

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 MTA Board of Directors has authority in adopting parking and traffic regulations changes

Benefit to the SFMTA 2008 – 2012 Strategic Plan:

- Goal 1 – Customer Focus
 - 1.1 – Improve safety and security across all modes of transportation
- Goal 2 – Customer Focus
 - 2.4 – Reduce congestion through major corridors
 - 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

ASSIGNED MTAB CALENDAR DATE: _____

ITEMS: (All items were heard at the 2/15/08 public hearing.)

- A. ESTABLISH - STOP SIGNS - Liberty and Sanchez Streets, stopping Sanchez Street, making this uncontrolled intersection a two-way STOP; Bella Vista Way at Los Palmos Drive, stopping the stem of this currently uncontrolled T-intersection; 7th Avenue and Anza Street, stopping Anza Street, making this intersection an All-Way STOP (**requested by**

SFPD); South Park Avenue, eastbound at 2nd Street; South Park Avenue, westbound, at 3rd Street; 26th and York Streets, stopping 26th Street , making this intersection an All-Way STOP; Upper Terrace at Buena Vista Avenue East/West, stopping Upper Terrace; Naglee Avenue at Huron Avenue, stopping Naglee Avenue, making this intersection an All-Way STOP; Minna Street at 15th Street, stopping Minna Street; Natoma Street at 15th Street, stopping Natoma Street; Adair Street at South Van Ness Avenue, stopping Adair Street; Stone Street at Washington Street, stopping Stone Street; Montgomery and Union Streets, stopping Montgomery and Union Streets, making this uncontrolled intersection an All-Way STOP. **Requested by: Residents/MTA**

- B. ESTABLISH - RIGHT TURN ONLY - 1st Street, northbound, at Harrison Street (from 1 Rincon Hill Tower). **Requested by: MTA**
- C. ESTABLISH - NO RIGHT TURN ON RED, MONDAY THROUGH FRIDAY, 3 PM TO 7 PM - Harrison Street, eastbound at Essex Street. **Requested by: Residents**
- D. ESTABLISH - UNMETERED MOTORCYCLE PARKING - Shotwell Street, west side, from the driveway of 910 Shotwell Street to 18 feet southerly. **Requested by: Residents**

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. ESTABLISH - STOP SIGNS - Liberty and Sanchez Streets, stopping Sanchez Street, making this uncontrolled intersection a two-way STOP; Bella Vista Way at Los Paltos Drive, stopping the stem of this currently uncontrolled T-intersection; 7th Avenue and Anza Street, stopping Anza Street, making this intersection an All-Way STOP; South Park Avenue, eastbound at 2nd Street; South Park Avenue, westbound, at 3rd Street; 26th and York Streets, stopping 26th Street , making this intersection an All-Way STOP; Upper Terrace at Buena Vista Avenue East/West, stopping Upper Terrace; Naglee Avenue at Huron Avenue, stopping Naglee Avenue, making this intersection an All-Way STOP; Minna Street at 15th Street, stopping Minna Street; Natoma Street at 15th Street, stopping Natoma Street; Adair Street at South Van Ness Avenue, stopping Adair Street; Stone Street at Washington Street, stopping Stone Street; Montgomery and Union Streets, stopping Montgomery and Union Streets, making this uncontrolled intersection an All-Way STOP.
- B. ESTABLISH - RIGHT TURN ONLY - 1st Street, northbound, at Harrison Street (from 1 Rincon Hill Tower).
- C. ESTABLISH - NO RIGHT TURN ON RED, MONDAY THROUGH FRIDAY, 3 PM TO 7 PM - Harrison Street, eastbound at Essex Street.
- D. ESTABLISH - UNMETERED MOTORCYCLE PARKING - Shotwell Street, west side, from the driveway of 910 Shotwell Street to 18 feet southerly.

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 Administration

BRIEF DESCRIPTION:

Authorizing the San Francisco Municipal Transportation Agency to accept and expend \$51,600,000 in FY2007-08 Public Transportation Modernization, Improvement, and Service Enhancement Account funds from the State of California for various capital projects.

SUMMARY:

- On November 7, 2006, California voters approved Proposition 1B, “The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006.” This Bond Act includes a program of \$4 billion to be deposited in the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA). Of this amount, \$3.6 billion will be used to fund eligible public transportation projects that help advance the State’s policy goals of providing mobility choices for residents, reducing congestion, and protecting the environment.
- The San Francisco Municipal Transportation Agency (SFMTA) will apply to the State of California through the California Department of Transportation for a total of \$51,600,000 in FY2007-08 PTMISEA funds to fund various capital projects.
- Based on the Metropolitan Transportation Commission’s estimates, the SFMTA will be receiving between \$316 million and \$336 million directly from the Proposition 1B funds.
- This action authorizes the SFMTA, through its Executive Director/CEO (or his designee), to accept and expend \$51,600,000 in FY2007-08 PTMISEA funds from the State of California.

ENCLOSURES:

1. SFMTA Board Resolution

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY _____

ADOPTED RESOLUTION
BE RETURNED TO

Leda Young - 1 South Van Ness, 7th Floor

ASSIGNED SFMTA CALENDAR DATE _____

EXPLANATION:

On November 7, 2006, California voters approved Proposition 1B, “The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006.” This Bond Act includes a program of \$4 billion to be deposited in the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA). Of this amount, \$3.6 billion will be used to fund eligible public transportation projects that help advance the State’s policy goals of providing mobility choices for residents, reducing congestion, and protecting the environment. Eligible projects are transit capital projects for one of the following purposes: rehabilitation, safety, or modernization improvements, capital service enhancements or expansions, new capital projects, bus rapid transit improvements, or rolling stock procurement, rehabilitation or replacement.

Under California Public Utilities Code Sections 99314, the San Francisco Municipal Transportation Agency (SFMTA) is an eligible sponsor of projects. Based on the Metropolitan Transportation Commission’s estimates, the SFMTA will be receiving a total of \$316 million to \$336 million directly from the Proposition 1B funds over the years. The SFMTA will apply to the State of California, through the California Department of Transportation (Caltrans), for a total of \$51,600,000 in FY2007-08 PTMISEA funds to fund various capital projects, as follows:

Construction costs related to miscellaneous Third Street Light Rail follow-up/punchlist items	\$3,700,000
Construct a turnaround loop for LRVs in the Mission Bay area	\$1,200,000
Construct Muni Metro East Facility	\$9,700,000
Replace overhead lines on 5 Fulton / 21 Hayes bus lines	\$3,000,000
Refurbish/procure new fare boxes	\$20,000,000
Procure and install automatic passenger counters on buses	\$2,500,000
Construct an enclosure for historic streetcars at the Geneva Yard	\$7,500,000
Replace the fare collection system in the subway stations/surface stops	\$1,000,000
Construct/reconstruct operator restrooms	\$3,000,000
	\$51,600,000

Caltrans will award funds to eligible projects in accordance with the project schedule.

The SFMTA will further the following goal of the Strategic Plan through acceptance of these funds:

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

Objective 4.2 - Ensure efficient and effective use of resources

This action authorizes the SFMTA, through its Executive Director/CEO (or his designee), to accept and expend \$51,600,000 in FY2007-08 PTMISEA funds from the State of California.

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, On November 7, 2006, California voters approved Proposition 1B, "The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006"; and

WHEREAS, This Bond Act includes a program of \$4 billion in funding to be deposited in the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA); and

WHEREAS, Under the Bond Act, \$3.6 billion of the PTMISEA will be used to fund eligible public transportation projects that help advance the State's policy goals of providing mobility choices for residents, reducing congestion, and protecting the environment; and

WHEREAS, Under California Public Utilities Code Sections 99314, the San Francisco Municipal Transportation Agency (SFMTA) is an eligible sponsor of projects; and

WHEREAS, The SFMTA will apply to the State of California, through the California Department of Transportation, for a total of \$51,600,000 of FY2007-08 PTMISEA funds for the following capital projects: Third Street Light Rail Project, Mission Bay Loop, Muni Metro East Facility, overhead lines, fare box rehabilitation, automatic passenger counters for buses, an enclosure for historic streetcars, wayside fare collection, and operator restrooms; and

WHEREAS, Under Section 10.170 of the San Francisco Administrative Code, the department head has authority to apply for federal, state, or other grants involving any project or program on behalf of the department; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the San Francisco Municipal Transportation Agency, through its Executive Director/CEO (or his designee), to accept and expend \$51,600,000 of FY2007-08 Public Transportation Modernization, Improvement, and Service Enhancement Account funds from the State of California for Third Street Light Rail, Mission Bay Loop, Muni Metro East Facility, overhead lines; fare box rehabilitation, automatic passenger counters for buses; an enclosure for historic vehicles, wayside fare collection and operator restroom projects; and, be it further

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO (or his designee) to furnish whatever additional information that may be requested by the State of California in connection with this request; and be it further

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO (or his designee) to execute any and all agreements necessary to complete the transfer of 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 Board

THIS PRINT COVERS CALENDAR ITEM NO. : 10.4

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

DIVISION: Parking and Traffic

BRIEF DESCRIPTION:

Approving an agreement with City College of San Francisco for City College to: (1) construct a traffic signal on Phelan Avenue for the City at the future Phelan Loop, and (2) reimburse the SFMTA for its costs, estimated at \$141,927, to design and inspect: (A) the construction of a new traffic signal at the main driveway into the West Reservoir Campus Parking Lot and, (B) the modification of the existing traffic signal on Phelan Avenue opposite the main entrance to City College, and (C) associated curb ramps, painting and striping of Phelan Avenue at all three locations.

SUMMARY:

- As part of a larger project to construct various campus improvements, City College intends to install traffic improvements along the Phelan Avenue frontages, which will include a new traffic signal for the future Phelan Loop to accommodate pedestrians; a new traffic signal at the main driveway into the West Reservoir Campus Parking Lot; and a modification of the existing traffic signal on Phelan Avenue opposite the main entrance to City College, along with associated curb ramps, painting and striping of Phelan Avenue.
- City College will perform the construction of the traffic improvements and provide the SFMTA with the funds for design and construction inspection of the work, estimated at \$141,927. The SFMTA will have responsibility for maintenance of the traffic improvements after completion of the work.

ENCLOSURES:

- 1.MTAB Resolution
- 2.Agreement between City College of San Francisco and City and County of San Francisco

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY _____

ADOPTED RESOLUTION
BE RETURNED TO

_____ Dan Arellano

ASSIGNED MTAB CALENDAR DATE: _____

EXPLANATION:

Phelan Loop Signal

The SFMTA is preparing plans to revamp the bus layover facilities at the northwest corner of Phelan Avenue and Ocean Avenue. As part of the revamping, SFMTA is planning to install a new traffic signal about 300 feet north of Ocean Avenue at the future Phelan Loop for pedestrians and for exiting buses to turn right onto Phelan Avenue. (See Enclosure 2, Exhibit A, Location C.)

The SFMTA, however, is unable to construct the Phelan Loop traffic signal for at least two or three years due to funding stream limitations. City College wishes the Phelan Loop traffic signal to be constructed as soon as possible and is willing to perform the construction. Accordingly, the SFMTA will design the new traffic signal at the Phelan Loop, and City College will construct it. Later, in conjunction with its construction of the Phelan Loop, the SFMTA will add signals for the buses to exit the loop and turn right onto Phelan Avenue. The construction of this signal system includes the interconnect to the existing signal at Phelan Avenue and Ocean Avenue, related traffic signs, traffic striping and curb ramps at the crosswalks.

Modification of Signal Opposite Main Entrance to City College

City College is preparing for demolition work at the West Reservoir Campus site on the west side of Phelan Avenue opposite the main entrance to City College. (See Enclosure 2, Exhibit A, Location B.) The demolition work requires that the existing traffic signal be temporarily deactivated and pedestrian traffic accommodated at a new signal nearby. This modified traffic signal system will provide a pedestrian crossing at the main entrance to the City College campus. SFMTA will design the modification of this traffic signal and City College will construct it. The modification of this signal includes the interconnect to the existing signal at Phelan Avenue and Ocean Avenue, related traffic signs, traffic striping and curb ramps at the crosswalks.

New Signal at Main Driveway into West Reservoir Parking Lot

SFMTA will design, and City College will construct, a new traffic signal and lighting system to control the intersection of Cloud Circle North and the Future West Reservoir Campus Parking Lot driveway onto Phelan Avenue. (See Enclosure 2, Exhibit A, Location A.) The construction of this signal includes the interconnect to the existing signal at Phelan Avenue and Ocean Avenue, related

traffic signs, traffic striping and curb ramps at the crosswalks.

In summary, the SFMTA will design and inspect two new signal systems, design modifications to a third signal system, perform traffic striping, and provide changes to signage. City College will reimburse the SFMTA for the cost of these design and construction engineering services, estimated to be \$141,927. SFMTA will also maintain the new signal systems.

City College will construct the new Phelan Loop traffic signal for the SFMTA, at a cost of approximately \$180,000. SFMTA will design and maintain the signal system, and in conjunction with the future Phelan Loop construction, the SFMTA will add signals for the buses to exit the loop and turn right onto Phelan Avenue.

SFMTA GOALS AND OBJECTIVES:

Executing and Approving the Agreement with City College will aid the SFMTA in achieving its Strategic Goals:

Goal 1 – Customer Focus:

Objective 1.1 Improve safety and security across all modes of transportation

Goal 3 – External Affairs/Community Relations:

Objective 3.1 Improve economic vitality by growing relationships with business, community and stake holder groups.

Goal 4 – Financial Capacity:

Objective 4.2 Ensure efficient and effective use of resources

Recommendation: Staff requests that the Municipal Transportation Agency Board of Directors Approve an agreement with City College of San Francisco for City College to: (1) construct a traffic signal on Phelan Avenue for the City at the future Phelan Loop, and (2) reimburse the SFMTA for its costs, estimated at \$141,927, to design and inspect: (A) the construction of a new traffic signal at the main driveway into the West Reservoir Campus Parking Lot and, (B) the modification of the existing traffic signal on Phelan Avenue opposite the main entrance to City College, and (C) associated curb ramps, painting and striping of Phelan Avenue at all three locations.

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, As part of a larger project to construct various campus improvements, City College intends to install traffic improvements along the Phelan Avenue frontages, which will include a new traffic signal at the future Phelan Loop to accommodate pedestrians; a new traffic signal at the main driveway into the West Reservoir Campus Parking Lot; and a modification of the existing traffic signal on Phelan Avenue opposite the main entrance to City College, along with associated curb ramps, painting and striping of Phelan Avenue; and

WHEREAS, City College will perform the construction of the traffic improvements and provide the SFMTA with the funds for design and construction inspection of the work, estimated at \$141,927; and

WHEREAS, The SFMTA will have responsibility for maintenance of the traffic improvements after completion of the work, now therefore be it

RESOLVED, That the SFMTA Board of Directors approves an agreement with City College of San Francisco for City College to: (1) construct a traffic signal on Phelan Avenue for the City at the future Phelan Loop, and (2) reimburse the SFMTA for its costs, estimated at \$141,927, to design and inspect: (A) the construction of a new traffic signal at the main driveway into the West Reservoir Campus Parking Lot and, (B) the modification of the existing traffic signal on Phelan Avenue opposite the main entrance to City College, and (C) associated curb ramps, painting and striping of Phelan Avenue at all three locations.

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

**Agreement
Between City College of San Francisco and
the City and County of San Francisco
for Professional Engineering Design Services
by the San Francisco Municipal Transportation Agency**

This Agreement ("Agreement"), dated _____, 2008, is entered into by and between City College of San Francisco, through its Vice President ("City College"), and the City and County of San Francisco, through its Municipal Transportation Agency ("SFMTA").

A. As part of a larger project to construct various campus improvements, City College intends to install traffic improvements along the Phelan Avenue frontages, which will include new and modified traffic signal systems, associated curb ramps, and painting and striping of Phelan Avenue, as described below ("Project" or "Traffic Improvements").

B. City College will perform the construction of the Traffic Improvements and provide the SFMTA with the funds for design and construction inspection of the Project. The Traffic Improvements are all in the public right-of-way and will belong to the City after completion of the Project.

C. This Agreement will set out the responsibilities of the parties for implementation of the Project.

1. Project Description.

1.1. The Project consists of the following Traffic Improvements, as depicted on Exhibit A:

(a) Construction of a new traffic signal and lighting system to control the intersection of Cloud Circle North and the Future West Reservoir Campus Parking Lot driveway onto Phelan Avenue. (See Exhibit A, Location A.) This new traffic signal will be designed by SFMTA and constructed by City College. The construction of this signal includes the interconnect to the existing signal at Phelan Avenue and Ocean Avenue, related traffic signs, traffic striping and curb ramps at the crosswalks.

(b) Modification of the existing traffic signal system serving the temporary parking lot on the west side of Phelan Avenue. This second modified traffic signal system will provide pedestrian crossing at the main entrance to the City College campus. (See Exhibit A, Location B.) This modification will be designed by SFMTA and constructed by City College. The modification includes the interconnect to the existing signal at Phelan Avenue and Ocean Avenue, related traffic signs, traffic striping and curb ramps at the crosswalks.

(c) Construction of a new interim traffic signal and lighting system to control the future intersection of Phelan Loop onto Phelan Avenue. (See Exhibit A, Location C.) The construction of this signal includes the interconnect to the existing signal at Phelan Avenue and Ocean Avenue, related traffic signs, traffic striping and curb ramps at the crosswalks.

(d) Traffic painting and striping of Phelan Avenue between Ocean Ave. and Cloud Circle North to accommodate the new traffic patterns and parking changes.

2. Scope of Engineering Services. SFMTA will provide the following Engineering Services for the Project:

2.1. Engineering designs and specifications for a new traffic signal and lighting system at the intersection of Cloud Circle North and the Future West Reservoir Campus Parking Lot driveway onto Phelan Avenue (Location A) and a

new interim traffic signal and lighting system to control the future intersection of Phelan Loop onto Phelan Avenue. Deliverables will include complete traffic signal and lighting plans and specifications and cost estimates for construction.

2.2. Engineering designs and specifications for the traffic signal system and lighting modification of the existing traffic signal system serving the temporary parking lot on the west side of Phelan Avenue (Location B). Deliverables will include complete traffic signal and lighting plans and specifications and cost estimates for construction.

2.3. Roadway traffic striping and signing plan designs for Phelan Avenue from Ocean Avenue to Cloud Circle North, including traffic lanes, pedestrian crosswalks, curb painting for buses, and other painting, markings or signs as needed.

2.4. Coordination and implementation of the roadway traffic striping and signing plan and curb striping work and traffic signage along Phelan Avenue as shown on the final plans.

2.5. Construction support services, including review of the construction traffic control plan submittals, preparation of the traffic signal timing plans, programming and testing of the traffic signal controller, coordination of the traffic signal turn-on, inspection services, and preparation of the punchlist for final completion for the work.

2.6. Coordination of elimination of parking, along with the required public posting, hearings and preparation of required parking legislation.

3.City College Obligations. In lieu of paying the SFMTA to maintain any of the new traffic signals or related equipment being constructed on Phelan Avenue, City College agrees to bear all construction costs for the installation of the traffic signal at the Phelan Loop as shown on Exhibit A at locations A, B and C. The construction of the traffic signal at Phelan Avenue includes the related traffic signs, traffic striping, curb ramps at the crosswalks and the interconnect to the existing signal at Phelan Avenue and Ocean Avenue,

4.Schedule for SFMTA Design Work. SFMTA will provide final design and construction engineering documents within three (3) months from the Effective Date of this Agreement.

5.Construction. At its sole cost, City College will perform the installation and modifications of the traffic signal systems as shown on Exhibit A at Locations A, B and C.

6.Electronic Files. City College will make available to SFMTA the electronic files of the engineering designs for the Project, showing the roadway and proposed improvements.

7.Completion of Project. SFMTA's services (other than ongoing maintenance and repair) will be considered complete when all work has been constructed by City College and accepted by the City and County of San Francisco. After acceptance, the SFMTA will own all Traffic Improvements and be responsible for maintaining and ensuring operation of the traffic signals as shown on Exhibit A at Locations A,

B and C, as well as maintaining and repairing traffic signs, traffic painting and signal interconnect constructed under this Agreement.

8. Payment for Services.

8.1. Amount. The fee for the Engineering Services provided by SFMTA under this Agreement shall not exceed \$141,956, unless otherwise approved by City College in the manner set forth in Sections 9 and 14. See Exhibit B for a detailed estimate of the various tasks and costs. The labor rates are shown in Exhibit C.

8.2. Deposit. City College has made a deposit to SFMTA of \$5,000 toward the cost of the Engineering Services.

8.3. Payment. SFMTA will submit invoices to City College on a monthly basis. City College shall submit all payments to SFMTA within fifteen (15) days from receipt of invoice, addressed to: San Francisco Municipal Transportation Agency, Attention: Chief Financial Officer, One South Van Ness, 7th floor, San Francisco, CA 94103.

9. Change of Project Scope: SFMTA may submit to City College requests for additional design fees and time extensions due to changes in the work in writing with the following information:

9.1. Detailed breakdown of the cost of the requested change.

9.2. Time extension needed, if any.

9.3. Narrative justifying the merits of the change request.

9.4. Notification of potential changes shall be submitted in writing within five working days of discovery of each potential change. City College shall provide written response within five working days of receipt. Additional work shall not commence without written authorization from City College.

10. Term and Effective Dates: This Agreement shall be effective as of August 1, 2007 and shall continue (unless earlier terminated by either party) until the Project is accepted as provided in Section 6, or October 1, 2008, whichever occurs sooner.

11. Dispute Resolution. The Project Managers assigned to this project by San Francisco City College and SFMTA shall resolve disputes arising out of this MOU as expeditiously as possible. Any dispute regarding this Agreement that cannot be resolved by the Project Managers shall be resolved by a meeting between the Vice President of City College (or designee) and the Executive Director/CEO of the SFMTA (or designee).

12. Default; Remedies.

12.1. Default. A default shall occur if either party fails or refuses to perform or observe any material term, covenant or condition contained in this Agreement, and such default continues for a period of ten (10) days after written notice to cure such default.

12.2. Remedies. On and after any default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement. 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.

13. 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.

14. Modification of Agreement. The City and City College reserve the right to amend or supplement this Agreement at any time by mutual consent in order to overcome any unforeseen problems arising from the work under this Agreement. Furthermore, it is mutually agreed and understood that no alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the representatives of the parties, and that separate oral agreements or understandings shall not be binding on any of the parties.

15. Notices. 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 SFMTA: Dan Arellano
Senior Traffic Engineer
San Francisco Municipal Transportation Agency
One South Van Ness Ave. 7th floor
San Francisco, CA 94103
dan.arellano@sfmta.com
phone: 415-701-4637
facsimile: 415-701-4737

To City College: James A. Blomquist
Associate Vice Chancellor
Office of Facilities Management
City College of San Francisco
50 Phelan Avenue, S142
San Francisco, CA 94112
phone: 415-239-3750
facsimile: 415-239-3480

16. Audit and Inspection of Records. Each party agrees to maintain and make available to the other during business hours accurate business records, accurate books and accurate accounting records directly relating to its respective activities under this Agreement. Each party will permit the other to audit, examine and make excerpts and transcripts from such books and records, and to audit all invoices, materials, payrolls, records, personnel and other data pertaining to the Agreement to verify or review the quantity, quality, and progress of the work, reimbursable costs, estimates of cost for fixed rates including those applicable to

proposed changes, and for any other reasonable purposes. Each party shall maintain such data and records in an accessible location and condition during the term of this Agreement and for three years thereafter. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon each party by this Section.

17. Assignment. The services to be performed by the parties are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by either party unless first approved by written instrument executed and approved in the same manner as this Agreement.

18. Indemnification

18.1. Neither the City nor any officer, agent or employee of the City is responsible for any damages or liability occurring by reason of anything done or omitted to be done by City College, its directors, officers, agents and employees, under or in connection with any work, authority or jurisdiction delegated to City College under this Agreement. Pursuant to California Government Code Section 895.4, City College will fully indemnify, hold harmless and defend in any claim or litigation, the City, its officers, agents and employees from any damage or liability occurring by reason of anything done or omitted to be done by City College, its directors, officers, agents and employees under or in connection with any work, authority or jurisdiction delegated to City College under this Agreement. The duty of City College to indemnify and hold harmless, as set forth above, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require City College to indemnify the City, its officers, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

18.2. Neither City College nor any director, officer, agent or employee of City College is responsible for any damages or liability occurring by reason of anything done or omitted to be done by the City, its officers, agents and employees, under or in connection with any work, authority or jurisdiction delegated to the City under this Agreement. Pursuant to California Government Code Section 895.4, the City will fully indemnify, hold harmless and defend in any claim or litigation, City College, its directors, officers, agents and employees from any damage or liability occurring by reason of anything done or omitted to be done by the City, its officers, agents and employees under or in connection with any work, authority or jurisdiction delegated to the City under this Agreement. The duty of the City to indemnify and hold harmless, as set forth above, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require the City to indemnify City College, its directors, officers, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

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. 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.

21. 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.

22. 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 7.

23. Compliance with Laws. City College 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.

24. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, on the date written above.

CITY AND COUNTY OF SAN FRANCISCO
Municipal Transportation Agency

City College OF SAN FRANCISCO

By _____
Nathaniel P. Ford, Sr.
Executive Director/CEO

Vice President

SFMTA Board of Directors
Resolution No. _____

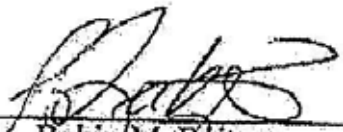
Dated: _____

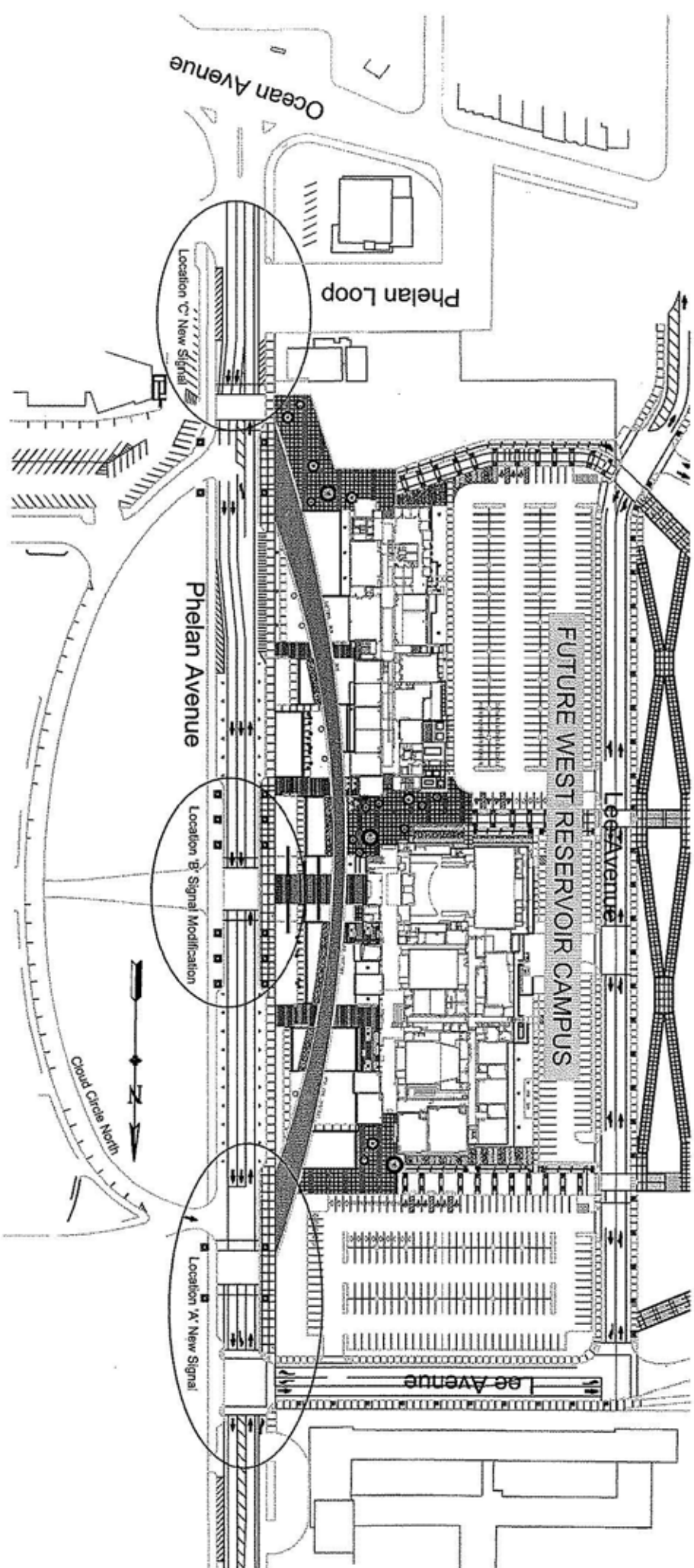
Attest:

Secretary, SFMTA Board

Approved as to Form:

Dennis J. Herrera
City Attorney

By  _____
Robin M. Reitzes
Deputy City Attorney



Note: Street layouts shown are conceptual only and have not been approved by the SFMTA/DPT

City College of San Francisco
 Phelan Avenue Roadway and Traffic
 Signal Improvements

EXHIBIT A

EXHIBIT B

DESIGN ENGINEERING AND PLANNING SERVICES

No.	TASK	Total Hours	Total Cost
1	Meetings with Consultant Team	16	\$2,137
2	Outreach and Legislative Process	24	\$2,906
3	Prepare Plans for Traffic Striping and Pavement Markings	106	\$11,748
4	Prepare Plans for Traffic Control Signs	92	\$10,430
5	Prepare Plans for Traffic Signals Loc. #1	206	\$22,309
6	Prepare Plans for Traffic Signals Loc. #2	206	\$22,309
7	DPW Design Review Signal Plans, sign and stamp	256	\$31,421
	SUBTOTAL		<u>\$103,259</u>

CONSTRUCTION ENGINEERING SERVICES

No.	TASK	Total Hours	Total Cost
1	Review Temporary Traffic Control Plans prepared by the Contractor	28	\$3,272
2	Monitor Temporary Traffic Controls	38	\$4,686
3	Inspect and Turn On Temporary Traffic Signals	60	\$6,734
4	Program traffic signals	40	\$1,971
5	DPW Electrical Construction Support	72	\$9,104
	SUBTOTAL		\$25,766
	TOTAL		<u>\$129,025</u>
	Contingencies 10%		\$12,902
	TOTAL ENGINEERING SERVICES COST		<u>\$141,927</u>

EXHIBIT C
2007-2008 RATES

JOB TITLE	JOB CLASS	BIWEEKLY	BIWEEKLY	HOURLY
ENGINEERING				
Senior Engr.	5211	\$5,357.00	\$12,696.09	\$158.70
Traffic Engr.	5241	\$4,627.00	\$10,965.99	\$137.07
Assoc Engr.	5207	\$3,998.00	\$ 9,475.26	\$118.44
Asst Engr.	5203	\$3,436.00	\$ 8,143.32	\$101.79
Jr. Engr.	5201	\$3,041.00	\$ 7,207.17	\$ 90.09
Civ. Eng. Asst.	5362	\$2,564.00	\$ 6,076.68	\$ 75.96
Civ. Eng. Assoc. I	5364	\$2,841.00	\$ 6,733.17	\$ 84.16
Civ. Eng. Assoc. II	5366	\$3,289.00	\$ 7,794.93	\$ 97.44
SIGN SHOP	JOB CLASS			
Manager Sign	5306	\$4,229.00	\$10,022.73	\$125.28
Sr. Mgmt Asst	1844	\$2,969.00	\$ 7,036.53	\$ 87.96
Sup Trf Sign	5303	\$3,320.00	\$ 7,868.40	\$ 98.36
Sign Installer	7457	\$2,314.00	\$ 5,484.18	\$ 68.55
PAINT SHOP				
Manager Paint	5301	\$3,520.00	\$ 8,342.40	\$104.28
Sup Paint Shop	7242	\$3,263.00	\$ 7,733.31	\$ 96.67
Painter	7346	\$2,726.00	\$ 6,460.62	\$ 80.76
SIGNAL SHOP				
Elec Sup II	7276	\$4,188.00	\$ 9,925.56	\$124.07
Elec Sup I	7238	\$3,760.00	\$ 8,911.20	\$111.39
Elec	7345	\$3,327.00	\$ 7,884.99	\$ 98.56

DPW ELECTRICAL

JOB TITLE	JOB CLASS	HOURLY RATE
Senior Engineer	5211	\$ 169.42
Associate Engineer	5207	\$ 126.44
Engineer Associate 1	5364	\$ 89.85

Based on 2.37 overhead rate for DPT

THIS PRINT COVERS CALENDAR ITEM NO. : 10.5

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

DIVISION: PARKING AND TRAFFIC DIVISION

BRIEF DESCRIPTION

Request the San Francisco Municipal Transportation Agency Board of Directors to authorize the Executive Director/CEO to execute a Software Maintenance Attachment with Fourth Dimension Traffic for software for an amount not to exceed \$330,696.

SUMMARY:

- Staff recommends approval of the Software Maintenance Attachment to the previous Software Licensing Contract, as an Agreement between Fourth Dimension Traffic and the SFMTA.
- This agreement is for D4 software maintenance and updates for Type 2070 Signal Traffic Controllers. The D4 software is the only existing software that meets the City's needs for these types of traffic controllers. Fourth Dimension Traffic is the only provider of D4 software.
- Funding for the software maintenance comes from current signal projects.
- The City Attorney has reviewed this item.

ENCLOSURES

1. Resolution
2. Maintenance Agreement

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY

ADOPTED RESOLUTION
BE RETURNED TO

_____ Patricia Fieldsted _____

ASSIGNED MTAB CALENDAR DATE: _____

EXPLANATION:

Background:

On January 6, 2004, the San Francisco Municipal Transportation Agency (SFMTA) Board of Directors approved Resolution 04-006 authorizing the Director of Transportation to enter into a Software License Agreement with Fourth Dimension Traffic. This agreement was amended by the First Amendment dated November 16, 2004, Second Amendment dated May 12, 2005, and Third Amendment dated August 15, 2006. The software license agreement required Fourth Dimension Traffic to provide consulting services for D4 software installation, programming, and training for Type 2070 Signal Traffic Controllers.

As a result, SFMTA Parking and Traffic Division has replaced many of the City's older, antiquated traffic signal controllers with Type 2070 traffic controllers. The D4 software program is the only software that meets the City's needs for these types of traffic controllers and the goals of the City's Transit First Policy.

The SFMTA is now requesting approval of the attached Software Maintenance Attachment as an Agreement between Fourth Dimension Traffic and the SFMTA, in order to continue on-going software maintenance services. Fourth Dimension Traffic will provide the following software maintenance services:

- Perform corrections of D4 software errors, defects, and malfunctions as encountered and requested by SFMTA Parking and Traffic Division.
- Perform maintenance on traffic signal cabinet/controller testing software to minimize malfunction in the field.
- Maintain and upgrade D4 Traffic Signal Software to provide transit priority throughout the City, including cable car locations, and prepare signal timing cards for various intersections, including integration of 2070 Controllers with Opticom detection.
- Maintain and upgrade D4 software for the SFgo program to ensure communication between the Transportation Management Center (TMC) and the traffic signals in the field, to ensure integration of D4 software with PB Farradyne's MIST central software system.
- Provide technical expertise to SFgo to ensure that the TMC communicates with Caltrans, Muni Central Control, and other transit networks.

Scope of the Maintenance Attachment and Funding Source:

This Software Maintenance Attachment will result in continued outstanding performance for the MUNI light rail system's transit signal priority. Some of the most complex intersections, such as the Fourth and King Streets intersection, Fourth Street Bridge, Islais Creek Bridge, and the Third and Carroll Streets will require D4 software upgrades in order to integrate the interlocking systems between MUNI and Parking and Traffic.

Fourth Dimension Traffic will upgrade and maintain traffic signal technology for challenging

intersections including transit signal priority with conflicting transit routes, major cross streets, and heavy traffic on main roadways.

The Software Maintenance Attachment will provide an essential service to SFMTA's Parking and Traffic staff as they make innovative strides in traffic signal technology. For example, signal timing for the T-Third line continues to be updated and fine-tuned. The maintenance of D4 software will continue to be invaluable in implementing this plan in cooperation with MUNI Operations.

SFMTA Parking and Traffic Division's work on the Urban Partnerships Program will require Fourth Dimension Traffic support services. Fourth Dimension Traffic will provide technical expertise to SFgo to ensure that the TMC communicates with Caltrans, Muni Central Control, and other networks, so that D4 traffic signal software integrates with the SFgo central system in compliance with Federal and State communications standards.

Benefit to the SFMTA 2008 – 2012 Strategic Plan:

The SFMTA will further the following goals of the Strategic Plan through adoption of the Software Maintenance Attachment:

Goal 2: Customer Focus Objectives:

- Improve transit reliability to meet 85% on-time performance standard
- 2.2 Ensure efficient transit connectivity and span of service
- 2.4 Reduce congestion through major corridors

Goal 6: Information Technology

- 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 total for this Software Maintenance Attachment is not to exceed \$330,696.

The Contract Compliance Office has reviewed and approved the calendar item.

The City Attorney's Office has also reviewed the calendar item.

Funding sources for project items:

Funding Source	Funding Available	Project Items	Description
Various current and future signal contracts	\$75,000	D4 Software Maintenance	Make correction of software errors, defects and malfunctions in the software; perform software upgrades; provide support services to software end users.
State Transit Assistance, Metropolitan Transportation Commission	\$60,000		
South of Channel Mission Bay Projects	\$25,000		
North of Channel Mission Bay Projects	\$25,000		
Urban Partnerships Program	\$120,696		
Road Fund	\$25,000		
Maintenance Agreement Total	\$330,696.		

Recommendation:

Staff requests authorization for the Executive Director/CEO to execute the Software Maintenance Attachment for an amount not to exceed \$330,696 and for a term of three years from April 1, 2008 to March 31, 2011.

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

RESOLUTION No. _____

WHEREAS, The Department of Parking and Traffic currently maintains approximately

1200 signalized intersections, each controlled by a traffic signal controller; and

WHEREAS, D4 software is the only software that meets the City's needs for interfacing with newly installed Type 2070 traffic controllers and legacy traffic controllers; and

WHEREAS, Fourth Dimension Traffic is the only software consulting service available to maintain and update D4 software; and

WHEREAS, The total amount for software maintenance services under this Software Maintenance Attachment is not to exceed \$330,696; now, therefore, be it

RESOLVED, that the Municipal Transportation Agency Board of Directors authorizes the Executive Director/CEO to execute Contract CS-154 Software Maintenance Attachment with Fourth Dimension Traffic for software for a total agreement amount not to exceed \$330,696 from April 1, 2008 through March 31, 2011.

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

**San Francisco Municipal Transportation Agency
1 South Van Ness, 7th Floor
San Francisco, CA 94102**

**Software Maintenance Attachment
for Agreements between the City and County of
San Francisco and Fourth Dimension Traffic**

This Software Maintenance Attachment (“Attachment”) is appended to the Software License Agreement between the City and County of San Francisco (“City”), acting by and through its San Francisco Municipal Transportation Agency (the "SFMTA"), and Fourth Dimension Traffic (“Contractor”), dated January 6, 2004, between Contractor and City, as amended by the First Amendment dated November 16, 2004, Second Amendment dated May 12, 2005, and Third Amendment dated August 15, 2006. The terms and conditions of this Attachment are referenced in and incorporated into the Fourth Dimension Software License Agreement between City and Contractor. City and Contractor agree that the terms and conditions of this Attachment cover support and maintenance services to be provided by Contractor to City for computer programs and user manuals listed in Exhibit A of this Agreement.

1. Definitions

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Attachment, it shall have the meaning herein set forth.

EFFECTIVE DATE Date upon which the Controller has certified to the availability of funds and the Contractor has been notified in writing or the Software is received and installed at the customer site, whichever is later.

ERRORS, DEFECTS AND MALFUNCTIONS Either a deviation between the function of the Software and the documentation furnished by Contractor for the Software, or a failure of the Software which degrades the use of the Software.

FIX Repair or replacement of source, object or executable code in the Software to remedy an Error, Defect or Malfunction.

MAINTENANCE AGREEMENT This Software Maintenance Attachment and Exhibit A which together specify the terms and conditions for the correction of software Errors, Defects and Malfunctions in the

Software, for the provision of Upgrades to the Software, and for the provision of Support Services to end users of the Software.

PATCH	Temporary repair or replacement of code in the Software to remedy an Error, Defect or Malfunction. Patches may be made permanent and released in Subsequent Releases of the Software.
PRIORITY CATEGORY	A priority assigned to an Error, Defect or Malfunction, designating the urgency of correcting an Error, Defect or Malfunction. Assignment of a Priority Category to an Error, Defect or Malfunction is based on City's determination of the severity of the Error, Defect or Malfunction and Contractor's reasonable analysis of the priority of the Error, Defect or Malfunction.
PRIORITY PROTOCOL	Based on the Priority Category, rules specifying the turnaround time for correcting Errors, Malfunctions and Defects; escalation procedures, and personnel assignment.
SOFTWARE	Licensed programs and associated documentation licensed to City by Fourth Dimension Traffic, as listed in Exhibit A and any modification or Upgrades or modifications to the program provided under this Maintenance Agreement.
SUBSEQUENT RELEASE	A release of the Software for use in a particular operating environment which supersedes the Software. A Subsequent Release is offered and expressly designated by Contractor as a replacement to a specified Software product. A Subsequent Release will be supported by Contractor in accordance with the terms of this Software Maintenance Attachment. Multiple Subsequent Releases may be supported by Contractor at any given time.
SUPPORT SERVICES	The Software support service required under this Maintenance Agreement. Support Services include correcting an Error, Defect or Malfunction; providing telephone and/or online support concerning the installation and use of the Software; training in the installation and use of the Software; on-site consulting and application development services; detection, warning and correction of viruses; and disabled/disabling code.
UPGRADE	Either an enhancement to the Software code to add new features or functions to the system or software programming revisions containing corrections to Errors, Defects and Malfunctions that have been reported by users or discovered by the Contractor.

WARRANTY PERIOD A period commencing with the installation of the Software product during which reported Errors, Defects and Malfunctions for Software products are corrected without charge in accordance with the provisions below.

WORKAROUND A change in the procedures followed or end user operation of the software to avoid an Error, Defect or Malfunction without significantly impairing functionality or degrading the use of the Software.

Whenever the words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood as the direction, requirement, or permission of the SFMTA. The words “sufficient,” “necessary,” or “proper,” and the like, mean sufficient, necessary or proper in the judgment of the SFMTA, unless otherwise indicated by the context.

2. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Maintenance Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the City's Controller, and any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Maintenance Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Maintenance Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

THIS SECTION SHALL CONTROL AGAINST ANY AND ALL OTHER PROVISIONS OF THIS MAINTENANCE AGREEMENT.

3. Term of the Maintenance Agreement

Subject to Section 2, the term of this Maintenance Agreement shall be from April 1, 2008 to March 30, 2011.

The term of this Maintenance Agreement may be extended up to two additional one (1) year terms upon the option of the City and mutual agreement of the parties.

4. City's Payment Obligation

The City will make a good faith attempt to pay all invoices within 30 days of billing. However, in no event shall City be liable for interest or late charges for any late payments made after such 30-day period.

Contractor and the City understand and intend that the obligations of the City to pay maintenance charges hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City.

The City shall pay maintenance charges, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of this Maintenance Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City.

In no event shall the amount of this Maintenance Agreement exceed three hundred, thirty thousand six hundred and ninety-six dollars (\$330,696). The breakdown of costs associated with this Maintenance Agreement appears in Appendix B.

5. Guaranteed Maximum Costs

a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the Maintenance Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the Maintenance Agreement having been lawfully executed by the City.

c. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

6. Payment; Invoice Format

Invoices furnished by Contractor under this Maintenance Agreement must be in a form acceptable to the Controller. Each invoice must contain a unique identifying number. All amounts paid by City to Contractor shall be subject to audit by City.

Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

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 Maintenance Agreement.

7. Submitting False Claims; Monetary Penalties

If Contractor commits any of the following acts, Contractor shall be liable to the City for three times the amount of damages that the City sustains because of Contractor's acts. If Contractor commits any of the following acts Contractor 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) 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. (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.

8. Taxes

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon this Maintenance Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. If this Maintenance Agreement entitles Contractor to the possession, occupancy or use of City real property for private gain, then the following provisions apply:

(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that this Maintenance Agreement may create a possessory interest subject to property taxation and Contractor, and any permitted successor or assign, may be subject to the payment of such taxes.

(2) Contractor, on behalf of itself and any permitted successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Maintenance Agreement may constitute a change

in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Contractor shall report any assignment or other transfer of any interest in this Maintenance Agreement or any renewal or extension thereof to the County Assessor within sixty days after such assignment, transfer, renewal or extension.

(3) 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 under applicable law with respect to possessory interests.

9. Scope of Service Coverage

a. Contractor shall provide Support Services and provide Upgrades during the term of this Maintenance Agreement for the Software as provided in Exhibit A.

b. During the term of this Maintenance Agreement, Contractor will furnish Error, Defect or Malfunction correction in accordance with the Priority Categories listed below, based on the City's determination of the severity of the Error, Defect or Malfunction and Contractor's reasonable analysis of the priority of the Error, Defect or Malfunction.

- (1) Priority 1: An Error, Defect or Malfunction which renders the Software inoperative; or causes the Software to fail catastrophically.
- (2) Priority 2: An Error, Defect or Malfunction which substantially degrades the performance of the Software, but does not prohibit the City's use of the Software.
- (3) Priority 3: An Error, Defect or Malfunction which causes only a minor impact on the use of the Software.

c. Contractor will furnish Error, Defect or Malfunction correction in accordance with the following protocols:

(1) Priority 1 Protocol: Within two hours, Contractor assigns a product technical specialist(s) to diagnose and correct the Error, Defect or Malfunction; thereafter, Contractor shall provide ongoing communication about the status of the correction; shall proceed to immediately provide a Fix, a Patch or a Workaround; and exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Subsequent Release. Contractor will escalate resolution of the problem to personnel with successively higher levels of technical expertise until the Error, Defect or Malfunction is corrected.

(2) Priority 2 Protocol: Within four hours, Contractor assigns a product technical specialist(s) to diagnose the Error, Defect or Malfunction and to commence correction of the Error, Defect or Malfunction; to immediately provide a Workaround; to provide escalation procedures as reasonably determined by Contractor's staff; and to exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next

Software maintenance release.

(3) Priority 3 Protocol: Contractor may include a Fix or Patch in the next Software major release.

10. Hotline Support

Contractor shall provide remote access hotline support to City to help City answer routine questions with respect to the use of the Software.

Contractor also shall provide remote access hotline support to City to initiate resolution of Priority 1 and Priority 2 Errors, Defects and Malfunctions.

Hotline support shall be made available by phone between the hours of 8 a.m. and 6 p.m. Pacific time Monday through Friday, except legal holidays. Hotline support shall be available by electronic bulletin board, electronic mail or other service 24-hours a day, seven-days a week. Responses to questions posted by electronic means will be made within the time frame established under Priority Protocols for an Error, Defect or Malfunction in a Software Product.

11. City Responsibilities Related to Support

City shall use reasonable efforts to make available to Contractor reasonable access to the equipment on which City experienced the Error, Defect or Malfunction, the Software Product and all relevant documentation and records. City shall also provide reasonable assistance to Contractor, including sample output and diagnostic information, in order to assist Contractor in providing Support Services.

City shall be responsible for the interface between the Software and other software products installed on City equipment.

Unless otherwise agreed in writing between City and Contractor, City is responsible for installing, managing and operating any Software delivered under this Maintenance Agreement.

12. Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of the Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that did not conform to the requirements of this Maintenance Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

13. Qualified Personnel

Work under this Maintenance 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 assign adequate personnel resources to provide the level of service within the response times specified in this Maintenance Agreement.

14. 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.

15. Independent Contractor; Payment of Taxes and Other Expenses

a. 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 Maintenance 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 Maintenance 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 Maintenance 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 Maintenance Agreement.

b. Payment of Taxes and Other Expensed. 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 Maintenance 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 Maintenance 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 Maintenance 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 Maintenance Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

16. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section (Section 17) of this Maintenance Agreement, Contractor must maintain in force, during the full term of the Maintenance Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial 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, Products and Completed Operations; and

(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.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following endorsements:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(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 Maintenance Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall provide thirty (30) days' advance written notice to City of cancellation for any reason, reduction or nonrenewal mailed to the following address:

San Francisco Municipal Transportation Agency
Attn: Jack Fleck
Parking and Traffic Division

1 South Van Ness Avenue, 7th Floor
San Francisco, CA 94103

cc: Contracts and Procurement Division
San Francisco Municipal Transportation Agency
1 South Van Ness Avenue, 7th Floor
San Francisco, CA 94103

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Maintenance Agreement and, without lapse, for a period of three years beyond the expiration of this Maintenance Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Maintenance Agreement, such claims shall be covered by such claims-made policies.

e. 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.

f. Should any required insurance lapse during the term of this Maintenance Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Maintenance Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Maintenance Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Maintenance Agreement, 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. Failure to maintain insurance shall constitute a material breach of this Maintenance Agreement.

h. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

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 Maintenance 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 Maintenance 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 sublicensors 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 attorney's 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 Maintenance Agreement.

18. Liability of City

CITY'S PAYMENT OBLIGATIONS UNDER THIS MAINTENANCE AGREEMENT SHALL BE LIMITED TO THE PAYMENT OBLIGATION PROVIDED FOR IN SECTION 4 OF THIS MAINTENANCE AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS MAINTENANCE 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 MAINTENANCE AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS MAINTENANCE AGREEMENT.

19. Default

Failure or refusal of Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the City, this Maintenance Agreement may be terminated by the City upon ten days' written notice. Such termination does not waive any other legal remedies available to the City.

20. Support Service Term and Termination for Convenience

a. Commencement. Support Services for the Software begin on the Effective Date for the Software.

b. Termination for Cause. In the event Contractor fails to perform any of its

obligations under this Maintenance Agreement, this Maintenance Agreement may be terminated and all of Contractor's rights hereunder ended. Termination will be effective after ten days written notice to Contractor. In the event of such termination, Contractor will be paid for those services performed under this Maintenance Agreement to the satisfaction of the City, up to the date of termination. However, City may offset from any such amounts due Contractor any costs City has or will incur due to Contractor's non-performance. Any such offset by City will not constitute waiver of any other remedies City may have against Contractor for financial injury or otherwise.

c. Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Maintenance Agreement, at any time during the term thereof, for City's convenience and without cause by giving Contractor thirty days written notice of such termination. In the event of such termination, Contractor will be paid for those services performed, pursuant to this Maintenance Agreement, to the satisfaction of the City up to the date of termination. In no event will City be liable for costs incurred by Contractor after receipt of notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on this Maintenance Agreement, post-termination employee salaries, post-termination administrative expenses, or any other cost which is not authorized or reasonable under this section.

21. Rights and Duties Upon Termination or Expiration

a. This Section and the following Sections of the Maintenance Agreement shall survive termination or expiration of this Maintenance Agreement: 7, 8, 12, 14-18, 23-25, 27, 34, 35, 37, 38, and 41.

b. Subject to the immediately preceding subsection 21.1, upon termination of this Maintenance Agreement prior to expiration of the term specified in Section 3, this Maintenance 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 Maintenance Agreement, and any completed or partially completed work which, if the Maintenance Agreement had been completed, would have been required to be furnished to the City. This subsection shall survive termination of this Maintenance Agreement.

22. Conflict of Interest

Through its execution of this Maintenance Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the 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 Maintenance Agreement.

23. Proprietary or Confidential Information of City

Contractor understands and agrees that, in the performance of the work or services under this Maintenance 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 this Maintenance Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent software developer would use to protect its own proprietary data.

24. Notices to Parties

Unless otherwise indicated elsewhere in this Maintenance Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or fax, and shall be addressed as follows:

To City: **Jack Fleck, City Traffic Engineer**
San Francisco Municipal Transportation Agency
1 South Van Ness, 7th Floor
San Francisco, CA 94103
Jack.Fleck@sfmta.com
Phone: (415) 701-4735

To Contractor: **Tod Eidson**
Fourth Dimension Traffic
255 King St #609
San Francisco, CA 94107
tod@4dtraffic.com

Phone: 415-516-4051
FAX: 415-495-9010

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party.

If e-mail notification is used, the sender must specify a Receipt notice.

Any notice of default must be sent by registered mail.

25. Audit and Inspection of Records

Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Maintenance Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or

personnel and other data related to all other matters covered by this Maintenance Agreement, whether funded in whole or in part under this Maintenance Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Maintenance Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject of this Maintenance Agreement shall have the same rights conferred upon City by this Section.

26. Subcontracting

Contractor is prohibited from subcontracting this Maintenance Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Maintenance 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.

27. Assignment

The services to be performed by Contractor are personal in character and neither this Maintenance 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 in the same manner as this Maintenance Agreement.

28. Limitations on Contributions

Through execution of this Maintenance 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.

29. Drug-Free Workplace

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 the Contractor, its employees, agents or assigns shall be deemed a material breach of contract.

30. 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 Maintenance 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 Maintenance 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 Maintenance Agreement.

31. Sunshine Ordinance

In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, Contractors' bids, responses to RFPs 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's 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.

32. 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 Maintenance 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 Maintenance Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two years. The Controller will not consider Contractor's use of profit as a violation of this section.

33. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and

regulation of the City and of all state, and federal laws in any manner affecting the performance of this Maintenance 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.

34. Provisions Controlling

Contractor agrees that in the event of conflicting language between this “Software Maintenance Attachment” and Contractor's printed form, the provisions of this “Software Maintenance Attachment” shall take precedence.

35. Entire Agreement; Modifications

a. The Maintenance Agreement, together with the Appendices and/or Exhibits hereto, constitutes the entire Maintenance Agreement between the parties and this Maintenance Agreement may not be modified, nor may any of its terms be waived, except by written instrument executed and approved in the same manner as this Maintenance Attachment.

b. All agreements between the parties are included herein and no promises or statements have been made by either party unless endorsed hereon in writing. No change or waiver of any provisions hereof shall be valid unless made in writing with the consent of both parties and executed in the same manner as this Maintenance Agreement.

c. Should the application of any provision of this Maintenance 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 Maintenance 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.

d. Subject to the specific provisions of this Maintenance Agreement, this Maintenance Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

36. Force Majeure

Contractor shall not be liable for failure to maintain Software when such failures are due to causes beyond its reasonable control, such as acts of God, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine, war, riot, delays in transportation, care shortages, and inability due to causes beyond its reasonable control to obtain necessary labor, materials or manufacturing facilities, and in such event Contractor shall perform as soon as such cause is removed.

37. Non-Waiver of Rights

The waiver by either party of any breach by either party of any term, covenant or conditions hereof shall not operate as a waiver of any subsequent breach of the same or any other

term, covenant or condition hereof.

38. Governing Law

This formation, interpretation and performance of this Maintenance 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 Maintenance Agreement shall be in San Francisco.

39. Construction

All section headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision of this Maintenance Agreement.

40. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Maintenance 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 this Maintenance Agreement.

41. 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 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

42. 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 forty eight (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. The term "graffiti" means 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, 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" shall 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.).

Any failure of Contractor to comply with this section of this Maintenance Agreement shall constitute a material breach of this Maintenance Agreement.

43. 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 Maintenance Agreement as though fully set forth. This provision is a material term of this Maintenance Agreement. By entering into this Maintenance 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 Maintenance 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.

IN WITNESS WHEREOF, the parties hereto have executed this Maintenance Agreement on the day first mentioned above.

CITY

CONTRACTOR

Approved by:

Nathaniel P. Ford, Sr.
Executive Director/CEO
San Francisco Metropolitan Transportation
Agency

Tod Eidson
Fourth Dimension Traffic
255 King St #609
San Francisco, CA 94107

City vendor number: 64259

Approved as to Form:

DENNIS J. HERRERA
City Attorney

By:

John I. Kennedy
Deputy City Attorney

Municipal Transportation Agency
Board of Directors
Resolution No. _____

Adopted: _____

Attest:

Secretary, MTA Board

Appendix A

Computer Program Description

D4 software is used at approximately one-third of the City and County of San

Effective Date of Coverage	Services	Hourly Fee
5/1/2008	D4 Traffic Signal Controller Software Maintenance	\$105.99

Francisco's signalized intersections using modern controllers. D4 software instructs the signal controllers in their phases and timing, using signal timing parameters that was designed by the engineer and programmed by the electrician. In addition to basic intersection control, the software has features that will handle multiple actuations, transit priorities, emergency vehicle preemptions, etc. D4 software also has features self-check diagnostics, maintaining consistency and reliability.

The Contractor has provided a user manual, entitled "D4 Manual V1.4P.

Contractor will provide the following software maintenance services:

Correction of Software Errors, Defects and Malfunctions in the Software:

1. Perform corrections of D4 software errors, defects and malfunctions as requested by SFMTA Traffic Engineering and Operations Divisions.

Software Upgrades:

2. Perform maintenance on traffic signal cabinet/controller testing software to minimize malfunction in the field.
3. Maintain and upgrade D4 Traffic Signal Software to provide transit priority throughout the city, including cable car locations, and prepare signal timing cards for various intersections, including integration of 2070 Controllers with Opticom detection.

Support Services to Software End Users:

4. Maintain and upgrade D4 Software for SFgo program to ensure communication between the Transportation Management Center (TMC) and the traffic signals in the field, to ensure integration of D4 with PB Farradyne's MIST central software system.
5. Provide technical expertise to SFgo to ensure that the TMC communicates with Caltrans, Muni Central Control, and other networks.

Appendix B

BREAKDOWN OF CHARGES

THIS PRINT COVERS CALENDAR ITEM NO.: 11

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

DIVISION: Muni Service Delivery and Operations, and Parking and Traffic Divisions

BRIEF DESCRIPTION: Authorizing service adjustments on the 5-Fulton, 6-Parnassus, 10-Townsend, 38-Geary, 38L-Geary Limited, 71-Haight-Noriega, 71L-Haight-Noriega Limited, 76-Marin Headlands, and 108-Treasure Island transit lines and minor stop changes to the 20-Columbus and 41-Union transit lines to serve the temporary Transbay Terminal; and presenting associated temporary traffic modifications.

SUMMARY:

- As part of the Transbay Terminal redevelopment project, the SFMTA, AC Transit, Samtrans, Golden Gate Transit, WestCAT, and Greyhound will have to relocate their transit operations from the current Transbay Terminal to a temporary facility located two blocks away and bounded by Howard, Beale, Main and Folsom streets.
- The temporary site is presently served by the 1-California, 12-Folsom, 20-Columbus, 30X-Marina Express, 41-Union, 80X-Gateway Express, 81X-Caltrain Express, and 82X-Levi Plaza Express transit lines. In order to continue similar transit service to the temporary site, staff proposes route changes to Muni lines 5-Fulton, 6-Parnassus, 10-Townsend, 38-Geary, 38L-Geary Limited, 71-Haight/Noriega, 71L-Haight/Noriega Limited, 76-Marin Headlands, and 108-Treasure Island transit lines.
- The Transbay Joint Powers Authority (TJPA) will fund the capital expenses for new temporary trolley coach overhead and boarding islands for Muni services. While there will be no new operating expense in FY 2009; however, there will be an incremental operating cost of \$2.5 million annually beginning Fall 2009 (2nd Quarter of FY 2010).
- The traffic changes to the streets surrounding the temporary Transbay Terminal have been approved by the Interdepartmental Staff Committee on Traffic and Transportation (ISCOTT) and by an SFMTA public hearing. Since these are temporary changes relating to a construction project, they do not need approval by this Board. They are presented here as an information item.
- These changes are consistent with the SFMTA Strategic Plan Goals 1 and 2.

ENCLOSURES:

1. MTAB Resolution
2. Notice of statutory exemption
3. Maps of planned service changes
4. TBT Power Point Presentation

APPROVALS:

DATE

DIRECTOR OF DIVISION _____
PREPARING ITEM _____

DIRECTOR OF DIVISION _____
PREPARING ITEM _____

DIRECTOR OF FINANCE/CFO _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY, MTAB _____

ADOPTED RESOLUTION BE
RETURNED TO Peter Straus, 1 South Van Ness, 7th Floor
ASSIGNED MTAB CALENDAR DATE: _____

EXPLANATION:

As part of the Transbay Terminal redevelopment project, the SFMTA, AC Transit, SamTrans, Golden Gate Transit, WestCAT, and Greyhound have been working closely with the Transbay Joint Powers Authority (TJPA) to relocate all existing transit operations to a temporary Transbay Terminal. The temporary site is located two blocks away from the current terminal on Mission at Fremont Streets and is bounded by Howard, Beale, Main and Folsom streets. This location is presently served by the 1-California, 12-Folsom, 20-Columbus, 30X-Marina Express, 41-Union, 80X-Gateway Express, 81X Caltrain Express, and 82X-Levi Plaza Express transit lines.

The goal of the Transbay Terminal project is to replace the existing facility with a new, world class transit station to serve transit riders using AC Transit, Golden Gate Transit, WestCat, SamTrans, Greyhound, Caltrain, and a proposed high-speed rail line between San Francisco and southern California.

SFMTA staff proposes rerouting the 5-Fulton, 38-Geary, and 38L-Geary Limited transit lines from the current Transbay Terminal facility to the temporary Transbay Terminal. In order to meet both the needs of our existing riders and maintain operational flexibility, staff proposes replacing the 6-Parnassus trolley coach line, currently serving the Transbay Terminal, with the 71-Haight-Noriega and 71L-Haight-Noriega Limited motor coach lines in order to minimize construction of temporary overhead lines. The 6-Parnassus will be rerouted to Steuart Street to replace service for the 71 and 71L transit lines. Service changes will also be required for the 76-Marin Headlands and 108-Treasure Island transit lines.

The opening of the temporary Transbay Terminal will occur in two phases. The reason for the two phases is the demolition of an above ground bus ramp which is used by Greyhound, AC Transit and WestCAT. Demolition cannot occur until operation ceases at the existing Transbay Terminal. Phase 1 is expected to begin in the fall of 2009. The first phase is expected to last three months and will require AC Transit and WestCAT to board passengers on the streets surrounding the temporary

Transbay Terminal. This will require phased service adjustments to the 38, 38L, 71 and 71L transit lines to avoid impacting transit service in the area. Once demolition of the above ground bus ramp is complete, the temporary Transbay Terminal interior will be completed. In phase two, AC Transit and WestCAT will move passenger boarding into the temporary Transbay Terminal. This will require additional service adjustments to the 38, 38L, 71 and 71L transit lines.

The TJPA will fund the capital expenses for new temporary trolley coach overhead and boarding islands to accommodate these route changes. There will be no new operating costs in 2009, but beginning August 2009 (FY 2010), the SFMTA will incur an estimated \$2.5 million in additional costs annually for the approximately five years of service operations at the temporary Transbay Terminal. The resolution attached authorizes the Executive Director/CEO to make further service adjustments as warranted for the year following commencement of service at the temporary Transbay Terminal.

The proposed service changes are statutorily exempt under California Environmental Quality Act pursuant to California Public Resource Code Section 21080(b)(10).

The proposed service and traffic changes are consistent with the following SFMTA Strategic Plan Goals and Objectives:

- Goal 1 – Customer Focus
 - 1.1 – Improve safety and security across all modes of transportation
 - 1.4 – Improve accessibility across transit service
- Goal 2 – System Performance
 - 2.2 – Ensure efficient transit connectivity and span of service
 - 2.4 – Reduce congestion through major corridors
 - 2.5 – Manage parking supply to align with SFMTA and community goals

The TJPA held two public meetings on the proposed transit service and traffic changes on September 17, 2007 and December 13, 2007. The public meeting provided the community an opportunity to comment on the changes. At these two meetings, there was no opposition expressed regarding the proposed transit service changes.

The following traffic, parking and bus stop changes are required in order to accommodate the transit flow and traffic circulation around the temporary Transbay Terminal. These items are proposed for the temporary Transbay Terminal and were heard at a February 1, 2008, public hearing; there were no objection to these changes. Since these are temporary changes relating to a construction project, they do not need approval by the San Francisco Municipal Transportation Agency (SFMTA) Board.

A. FOLSOM STREET:

1. RESCIND - ONE WAY – between Essex and Main Streets
2. ESTABLISH - TOW-AWAY, NO STOPPING ANYTIME - north side, between Essex and Main Streets
3. ESTABLISH - BUS AND TAXI ONLY LANE - eastbound, between 1st and Main Streets, on the left side; and westbound, between Essex and Fremont Streets
4. ESTABLISH - METERED MOTORCYCLE PARKING SPACES – south side from

Beale Street to 165 feet easterly

5. ESTABLISH - DOUBLE LEFT TURN - eastbound at Main Street
6. ESTABLISH - RIGHT TURN ONLY EXCEPT BUSES AND TAXIS - westbound at Fremont Street
7. REVOKE - RIGHT TURN ONLY – westbound at Main Street
8. ESTABLISH - NO TURNS EXCEPT BUSES – westbound at Beale Street
9. ESTABLISH - NO TURNS – westbound at 1st Street
10. ESTABLISH - NO LEFT TURNS EXCEPT BUSES - eastbound at Beale Street
11. ESTABLISH - LEFT TURN ONLY – westbound at Essex Street
12. ESTABLISH - TRAFFIC SIGNAL – at Essex Street intersection
13. ESTABLISH - BUS STOP – north side between 1st and Beale Streets

B. HOWARD STREET

1. ESTABLISH -TOW-AWAY, NO STOPPING ANYTIME – both sides, between Beale and Main Streets and north side, from Main Street to 120 feet easterly
2. ESTABLISH - BUS AND TAXI ONLY LANE – eastbound, between Beale and Main Streets, on the right side
3. ESTABLISH - BUS STOP - south side between Beale and Main Streets; from Main Street to 100 feet westerly, at bus boarding island and south side at curb from Main Street to 100 feet westerly
4. ESTABLISH - PARA-TRANSIT ACCESS TAXI - south side from Beale Street to 120 feet easterly
5. ESTABLISH - RIGHT LANE MUST TURN RIGHT – eastbound at Beale Street.
6. ESTABLISH - NO LEFT TURNS EXCEPT BUSES – eastbound at Main Street

C. BEALE STREET:

1. ESTABLISH -TOW-AWAY, NO STOPPING ANYTIME –east side, between Folsom and Howard Streets
2. ESTABLISH - BUS AND TAXI ONLY LANE - southbound, between Mission and Folsom Streets, on the east side
3. ESTABLISH -CONTRAFLOW LANE - northbound from Folsom Street to mid-block, contraflow lane on the east side
4. ESTABLISH -BUS STOP –west side, from Howard Street to 85 feet southerly (85-foot zone); east side, 120 feet to 270 feet south of Howard Street (150-foot staging zone); and from Howard Street to 120 feet southerly, at east side, bus stop/boarding island;
5. REVOKE - PASSENGER LOADING ZONE FOR CASUAL CARPOOL – east side, from Howard Street to Folsom Street
6. ESTABLISH - PASSENGER LOADING ZONE FOR CASUAL CARPOOL, MONDAY THROUGH FRIDAY –west side, from Folsom Street to 420 feet northerly
7. ESTABLISH - MIDBLOCK BULB-OUT –east side, from 230 feet to 270 feet north of Folsom Street and southbound at Howard Street.

D. MAIN STREET

1. ESTABLISH -TOW-AWAY, NO STOPPING ANYTIME – west side between Folsom and Howard Streets

2. ESTABLISH - BUS AND TAXI ONLY LANE – northbound, between Folsom and Howard Streets, on the left side
3. ESTABLISH - BUS STOP –east side, from Folsom Street to 128 feet northerly (128-foot zone for Sam Trans); east side, from 147 feet to 200 feet north of Folsom Street (53-foot zone for Sam Trans); east side, from Howard Street to 140 feet southerly (140-foot zone for Golden Gate Transit); east side, from 250 feet to 325 feet south of Howard Street (75-foot zone for Sam Trans); west side, from Folsom Street to 80 feet south of Howard Street (470-foot zone); west side, from Howard Street to 80 feet southerly, of bus stop/boarding island; and east side, from Howard Street to 81 feet northerly
4. ESTABLISH -NO LEFT TURN EXCEPT MUNI – northbound at Howard Street
5. ESTABLISH - TRANSIT CONTRAFLOW LANE – southbound between Folsom and Howard Streets, contraflow lane on the west side
6. REVOKE - METERED MOTORCYCLE PARKING SPACES – west side, from Howard Street to 154 feet southerly; and west side, from 187 feet to 201 feet south of Howard Street

E. FREMONT STREET:

1. ESTABLISH - TOW-AWAY, NO STOPPING MONDAY-FRIDAY, 7-9AM AND 3-7PM – east side, between Folsom and Harrison Streets; and
2. ESTABLISH - BUS AND TAXI ONLY LANE – northbound, between Folsom and Harrison Streets on the right side; and

F. ESSEX STREET

1. ESTABLISH - TOW-AWAY, NO STOPPING ANYTIME –both sides, between Folsom and Harrison Streets
2. ESTABLISH - BUS AND TAXI ONLY LANE –east side, northbound bus and taxi only lane on the right side and west side, southbound bus and taxi only lane on the left side.

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

RESOLUTION No. _____

WHEREAS, The Transbay Terminal will be relocated to a temporary site located two blocks away from the existing site and bounded by Main, Beale, Howard and Folsom streets while a new replacement facility is built; and

WHEREAS, SFMTA proposes to reroute its existing transit lines serving the Transbay Terminal to serve the temporary facility; and

WHEREAS, The Transbay Joint Powers Authority (TJPA) has performed extensive outreach to inform the public of the proposed transit service changes including holding two public meetings on September 17, 2007, and December 13, 2007; and

WHEREAS, Demolition of an above-ground Transbay Terminal ramp will require relocation of existing transit lines to the temporary facility, and

WHEREAS, The proposed service changes are statutorily exempt from the California Environmental Quality Act pursuant to California Public Resources Code Section 21080(b)(10), and

WHEREAS, The proposed service changes are consistent with SFMTA Strategic Plan Goals 1 and 2 and appropriate objectives, now, therefore, be it

RESOLVED, That service changes for the 6-Parnassus, 71-Haight/Noriega, and 71L-Haight-Noriega Limited transit lines will occur prior to closure of the Transbay Terminal; and

RESOLVED, That routing for the 38-Geary, 38L-Geary Limited, 71-Haight/Noriega, and 71L-Haight-Noriega Limited transit lines will occur based on the phased construction of the temporary Transbay Terminal; and

RESOLVED, That the Municipal Transportation Agency Board of Directors authorizes the San Francisco Municipal Transportation Agency to adjust service on Muni motor coach and trolley coach lines as follows:

5-Fulton

- Discontinue inner portion of route from Market Street and First Street, right on First Street, left on Transbay Terminal bus ramp to terminal; return via Transbay Terminal bus ramp, left on Fremont Street to Market Street;
- Establish inner portion of route from Market Street at First Street, continuing via Market Street, right on Beale Street, left on Howard Street to terminal; return via Howard Street, left on Main Street, left on Market Street, continuing via regular route;

6-Parnassus

- Discontinue inner portion of route from Market Street and First Street, right on First Street, left on Transbay Terminal bus ramp to terminal; return via Transbay Terminal bus ramp, left on Fremont Street to Market Street;
- Establish inner portion of route from Market Street at First Street, continuing via Market Street, right on Spear Street, left on Mission Street, left on Steuart Street to terminal; return via Steuart Street, left on Market Street, continuing via regular routing;

10-Townsend

- Discontinue portion of outbound route as follows, from Second Street and Mission Street, left on Mission Street, right on First Street, right on Howard Street to Second Street;
- Establish outbound portion of route from Second Street at Mission Street, and continuing via Second Street to regular route;

14L-Mission Limited:

- Discontinue inner portion of Saturday short-line route from Mission Street and Beale Street, right on Beale Street, right on Howard Street, right on Fremont Street to terminal; return via Fremont Street to Mission Street;
- Establish inner portion of Saturday short-line route as follows, from Mission Street at Beale Street, continuing via Mission Street, left on Main Street, right on Market Street, right on Spear Street, right on Mission Street to terminal at Main Street; return via Mission Street, continuing via regular routing;

38-Geary:

- Discontinue inner portion of route from Market Street and First Street, right on First Street, left on Transbay Terminal bus ramp to terminal; return via Transbay Terminal bus ramp, left on Fremont Street to Market Street;
- Establish inner portion of route as follows for Phase 1, from Market Street at First Street, continuing via Market Street, right on Spear Street, right on Howard Street to a terminal at Main Street; return via Howard Street, right on Fremont Street, left on Market Street, continuing via regular route;
- Establish inner portion of route as follows for Phase 2, from Market Street at First Street, continuing via Market Street, right on Beale Street, left on Folsom Street, left on Main Street to terminal; return via Main Street, left on Market Street, continuing via regular route;

38L-Geary Limited:

- Discontinue inner portion of route from Market Street and First Street, right on First Street, left on Transbay Terminal bus ramp to terminal; return via Transbay Terminal bus ramp, left on Fremont Street to Market Street;
- Establish inner portion of route as follows for Phase 1, from Market Street at First Street, continuing via Market Street, right on Spear Street, right on Howard Street to a terminal at Main Street; return via Howard Street, right on Fremont Street, left on Market Street, continuing via regular route;
- Establish inner portion of route as follows for Phase 2, from Market Street at First Street, continuing via Market Street, right on Beale Street, left on Folsom Street, left on Main Street to terminal; return via Main Street, left on Market Street, continuing via regular route;

71-Haight-Noriega:

- Discontinue inner portion of route from Market Street at First Street, via Market Street, right on Spear Street, left on Mission Street, left on Steuart Street to terminal; return via Steuart Street, left on Market Street to Front Street;
- Establish inner portion of route as follows prior to Phase 1, from Market Street and First Street, continuing right on First Street, left on Transbay Terminal bus ramp to terminal; return via Transbay Terminal bus ramp, left on Fremont Street, left on Market Street, continuing via regular route;
- Establish inner portion of route as follows for Phase 1, from Market Street and First Street, continuing via Market Street, right on Beale Street, to terminal at Howard Street; return via Beale Street, right on Folsom Street, right on Fremont Street, left on Market Street, continuing via regular route;
- Establish inner portion of route as follows for Phase 2, from Market Street and First Street, continuing right on Beale Street to a terminal south of Howard Street;

return via Beale Street, left on Folsom Street, left on Main Street, left on Market Street, continuing via regular route;

71L-Haight-Noriega Limited:

- Discontinue inner portion of route from Market Street at First Street, via Market Street, right on Spear Street, left on Mission Street, left on Steuart Street to terminal; return via Steuart Street, left on Market Street to Front Street;
- Establish inner portion of route as follows prior to Phase 1, from Market Street and First Street, continuing right on First Street, left on Transbay Terminal bus ramp to terminal; return via Transbay Terminal bus ramp, left on Fremont Street, left on Market Street, continuing via regular route;
- Establish inner portion of route as follows for Phase 1, from Market Street and First Street, continuing via Market Street, right on Beale Street, to terminal at Howard Street; return via Beale Street, right on Folsom Street, right on Fremont Street, left on Market Street, continuing via regular route;
- Establish inner portion of route as follows for Phase 2, from Market Street and First Street, continuing right on Beale Street to a terminal south of Howard Street; return via Beale Street, left on Folsom Street, left on Main Street, left on Market Street, continuing via regular route;

76-Marin Headlands:

- Discontinue portion of inbound route from Market Street at First Street, right on First Street to Howard Street;
- Discontinue portion of outbound route from Folsom Street at Fremont Street, left on Fremont Street to Market Street;
- Establish portion of inbound route from Market Street at First Street, continuing via Market Street, right on Beale Street, right on Howard Street, continuing via regular route;
- Establish portion of outbound route from Folsom Street at Fremont Street, continuing via Folsom Street, left on Main Street, left on Market Street, continuing via regular route;

108-Treasure Island:

- Discontinue portion of inbound route from I-80 and Fremont Street, left on Fremont Street, left on Mission Street, left on First Street to Howard Street
- Discontinue portion of outbound route from 4th Street at Townsend Street, right on Townsend Street, left on Third Street, right on Folsom Street, left on Fremont Street, right on Transbay Terminal bus ramp to terminal;
- Establish inbound route from I-80 off-ramp at Fremont, continuing via I-80 off-ramp to Folsom Street, left on Folsom Street, left on Main Street, left on Howard Street, continuing via regular route;
- Establish outbound route from 4th Street at Townsend Street, continuing via 4th Street, right on Townsend Street, left on The Embarcadero, left on Bryant Street, right on Main Street, right on Howard Street, right on Spear Street, on Third Street, right on Folsom Street, left on Essex Street I-80, continuing via regular route; and, be it further

RESOLVED, That the Board of Directors authorizes the Executive Director/CEO to

make further service adjustments as warranted for the year following commencement of service to the temporary Transbay Terminal.

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

NOTICE OF STATUTORY EXEMPTION
California Environmental Quality Act (CEQA)

TO:

City and County of San Francisco
City Hall
County Clerk
1 Carlton B. Goodlett Place
San Francisco, CA 94102

FROM:

City and County Of San Francisco
MTA/Dept. of Parking and Traffic
1 South Van Ness Ave
San Francisco, CA 94103

DATE: February 13, 2008

Project Title: Muni reroutes from Transbay Terminal bus to a temporary Transbay Terminal.

Project Location – Specific: From existing Transbay Terminal on Mission Street between First Street and Fremont Street to Howard Street and Folsom Street between Main Street and Beale Street.

Description of Nature, Purpose, and Beneficiaries of Project:

Route changes to Muni Lines 5-Fulton, 6-Parnassus, 10-Townsend, 14L-Mission Limited, 38-Geary, 38L-Geary Limited, 71-Haight/Noriega, 71L-Haight/Noriega Limited, 76-Marin Headlands, and 108-Treasure Islands are required to accommodate the relocation of transit operations at the Transbay Terminal to a temporary location for a period of 5 years while a new facility is constructed. This would involve removing service off of First Street completely between Market and Howard Streets and onto Beale Street from Market to Folsom Streets in the southbound direction. It will also require removing most Muni service off of Fremont Street from Mission to Market Streets and onto Main Street from Folsom to Market Streets in the northbound direction.

These reroutes will maintain connections between Muni services and other regional transit agencies serving the Transbay Terminal.

Name of Public Agency Approving Project: City and County of San Francisco

Name of Person or Agency Carrying Out Project: Municipal Transportation Agency/ Department of Parking and Traffic

Exempt Status: Statutory Exemption

Reason why project is exempt: Statutory Exemption under CEQA California Public Resource Code 21080(b)(10) “a project for the institution or increase of passenger or commuter services on rail or highway rights-of-way already in use, including modernization of existing stations and parking facilities.”

Gerald Robbins Date
MTA/Department of Parking and Traffic

Contact Person: Matthew Lee, Transit Planner

Telephone: (415) 701-4378

