allowed under this Agreement for any other preventative or routine maintenance and repairs after this Agreement commences.

15. Term and Conditions:

A. Hours of Work: All normal work under this Agreement is to be performed during regular hour of regular working days of the elevator service and repair trade. If overtime work is required, the City will pay only the difference between normal

and overtime labor rates at the Contractor's regular billing rate. Removal of the elevators from service shall be coordinated with, and approved by the San Francisco Municipal Railway's Maintenance Division representative at the VTE location.

B. Changes In The Work:

1. The City, without invalidating this Agreement, may order extra work, or make changes by altering, adding, or deleting, work or VTE's from the scope of the Agreement, provided that such change in the work is properly approved and authorized, as stated herein, by the City's representative signing this Agreement, or new City representative designated in writing to the Contractor, in writing prior to any change being made, setting forth the scope of the change to be made, and the amount of money to be added or deducted from the Agreement.
2. In the event that the City withdraws or adds any elevator to or from service, or the useful life of any elevator should end. During the term of this Agreement, the Contractor shall agree to negotiate an acceptable reduction and/or increase in cost for service for the balance or duration of said Agreement.

C. Trouble Calls: Emergency, and call back service shall be furnished upon request by City at the Contractor's expense during regular working hours of regular working days or the elevator repair trade. In the event of an emergency or call back request during which time overtime hours is required, the Contractor shall furnish the costs of all travel time, expense, and time on the job. The Contractor may bill City only for premium costs of actual time on the job, in accordance with Section 15 of this Appendix to this Agreement.

D. City's Right to Inspect:

1. The City may elect to have the performance of any specific elevator evaluated and test witnessed by an independent third party for compliance with this Agreement, no more frequently than annually. Upon City's written request, the Contractor shall provide the necessary trained and knowledgeable staff, tools, equipment, instruments, test weights, etc. required to adequately perform the requested tests, without additional cost to City.
2. The City may retain the services of an independent elevator consultant to inspect any elevator's performance covered under this Agreement.
3. The results of any such inspection shall be issued to the City. If non-compliance items are noted in the report, the City will issue a written notice of these non-compliant items to the Contractor who shall bring the items into compliance within thirty days of receipt of notice. If all the items are not brought into compliance within thirty days of receipt of notice, the City may solicit competitive corrective bids to abate non-compliance items. The costs of this corrective action will be deducted from any money owed the Contractor.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

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

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

City and County of San Francisco: By and
through its Municipal Transportation Agency

Nathaniel P. Ford, Sr.
Executive Director/CEO

Approved as to Form:

DENNIS J. HERRERA
City Attorney

By

John I. Kennedy
Deputy City Attorney

ATTEST:
Authorized by Municipal Transportation Agency
Resolution No. 0-

Adopted

Roberta Boomer
Secretary, Municipal Transportation Agency

CONTRACTOR

Signature

Name

Title

Company Name

Address

City

THIS PRINT COVERS CALENDAR ITEM NO: 10.4

MUNICIPAL TRANSPORTATION AGENCY
City and County of San Francisco

DIVISION: Parking Authority

BRIEF DESCRIPTION:

Approving the City of San Francisco Downtown Parking Corporation's request for an extension for the Operating Agreement for the management of the Fifth and Mission Garage.

SUMMARY:

- On April 1, 1992, the City and County of San Francisco executed a lease for the Fifth and Mission Garage ("Garage") to the City of San Francisco Downtown Parking Corporation ("Corporation").
- Pursuant to the lease, the Corporation is required to obtain Municipal Transportation Agency Board of Directors' authorization to solicit bid/proposals, and approval of the solicitation and contract award process.
- On June 1, 2001, the Corporation commenced an Operating Agreement with Ampco System Parking ("Operator") for the daily operation and management of the Garage. The contract term is for five years that expired May 31, 2006.
- Pursuant to the Agreement, the Corporation extended the contract on a month-to-month basis.
- Any extension beyond twelve-months or May 31, 2007 must be approved by the Municipal Transportation Agency Board of Directors.
- In the past year, staff has been working with the City Attorney's Office and the non-profit corporations to create a boilerplate Bid/RFP and operating agreement for the non-profit garages. Staff anticipates that the boilerplate documents will be completed within the next couple of months.
- Staff proposes extending the current contract on a month-to-month until the Corporation completes the bid documents, conducts the bid process, and executes a new contract. Staff estimates that the extension should not exceed twelve months.
- The City Attorney's Office has reviewed this calendar item.

ENCLOSURES:

1. MTAB Resolution

APPROVALS:

DATE

DEPUTY OF DIVISION

PREPARING ITEM

Ronald Szeto

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION

SHOULD BE RETURNED TO: Ronald Szeto 701-4746

ASSIGNED MTAB CALENDAR DATE: _____

PAGE 2

EXPLANATION:

Background:

On April 1, 1992, the City and County of San Francisco executed a lease for the Fifth and Mission Garage ("Garage") to the City of San Francisco Downtown Parking Corporation ("Corporation"). The Corporation issued debt to finance the Garage and the Corporation is responsible for servicing that debt. Pursuant to the lease, the Corporation is required to obtain Municipal Transportation Agency Board of Directors' authorization to solicit bid/proposals and approvals for the solicitation process used and award of the contract.

On June 1, 2001, the Corporation commenced an Operating Agreement with Ampco System Parking ("Operator") for the daily operation and management of the Garage for a term of five years that expired May 31, 2006. Pursuant to the Agreement, the Corporation extended the contract on a month-to-month basis. Any extension beyond twelve-months or May 31, 2007 must be approved by the Municipal Transportation Agency Board of Directors. During the extension period, all terms and conditions remain the same, thus the Operator receives \$4,600 per month for managing the Garage. No incentive fees or other compensation is paid to the management company. All operating expenses are paid by the Operator and reimbursed by the Corporation.

In the past year, staff has been working with the City Attorney's Office and the non-profit corporations to create a boilerplate Bid/RFP and operating agreement for the non-profit garages.

Staff anticipates that the boilerplate documents will be completed within the next couple of months. Thereafter, the non-profit corporations will tailor the boilerplate documents to address the specific needs of each individual garage.

Proposal:

Staff proposes extending the current contract on a month-to-month until the Corporation completes the bid documents, conducts the bid process, and executes a new contract. Staff estimates that the extension should not exceed twelve months.

The City Attorney's Office has reviewed this item.

Recommendation:

Staff recommends that the Municipal Transportation Agency Board of Directors adopts the attached resolution, authorizing the City of San Francisco Downtown Parking Corporation to extend the operating agreement with Ampco System Parking on a month-to-month basis not to exceed twelve months, ending May 31, 2008.

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

RESOLUTION No. _____

WHEREAS, The City of San Francisco Downtown Parking Corporation (“Corporation”) oversees the operation of the Fifth & Mission Street Parking Garage (“Garage”) on behalf of the City and County of San Francisco under a lease agreement with the City; and,

WHEREAS, Pursuant to the lease, the Corporation is required to obtain Municipal Transportation Agency Board of Directors’ authorization to solicit bid/proposals and approvals for the solicitation process used and award of the contract; and,

WHEREAS, On June 1, 2001, the Corporation commenced an Operating Agreement with Ampco System Parking (“Operator”) for the daily operation and management of the Garage for a term of five years that expired May 31, 2006. Pursuant to the Agreement, the Corporation extended the contract on a month-to-month basis with all terms and conditions remaining the same. Any extension beyond twelve-months or May 31, 2007 must be approved by the Municipal Transportation Agency Board of Directors; and,

WHEREAS, In the past year, staff has been working with the City Attorney’s Office and the non-profit corporations to create a boilerplate Bid/RFP and operating agreement for the non-profit garages. Staff anticipates that the boilerplate documents will be completed within the next couple of months; and,

WHEREAS, Staff proposes extending the current contract on a month-to-month, for a period not to exceed May 31, 2008, until the Corporation completes the bid documents, conducts the bid process, and executes a new contract; now, therefore, be it

RESOLVED, That the Municipal Transportation Agency Board of Directors authorizes the City of San Francisco Downtown Parking Corporation to extend the operating agreement for the Fifth and Mission Garage with Ampco System Parking on a month-to-month basis, terminating on or before May 31, 2008.

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

THIS PRINT COVERS CALENDAR ITEM NO.: 11

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

DIVISION: Transportation Planning & Development *and* Operations

BRIEF DESCRIPTION:

Authorizing service adjustments on light rail lines J-Church, K-Ingleside, N-Judah and T-Third Street and motor coach line 10-Townsend, and restoring midday and morning peak service between North Beach and the Financial District by initiating trolley coach line 20-Columbus.

SUMMARY:

- On Saturday, April 7, 2007, the MTA initiated service on the T-Third Street light rail line, and implemented service changes on the J-Church and N-Judah light rail lines and the 9X, 9AX, 9BX, 10, 15 and 54 bus lines.
- In order to improve reliability and respond to public concerns raised since these changes were implemented, the following service changes are being proposed:
 - Restore N-Judah service between Ocean Beach and Caltrain/4th and King Station during all times of service;
 - Restore J-Church service between Balboa Park Station and Embarcadero Station during all times of service;
 - Consolidate operation of the T-Third Street and K-Ingleside light rail lines along a continuous route between Balboa Park Station and Sunnydale Station;
 - Restore midday and morning peak service between North Beach and the Financial District by initiating 20-Columbus trolley coach service between Van Ness Avenue and North Point Street, and Howard and Main streets; and
 - Restore Saturday and Sunday service on the 10-Townsend motor coach line.

ENCLOSURES:

1. MTAB Resolution
2. Maps of Muni Metro and 20-Columbus services.

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY

ADOPTED RESOLUTION BE

RETURNED TO

Peter Straus, 1 So. Van Ness Ave., 7th floor

ASSIGNED MTAB CALENDAR DATE: _____

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EXPLANATION:

On April 7, 2007, the MTA initiated light-rail service on the T-Third Street line, implemented service changes to motor coach lines 9X-9AX-9BX Bayshore Express, 10-Townsend and 54-Felton, and discontinued service on the 15-Third Street bus line.

While initial ridership and performance for these revised bus service changes have generally been within expected levels, performance levels and service reliability for light rail service has been unacceptable. Numerous passenger letters, phone calls and e-mails to the MTA and the 311 Call Center have requested the restoration of several aspects of prior Muni service. These requests have been thoroughly reviewed by MTA staff.

The following issues raised by our riders have been addressed by the proposals described herein:

- Improved Metro system reliability and reduction of delays. (These issues are addressed below.)
- Restoration of two-car N-Judah service to the Caltrain Station at all times, in place of peak-period-only service with single-car J-Church trains.
- Restoration of direct N-Judah service before and after Giants baseball games at AT&T Park.
- Restoration of direct bus service with adequate capacity between North Beach and the Financial District during the mid-day and morning peak period.
- Restoration of weekend service on the 10-Townsend to supplement the now-heavily used F-line streetcars.
- Each year in June, a divisional sign-up is held at which time operators choose new work assignments for each operating division. This affords management an opportunity to make changes to service routes and schedules. The MTA has utilized the divisional sign-up to develop a set of service adjustments to both improve transit reliability and reduce delays on the Muni Metro system, as well as incorporate passenger requests for rail and bus service adjustments. As a result, the service changes proposed below are scheduled to become effective on Saturday, June 30, 2007.

Combined operation of K-Ingleside and T-Third light rail lines.

The K-Ingleside and T-Third light rail lines will be combined so that LRVs will operate along a continuous route between Balboa Park and Sunnysdale Stations. With this change, trains will operate as follows: "K-Ingleside" trains will leave their Balboa Park terminal normally, and continue to West Portal Station. At that station, the train's signs will be

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changed to “T-Third Street.” The LRVs will operate into the Market Street subway, continuing past Embarcadero Station, and onto the established T-Third Street route to Sunnydale Station. On return trips, T-Third Street trains will leave Sunnydale Station but before entering the Market Street subway, the signs will be changed to read “K-Ingleside.” The LRVs will then enter the subway, continue to West Portal Station and to the K-Ingleside line’s Balboa Park terminal.

For K-Ingleside passengers, service will continue to operate to the Embarcadero Station, but trains will then continue on to the Sunnydale Station. Similarly, for T-Third Street passengers, service will continue to operate from the Sunnydale Station to the Castro Street Station but, instead of turning around, will continue to the Balboa Park terminal.

During peak periods, the Castro Shuttle service will be restored to previous levels.

By eliminating the switchback of T-Third Street trains at Castro Street Station and K-Ingleside trains at Embarcadero Station, overall operational improvements will be achieved, resulting in improved reliability and a reduction of passenger delays. The operational improvements include:

- Fewer LRV trains switching back at Embarcadero Station, resulting in reduced congestion at this location.
- Reduced backup of K, L and M trains at Castro Street Station. (During peak periods there will still be some delays due to Castro Shuttle trains reversing direction.)
- Less manual routing and train controller intervention by Central Control that should result in reduced employee stress and instances of misrouting.
- Improved opportunities for line management because of additional switchback opportunities.
- Conventional operation of the T-Third Street service between two terminals, reducing the potential for operator-related delays at Embarcadero Station.
- Reduction of car miles and car hours without impacting service needs.
- Enhanced travel opportunities for passengers by providing direct service.
- Direct service from West Portal and the Ingleside to AT&T Park and Caltrain.

Because of the elimination of the overlap between the K-Ingleside and T-Third Street lines during off-peak hours and other minor schedule adjustments, this service adjustment will not have any significant impact on operating costs.

Restoration of N-Judah service to Caltrain/4th and King Station

When T-Third Street service was originally planned, concern over LRV availability and light off-peak ridership patterns on the Muni Metro Embarcadero Extension led to a decision to substitute single-car, peak-only J-Church service for the prior two-car

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N-Judah service at all hours of Metro operation. Experience since April has convinced management that this change should now be reversed for the following reasons:

- Availability of two-car N-line trains at the Caltrain station significantly improves convenience for passengers to transfer from Caltrain to Muni, particularly given the separate platforms used by T-Third Street and N-Judah (or J-Church) trains.
- The elimination of direct Caltrain/4th and King Station service via the N-Judah has been a major focus of passenger complaints from not only Caltrain commuters but also AT&T Park patrons and Sunset residents employed south-of-Market.
- N-Judah service to AT&T Park significantly enhances management's ability to successfully serve ballpark and special event crowds.
- Improved LRV availability and the MTA's confidence in maintaining LRV availability has eliminated this as a service planning constraint.
- Pending growth south-of-Market meant that April's removal of N-Judah service had always been intended as a short-term, temporary service change.
- Continuation of N-Judah service beyond the Embarcadero Station results in additional switchback locations and two dedicated terminals to maximize line management opportunities.
- Turning around one-car J-Church trains at the Embarcadero Station is faster, simpler and more reliable than turning around two-car N-Judah trains.

20-Columbus trolley coach service

The 20-Columbus trolley coach service will provide added capacity to restore midday and morning peak service between North Beach and the Financial District. The trolley coach line will run from Van Ness Avenue and North Point Street via North Point Street to Columbus Avenue and then along Columbus Avenue to Montgomery and Washington Streets, continuing along the route of the 41-Union trolley bus to Howard and Main Streets. Outbound, the trolley coach line will run along a similar route using existing overhead wires back to Van Ness Avenue and North Point. (A map is enclosed.)

Service will be provided from 7 a.m. to 4 p.m. inbound and from 9 a.m. to 4 p.m. outbound. These hours will avoid adding to peak coach operational requirements while also reducing the need to schedule additional operators. Service will operate every 10 minutes between 7 and 9 a.m. and every 15 minutes from 9 a.m. to 4 p.m.

During the morning rush hours, the 41-Union serves Columbus Avenue from Union Street to the Financial District but coaches are frequently at capacity when they arrive in North Beach. The 20-Columbus trolley coach line will augment the 41-Union's capacity. In addition, during mid-day, there currently is no service along lower Columbus Avenue.

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Afternoon peak service is not being provided at this time to conserve resources and because the existing 9X provides service from Market Street to North Beach and Fisherman's Wharf along the route previously served by the 15-Third Street bus line. Furthermore, additional capacity is provided on the outbound 41-Union in the afternoon peak hours.

Service provided by the 20-Columbus will be evaluated later this year as part of the Transit Effectiveness Project (TEP) that is evaluating all Municipal Railway transit services. The TEP will make recommendations concerning retaining or expanding 20-Columbus service.

The fully-allocated cost to provide 20-Columbus service is estimated at approximately \$920,000 annually.

Weekend service on 10-Townsend motor coach line

The 10-Townsend provides service from Fisherman's Wharf, along North Point Street, to and from the Financial District via the Sansome/Battery corridor, and South-of-Market to Caltrain and the foot of Potrero Hill. Weekend service was provided until September 2005, when it was discontinued as part of the service reductions implemented at that time. Passengers have requested restoration of weekend service to replace the weekend service eliminated when the 15-Third Street bus line was discontinued, and to supplement the F-Market & Wharves line whose ridership has become extremely heavy since Fall 2005.

On a fully-allocated cost basis, this service is expected to cost approximately \$1,350,000 annually.

This MTA Board resolution authorizes immediate implementation of the service adjustments described above, and authorizes the Executive Director/CEO to make further adjustments for the next year as warranted. The Board's hearing is in compliance with Charter section 16.112 concerning Public Hearing requirements and proper legal notice has been given in an official newspaper of record.

The City Attorney's Office has reviewed this calendar item. The service proposals have also been discussed with the MTA Citizens' Advisory Council and Transport Workers Union Local 250-A. At the time this is written, outreach materials are being prepared and will be available to the MTA Board of Directors and the public at the Board's meeting.

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

RESOLUTION No. _____

WHEREAS, On April 7, 2007, the San Francisco Municipal Transportation Agency (MTA) initiated regular daily service on the T-Third Street light-rail line; and

WHEREAS, Simultaneous service changes were implemented on the J-Church and N-Judah light rail lines, and motor coach lines 9X, 9AX and 9BX Bayshore Express, 10-Townsend, 15-Third Street and 54-Felton; and

WHEREAS, Numerous passenger letters, phone calls and e-mails have been received by the MTA and the 311 Call Center requesting the restoration of several aspects of prior Municipal Railway service; and

WHEREAS, MTA staff have reviewed these complaints and developed recommendations for service adjustments to improve reliability and overall service quality for Municipal Railway passengers; and

WHEREAS, The service changes recommended below are consistent with the consolidated Final Environmental Impact Statement (FEIS) and Final Environmental Impact Report (FEIR) certified and published in 1998 with respect to the Third Street Initial Operating Segment and related services; now, therefore, be it

RESOLVED, That the MTA Board of Directors authorizes MTA staff to implement service adjustments and initiate new service as follows:

J-Church: Restore service between Balboa Park Station and an inbound terminal at Embarcadero Station during all regular hours of service;

N-Judah: Restore service between Ocean Beach and the Caltrain/4th and King Station during all regular hours of service;

K-Ingleside and T-Third Street: Consolidate operation of both light rail lines along a continuous route between Balboa Park Station and Sunnydale Station;

S-Castro Shuttle: Restore service as warranted during peak periods between Castro Street and Embarcadero Stations.

10-Townsend: Restore Saturday and Sunday service; and

20-Columbus: Weekday service from Van Ness Avenue and North Point Street, via North Point Street, right on Columbus Avenue, right on Montgomery Street, left on Clay Street, right on Davis Street, continuing on Beale Street, left on Howard Street, left on

Main Street to terminal at Howard and Main streets; return via Main Street, continuing on Drumm Street, left on Sacramento Street, right on Sansome Street, left on Washington Street, right on Columbus Avenue, right on Stockton Street, left on Union Street, right on Columbus Avenue, left on North Point Street, right on Van Ness Avenue, U-turn and left on North Point Street to terminal at North Point Street and Van Ness Avenue between the hours of 7 a.m. to 4 p.m. inbound, and 9 a.m. to 4 p.m. outbound;

and, be it further

RESOLVED, That the MTA Board of Directors authorizes the Executive Director/CEO to make further service adjustments as warranted for the next year following commencement of service.

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