

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Authorizing the extension of the existing sole source agreement between the SFMTA and Serco Inc., for Services in Support of the SF*park* Program for two years, until June 30, 2014, and amending San Francisco Transportation Code, Division II, Section 412, to extend the expiration date for Parking Meter Zone Five to June 30, 2014.

SUMMARY:

- There have been four amendments since the start of the sole-source agreement with Serco in support of the SF*park* Program pilots, including a two-year extension from June 2010 to June 2012, and an increase in funding from \$22.08 million to \$44 million to expand pilot parameters.
- Funding has come from two sources: A federal Urban Planning Partnership grant and a loan from Metropolitan Transportation Commission's (MTC) Congestion Mitigation and Air Quality (CMAQ) Fund.
- SF*park* Program accomplishments to date include installation of more than 6,000 parking meters with credit card payment options and vehicle sensing equipment, successful rate adjustments at both on- and off-street pilot locations, development of data warehouse and business intelligence tools and a cell phone application to allow the public to identify potential parking options.
- Approving the extension of the contract to June 2014 will allow the SFMTA to complete the groundbreaking work already in progress to more effectively manage parking needs using demand-response pricing, reduce traffic congestion within the City and serve as a model for other cities considering similar efforts.
- Along with the contract extension, the SFMTA Board is asked to approve a modification to the Transportation Code that would continue designation of the SF*park* pilot area (Parking Meter Zone Five) until June 30, 2014.
- Additional authorization from the Board of Supervisors is needed to waive the competitive procurement requirements under Chapter 21 of the San Francisco Administrative Code.

ENCLOSURES:

1. SFMTAB Resolution
2. Fifth Amendment to the SF*park* Agreement with Serco, Inc.
3. Transportation Code modification, Division II, Section 412.

APPROVALS:

DATE

DIRECTOR _____ 6/12/12

SECRETARY _____ 6/12/12

ASSIGNED SFMTAB CALENDAR DATE: June 19, 2012

PURPOSE

Request the SFMTA Board of Directors to authorize the extension of the current sole source agreement with Serco, Inc. for services supporting the SF*park* Program for an additional two years, until June 30, 2014, and amend the San Francisco Transportation Code, Division II, Section 412, to extend the expiration date for Parking Meter Zone Five to June 30, 2014.

GOAL

The proposed resolution would support the following SFMTA FY 2013 – 2018 Strategic Plan Goals:

- Goal 1: Create a safer transportation experience for everyone, and
- Goal 3: Improve the environment and quality of life in San Francisco

DESCRIPTION

SFMTA Board and Board of Supervisors approval history for the SF*park* Program:

- November 6, 2007: Authorization to accept \$58 million in federal Urban Planning Partnership Funds. Approximately \$20 million of funding is designated to developing and evaluating a variable pricing strategy including special event pricing, peak demand pricing and market-based pricing to achieve 85% occupancy of off-street and on-street parking (subsequently titled SF*park* Program).
- April 15, 2008: Authorization of a sole-source agreement with Serco Inc., to provide services in support of the SF*park* Program for an amount not to exceed \$23 million, for a term ending June 3, 2010 (Resolution 08-067). The Board of Supervisors (BOS) subsequently approves the contract for a not-to-exceed amount of \$22.08 million on June 24, 2008.
- September 15, 2009: Due to a delay in receiving project funds from Caltrans, the SFMTA Board authorizes the First Amendment, an extension of the contract from June 3, 2010 to June 30, 2012 (Resolution 09-167).
- February 9, 2010: The BOS approves uncodified Ordinance No. 35-10 to authorize the SFMTA to extend the Serco Inc. contract for an additional forty-nine months by waiving the two-year limit for pilot project contracts until July 1, 2012.
- August 3, 2010: Authorization to accept a \$22 million loan from the Metropolitan Transportation Commission's (MTC) Congestion Mitigation and Air Quality (CMAQ) Improvement funds (Resolution 10-107). Funds will be used to expand the existing pilot scope and will be paid back to the MTC over the next five years. BOS approval to accept funds is subsequently granted.
- May 28 and November 19, 2011: The Second and Third Amendments were approved by the Director of Transportation. Since these amendments were procedural in nature and did not alter the scope of services or the not-to-exceed amount, SFMTA Board or BOS approval was not required.

- June 28, 2011: Upon receipt of the funding, approval of the Fourth Amendment was granted to increase the Contract's not-to-exceed amount to \$44.08 million. Subsequent BOS approval is granted on August 2, 2011.

Current Status of SFpark Program

The SFpark Program and associated pilots was launched on April 21, 2011, after establishing the infrastructure needed for evaluation. The first adjustment to rates was completed on July 27, 2011. Since the program began, SFMTA has completed the following tasks:

- Introduced credit card capability for parking meters within SFpark pilot areas.
- Introduced pay-by-phone capability to parking meters, including those that have no credit card payment option.
- Conducted five rate adjustments, both on-street and in public garages.
- Tested emerging parking meter technology from five vendors in support of future citywide replacement of current meters.
- Installed approximately 8,200 on-street parking space sensors.
- Installed approximately 6,065 state-of-the-art parking meters and paystations with wireless communications that allow for demand-responsive pricing.
- Developed data warehouse and business intelligence tool to facilitate gathering, storage and assessment of data for demand-responsive pricing and evaluation of the pilots.
- Development of smart phone application to allow public to access parking availability.

Reasons for the Extension Request:

- The SFMTA did not receive the SFpark Supplemental Agreement and associated funding from CalTrans until June, 2009, which resulted in a delay in the project schedule.
- The original parking sensor vendor could not meet performance requirements for the project.
- The technical complexity involved in having multiple vendors supporting the project resulted in significant delays.
- Should the contract terminate in June 2012, the SFpark program will have operated for only fourteen months, which will result in insufficient data collection and evaluation to meet the requirements of the Federal Highway Administration's grant funding requirements.
- Extending this Agreement will allow the Municipal Transportation Agency to prepare for and execute a transition plan for a citywide approach to parking management.

Next Steps:

Upon approval of the proposed extension, the SFMTA will complete pilot projects associated with the *SFpark* Program and make a recommendation regarding citywide expansion. Remaining tasks include the following:

- Continue operation of the pilot project through the evaluation period.
- Conduct post-pilot period data collection and evaluation to evaluate the pilot.
- Use lessons learned to develop proposal for how to transition *SFpark* from pilot to permanent status.
- Use lessons learned to inform future parking-related RFPs.
- Execute and evaluate test for directed enforcement using real-time information to show both occupied and unpaid spaces.
- Continue ongoing operations for parking equipment, data management, evaluation, and program refinement.

Transportation Code Amendment:

In support of the tasks above, the SFMTA Board is also asked to approve an amendment to the San Francisco Transportation Code, Division II, Section 412, to extend Parking Meter Zone Five, established within existing parking meter areas 1-4 and consisting of the *SFpark* pilot areas, to June 30, 2014, to coincide with the end of the pilot term.

ALTERNATIVES CONSIDERED

If the agency opted not to extend the current contract, the *SFpark* Program would have operated for only fourteen months, which will result in insufficient data collection and evaluation to meet the Federal Highway Administration's grant funding requirements. Vendor and sub-contractor services currently established through Serco in support of *SFpark* would have to be procured separately, resulting in gaps in service and data.

FUNDING IMPACT

There is no funding impact to extending the program, because funding received has not been exhausted and there are no plans to modify the not-to-exceed amount of \$44.08 million, nor the scope of work.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The Planning Department has determined that the actions contemplated by extending the agreement are categorically exempt (Class 6) from environmental review under the California Environmental Quality Act (California Public Resources Code section 21000, et seq.) because there are no substantial project changes, no substantial changes in project circumstances, and no new information of substantial importance that would change the conclusions from the prior exemption determination by the Planning Department in 2008. In 2008, the Planning Department determined that the project was categorically exempt (Class 6) from environmental review for purposes of basic data collection, research, and resource evaluation activities that did not result in a serious or major disturbance to an environmental resource.

The extension of the existing contract with Serco Inc. also requires approval from the Board of Supervisors (through an uncodified ordinance) to waive the two year limitation on the exception for pilot programs to the competitive bidding requirements of Chapter 21 of the San Francisco Administrative Code. This request was introduced to the BOS on April 24, 2012 and is expected to be approved by June 26, 2012, following the 30-day wait period applied to all ordinances introduced, a BOS committee hearing, and two readings by the BOS.

The Contract Procurement Division, the Contract Compliance Division and the City Attorney's Office have reviewed the calendar item.

RECOMMENDATION

The SFMTA recommends that the SFMTA Board of Directors authorize the extension of the existing sole source agreement between the SFMTA and Serco Inc., for Services in Support of the SF*park* Program for two years, until June 30, 2014, and approve the amendment to San Francisco Transportation Code, Division II, Section 412, to extend the expiration dated for Parking Meter Zone Five to June 30, 2014. This action will allow the SFMTA to complete the groundbreaking work already in progress to more effectively manage parking needs using demand-response pricing, reduce traffic congestion within the City and serve as a model for other cities considering similar efforts.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, On April 15, 2008, the SFMTA entered into a sole source agreement with Serco, Inc. for service in support of the SF*park* Program and associated pilot projects; and,

WHEREAS, There have been four amendments to the agreement, including a two-year time extension from June 3, 2010 to June 30, 2012, and an increase in funding from \$22.08 million to \$44 million to expand pilot parameters; and,

WHEREAS, SF*park* Program accomplishments to date include installation of more than 6,000 parking meters with credit card payment options and vehicle sensing equipment, successful rate adjustments at both on- and off-street pilot locations, development of data warehouse and business intelligence tools and a cell phone application to allow the public to identify potential parking options; and,

WHEREAS, The SFMTA requires additional time for the program because if the program should terminate in June 2012, the SF*park* Program will have operated for only fourteen months, which will result in insufficient data collection and evaluation to meet the requirements of the Federal Highway Administration's grant funding requirements; and,

WHEREAS, Extending this Agreement will also allow the Municipal Transportation Agency to prepare for and execute a transition plan for a citywide approach to parking management; and,

WHEREAS, The San Francisco Transportation Code must also be modified to extend the expiration date for the pilot area designated as Parking Meter Zone Five until June 30, 2014; and,

WHEREAS, In 2008, the Planning Department determined that the project is categorically exempt (Class 6) from environmental review under the California Environmental Quality Act (California Public Resources Code section 21000, et seq.) for purposes of basic data collection, research, and resource evaluation activities that do not result in a serious or major disturbance to an environmental resource; and,

WHEREAS, The Planning Department further finds that there are no substantial project changes, no substantial changes in project circumstances, and no new information of substantial importance that would change the conclusions set forth in the exemption determination by the Planning Department in 2008 that the proposed project is categorically exempt (Class 6) from environmental review under the California Environmental Quality Act; and,

WHEREAS, Said CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by this reference; and,

WHEREAS, The extension of the existing contract with Serco Inc. also requires approval from the Board of Supervisors (through an uncodified ordinance) to waive the two-year limitation on the exception for pilot programs to the competitive bidding requirements of Chapter 21 of the San Francisco Administrative Code; and,

WHEREAS, San Francisco Transportation Code, Division II, Section 412 needs to be amended to extend the expiration date for Parking Meter Zone Five to June 30, 2014; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the extension of the existing agreement with Serco, Inc. for services in support of the *SFpark* Program and associated pilot projects conditioned upon Board of Supervisors' approval of a waiver of the competitive bidding requirements of Section 21 of the San Francisco Administrative Code, and, be it further

RESOLVED, That the SFMTA Board of Directors amends the San Francisco Transportation Code, Division II, Section 412, to extend the expiration date for Parking Meter Zone Five to June 30, 2014.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of June 19, 2012.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

**CITY AND COUNTY OF SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

FIFTH AMENDMENT

THIS FIFTH AMENDMENT (this "Amendment") is made as of **July 1, 2012**, in San Francisco, California, by and between Serco Inc. ("Contractor" or "Serco"), and the City and County of San Francisco, acting by the through its San Francisco Municipal Transportation Agency ("City" or "SFMTA").

RECITALS

- A. WHEREAS, SFMTA and Contractor have entered into the Agreement (as described below);
- B. WHEREAS, SFMTA and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Definitions.

- a. The following definitions shall apply to this Amendment:

Agreement. The term "Agreement" shall mean the Agreement between the City and Contractor for Administrative Services in Support of the SF*park* Project, dated as of **June 1, 2008**, as amended by the:

**First Amendment, dated September 15, 2009,
Second Amendment, dated May 28, 2010,
Third Amendment, dated November 19, 2010, and
Fourth Amendment, dated August 17, 2011.**

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

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

- a. Section 2 of the Agreement is amended in its entirety to read as follows:

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be seventy-three (73) months from the effective date of the Agreement as stated in the Notice to Proceed first issued by the City to the Contractor under this Agreement. In no case shall the term of this Agreement extend beyond June 30, 2014.

- b. Appendix A of the Agreement is amended in its entirety to read as follows

APPENDIX A

SCOPE OF WORK

TASK 1. Contract Procurement Support

Contractor shall, upon written request of the SFMTA, serve as a contractor/purchasing agent for the SFMTA in the procurement of equipment, parking meters, materials, software, and related equipment (collectively hereinafter "Equipment") and related services to support SFMTA Pilot Projects for testing and evaluating various parking meters, parking payment systems, and other traffic regulation and control devices ("Pilot Projects"). Contractor shall, within five (5) working days of SFMTA request, assist the SFMTA to develop specifications and cost estimates for the procurement of the Equipment. SFMTA will provide the standards, specifications and terms and conditions for each Equipment procurement, as well as standards, specifications, quantities and delivery dates for Equipment and any required spare parts.

SFMTA will review the Contractor's proposed specifications for the procurement and cost estimates. SFMTA reserves the right to modify standards, Equipment specifications, quantities and delivery dates, and may request modifications of the Contractor's proposal at no additional cost to SFMTA.

Contractor shall, within three (3) working days of SFMTA delivery of a specification, solicit discount agreements with subcontractors/vendors as requested by SFMTA to procure the Equipment. Contractor shall when negotiating purchasing agreements specify liquidated damages to be paid by the supplier, as directed by SFMTA, for late delivery of goods, or delivery of goods that do not comply with specifications. Contractor shall, when requested in writing by SFMTA, within five (5) working days of SFMTA delivery of specification, seek bids from at least three qualified vendors. The SFMTA reserves the right to reject a supplier or subcontractor proposed by Contractor based on qualifications or price. If the Contractor is unable to obtain at least three (3) bids from qualified subcontractors, the SFMTA may require that the Contractor solicit additional qualified contractors until three (3) are obtained. The SFMTA shall not compensate the Contractor for any additional costs associated with obtaining qualified subcontractors.

Contractor shall receive all materials purchased for use under this Agreement, inspect them for compliance with the procurement specifications. Contractor shall return to the appropriate vendor, supplier or manufacturer any Equipment received that does not comply with SFMTA specifications and requirements, at no cost to the SFMTA.

Contractor is responsible for then obtaining Equipment that does comply with SFMTA specifications and requirements. Contractor shall provide warehouse space for the storage of Equipment based upon a negotiated rate to be reimbursed by SFMTA. Contractor shall also provide, in the same space as the warehouse space, space to be used as a staging area for installation of equipment and activities that precede installation or activation of equipment.

Contractor shall provide project management and technical oversight for all Equipment procurements. Contractor shall solicit discount agreements with subcontractors as requested by SFMTA. Contractor shall use reasonable efforts that each of its subcontractors performs to the standards and specifications stated in this Agreement and as may be further provided in writing by the SFMTA to the satisfaction of the SFMTA.

Task 1 Payment Schedule - Compensation for Equipment Procurement

The SFMTA shall pay Contractor an administrative fee for its procurement of Equipment that is authorized by SFMTA, calculated as a percentage of the cost of the Equipment. Contractor shall not divide a single procurement into multiples or issue multiple purchase orders in order to qualify for a higher percentage compensation. Contractor's procurement compensation shall be calculated as a percentage of the total costs of all Equipment procured from a single source, manufacturer or vendor, regardless of the number of purchase orders issued. The administrative fee shall be calculated as follows:

Value of Equipment Procured	Administrative Fee
\$0 to \$499,999.99	6.0%
\$500,000.00 to \$749,999.99	5.5%
\$750,000.00 and above	5.0%

TASK 2. Parking Pilot Projects/Trial Support Services

Contractor shall, upon written request from SFMTA, provide support for parking pilots and trials conducted by the Agency, as set below.

1. Work Scope and Staffing Assessment.

SFMTA shall provide the Contractor with a proposed scope of services as it relates to the following items:

- a. Project Management
- b. Installation Supervision
- c. Installation Assistance
- d. Technical Support
- e. Training
- f. Product Support
 - i. Product Receipt
 - ii. Factory Acceptance Test

- iii. Delivery
- iv. Return Merchandise Authorization (RMA)
- g. Data Capture and Analysis
- h. Communications/Marketing
- i. Other services to support SFMTA Pilot Projects as agreed to between parties.

Within ten (10) working days of receipt of the SFMTA’s scope of work, Contractor shall provide SFMTA with a detailed work plan and price quote. The price quote must detail staffing requirements by specific classification and total hours for each classification.

SFMTA will review the Contractor’s proposed work plan and price quote and recommend any changes as appropriate. SFMTA reserves the right to modify its scope of work, or the Contractor’s work plan and request a new price quote and work plan at no additional cost to SFMTA.

Contractor shall, within five (5) working days of SFMTA written request, seek at least three (3) bids from qualified subcontractors to subcontract services for training, Equipment installation, planning, communications/marketing, and other services as directed by the SFMTA. The SFMTA reserves the right to reject a subcontractor based on qualifications or price. If the Contractor is unable to obtain at least three (3) bids from qualified subcontractors, the SFMTA may request that the Contractor solicit additional qualified contractors until three (3) are obtained. The SFMTA shall not compensate the Contractor for any additional costs associated with obtaining qualified subcontractors. Upon receipt of SFMTA purchase order/notice to proceed, Contractor shall execute subcontract agreement within five (5) business days.

Task 2 Payment Schedule

The SFMTA shall compensate Contractor for work on Task 2, provided that work meets SFMTA requirements, as follows:

Task 2 Parking Pilot Project / Trial Support Services	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Project Management	\$58.62	\$60.98	<i>No increase</i>	<i>No increase</i>	\$62.66	\$64.38
Data Collection	\$41.04	\$42.87	<i>No increase</i>	<i>No increase</i>	\$44.05	\$45.26
Technical Analyst Support	\$48.88	\$50.81	<i>No increase</i>	<i>No increase</i>	\$52.21	\$53.64

Task 2 Parking Pilot Project / Trial Support Services	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Product Support Technician	\$43.12	\$44.87	<i>No increase</i>	<i>No increase</i>	\$46.10	\$47.37

Year 5 rates shall take effect upon the Effective Date of this amendment. Year 6 rates shall take effect one year after the Effective Date of this amendment.

TASK 3. *Meter Replacement Pilot Project*

SFMTA shall provide the Contractor with a proposed scope of services for the Meter Replacement Project. Within ten (10) working days of receipt of SFMTA scope of work, Contractor shall provide SFMTA with a detailed work plan and price quote for the work and services listed below. The Contractor shall include a proposed schedule showing crew assignments by date, time and location. The price quote must detail staffing requirements by specific classification and total hours for each classification.

Contractor shall seek at least three (3) bids from qualified subcontractors to subcontract construction services as related to the meter pilot replacement project, as the provision of those services may be governed by applicable federal, state and local statutes. The SFMTA reserves the right to reject a subcontractor based on qualifications or price. If the Contractor is unable to obtain at least three (3) bids from qualified subcontractors, the SFMTA may request that the Contractor solicit additional qualified contractors until three (3) are obtained. The SFMTA shall not compensate the Contractor for any additional costs associated with obtaining qualified subcontractors.

SFMTA will review the Contractor’s proposed work plan and price quote and recommend any changes as appropriate. SFMTA reserves the right to modify the scope of work, or the Contractor’s work plan and require a new price quote and work plan from Contractor at no additional cost to SFMTA.

Contractor and/or designated subcontractors may be required to commence meter replacement as early as ten (10) working days after receiving a Notice to Proceed from SFMTA, unless an alternative date is agreed to by the SFMTA and the Contractor.

Street Survey Crew. Contractor and/or designated subcontractors shall investigate and document the pre-existing conditions in the pilot area. This phase shall include data collection (such as number of spaces occupied, time of day occupancy, customer intercept surveys, etc.), site conditions, construction planning, public and retail notifications of pending construction, provision of an e-mail address for additional information /clarification. The Street Survey Crew shall consist of two (2) Field Technicians.

Installation Crew. Using the results of the street survey, Contractor and/or designated subcontractors shall perform the non-construction installation of the Equipment designated for a particular Pilot Project. Contractor and/or designated subcontractors shall provide the services described below with a crew comprised of one (1) Field Supervisor and two (2) Field Technicians. Contractor shall install new Equipment (including but not limited to parking meters, sensors, parking space numbering, and signs) following manufacturer's and SFMTA's guidelines, directions and requirements.

Removal Crew. Upon written approval of SFMTA, Contractor and/or designated subcontractors Removal Crew shall remove the designated parking technology and restore the location to the SFMTA required standards. The crew shall consist of one (1) Field Supervisor and two (2) Field Technicians.

Activation Crew. Contractor and/or designated subcontractors shall activate Equipment and ensure it functions to specified standards. This service shall be provided by a Field Technician with the support of Contractor's existing staff (Product Support Technician).

Acceptance Testing and Exit Survey Crew. Utilizing test procedures provided by the Equipment supplier, and approved by SFMTA, Contractor and/or designated subcontractors shall test and document the Equipment's compliance with the functions required in the procurement specifications provided or approved by SFMTA. Contractor shall report all discrepancies to the Equipment supplier for correction. The Acceptance Testing Crew shall be comprised of two (2) Field Technicians.

Work Force. Contractor shall perform the services described in this Task utilizing its existing staff or subcontractors, in compliance with applicable federal, state and local statutes. If Contractor's existing staff or subcontractors prove insufficient to meet Pilot Project testing schedules, Contractor shall notify the SFMTA of the need for additional staffing, and shall negotiate with the SFMTA supplemental staffing costs in advance of incurring these costs using the labor rates set out in the table below. All labor rates quoted below include all overhead and labor costs.

Contractor shall provide status updates on meter replacements to the SFMTA on a weekly basis, which shall include, but not be limited to, the number of meter replacements completed by location.

Task 3 Payment Schedule

The SFMTA shall compensate Contractor for work on Task 3 on a pro-rated basis in relation to work completed, provided that work meets SFMTA requirements, at the following weekly rate:

Task 3 Meter Replacement Pilot Project	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Street Survey Crew	\$ 4,311.09	\$ 4,484.40	<i>No increase</i>	<i>No increase</i>	\$3,792.44	\$3,896.73
Installation Survey Crew	\$ 7,458.87	\$ 7,758.52	<i>No increase</i>	<i>No increase</i>	\$6,408.74	\$6,584.98
Removal Crew	\$ 7,165.31	\$ 7,453.22	<i>No increase</i>	<i>No increase</i>	\$6,594.62	\$6,775.97
Activation Crew	\$ 2,585.89	\$ 2,700.16	<i>No increase</i>	<i>No increase</i>	\$2,195.72	\$2,256.10
Acceptance Testing & Exit Survey Crew	\$ 4,311.09	\$ 4,484.41	<i>No increase</i>	<i>No increase</i>	\$3,776.79	\$3,880.65

Year 5 rates shall take effect upon the Effective Date of this Contract. Year 6 rates shall take effect one year after the Effective Date of this Contract.

If the Contractor is unable to replace a parking meter per the Contractor's approved work plan such that a person occupying a parking space that is normally metered is unable to pay, Contractor shall provide a credit on supplier's invoice, to flow to SFMTA as part of the vendor invoice approval process, with the expected revenue that would have been generated had the parking space had a functioning meter.

TASK 4. Information Technology (IT) Support Services

SFMTA shall provide the Contractor with a proposed scope of services related to providing additional IT services for the City's existing Parking Meter Management System (SFPMMMS). The IT Solutions Developer shall be assigned to exclusively to the SFMTA, locally-based and provided by the Contractor. Contractor shall provide all necessary Commercial Off The Shelf (COTS) software and associated licensing to the SFMTA at the end of the Contract Term.

SFMTA reserves the right to request additional IT support for tasks relating to the Pilot Projects listed above.

Within ten (10) working days of receipt of SFMTA scope of work or requests for additional IT support, Contractor shall provide SFMTA with a detailed work plan and price quote. Price quote must detail staffing requirements by specific classification and total hours for each classification.

SFMTA will review the Contractor's proposed work plan and price quote and recommend any changes as appropriate. SFMTA reserves the right to modify its scope of work, or the Contractor's work plan and request a new price quote and work plan at no additional cost to SFMTA.

Within fifteen (15) calendar days of receiving a Notice to Proceed from the SFMTA, the shall provide additional IT services as specified in the work plan, unless an alternative date is agreed to by the SFMTA and the Contractor. Contractor will grant a credit of \$300 to the SFMTA for each working day that functional IT services are not available after these fifteen (15) calendar days.

Task 4 Payment Schedule

The SFMTA shall compensate Contractor for work on Task 5, provided that work meets scope of work requirements, as follows:

Task 4 Information Technology (IT) Support Services	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Project Management	\$77.65	\$80.75	<i>No increase</i>	<i>No increase</i>	\$82.97	\$85.25
IT Solutions Developer	\$98.69	\$102.64	<i>No increase</i>	<i>No increase</i>	\$157.25	\$161.57
IT Support	\$208.02	\$218.74	<i>No increase</i>	<i>No increase</i>	\$139.00	\$142.82
IT Solutions Developer Rate	\$98.69	\$102.64	<i>No increase</i>	<i>No increase</i>	\$157.25	\$161.57

Year 5 rates shall take effect upon the Effective Date of this amendment. Year 6 rates shall take effect one year after the Effective Date of this amendment.

The total compensation from the SFMTA to the Contractor for Tasks 1, 2, 3 and 4 shall not exceed \$44,080,000.

SFpark Pilot Project Schedule
Attachment 1
to Appendix A Scope of Work

Parking Pilot Areas	Start date: Sensors operational	Start date: Meters operational	End date	Approx. number of metered spaces
Downtown area	8/2/2008	10/1/2008	12/31/2009	1,750
Civic Center/ Hayes Valley	7/17/2008	9/15/2008	12/31/2009	900
Fillmore	6/16/2008	8/15/2008	12/31/2009	525
Fisherman's Wharf	7/17/2008	9/15/2008	12/31/2009	525
Southern Embarcadero	10/2/2008	12/1/2008	12/31/2009	525
Chestnut/Lombard	6/16/2008	8/15/2008	12/31/2009	280
Residential (pay and display)	7/3/2008	9/1/2008	12/31/2009	725
Control: Mission/ Valencia (sensors and meters)	7/3/2008	9/1/2008	12/31/2009	725
Control: Union Street (sensors and meters)	6/2/2008	8/1/2008	12/31/2009	180
Control: Clement/ Geary (sensors only)	6/1/2008	NA	12/31/2009	525
Control: West Portal (sensor only)	7/2/2008	NA	12/31/2009	100

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective as of July 1, 2012.

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

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

<p>CITY San Francisco Municipal Transportation Agency</p> <hr/>	<p>CONTRACTOR Serco Inc.</p> <hr/>
<p>Edward D. Reiskin Director of Transportation</p>	<p>Jane Johansen Contracts Manager 1818 Library Street Reston, VA 20190</p>
<p>Approved as to Form:</p>	<p>City vendor number: 7390801</p>
<p>Dennis J. Herrera City Attorney</p>	
<p>By:</p> <hr/>	
<p>John I. Kennedy Deputy City Attorney</p>	
<p>SFMTA Board of Directors</p>	
<p>Resolution No. _____</p>	
<p>Dated: _____</p>	
<hr/>	
<p>Secretary, SFMTA Board</p>	

[Amending Division II of the San Francisco Transportation Code to extend the expiration date for the SF*park* Pilot Program Areas to June 30, 2014.]

Resolution amending San Francisco Transportation Code, Division II, by amending Section 412 to extend the expiration date for the SF*park* Pilot Program Areas (Parking Meter Zone Five) to June 30, 2014.

NOTE: Additions are single-underline Times New Roman;
deletions are ~~strike-through Times New Roman~~.

The Municipal Transportation Agency Board of Directors of the City and County of San Francisco enacts the following regulations:

Section 1. Article 400 of Division II of the Transportation Code is hereby amended by amending Section 412, to read as follows:

SEC. 412. PARKING METER ZONE NUMBER FIVE.

(a) Notwithstanding the areas listed for Parking Meter Zones One through Four, Parking Meter Zone Five (the "SF*park* Pilot Program Areas") shall include that portion of the City and County of San Francisco not under the jurisdiction of the Port of San Francisco and in the following areas:

(1) Downtown SF*park* Pilot Program Area shall commence at a point where the northerly line of Folsom Street intersects the easterly line of The Embarcadero, thence south-westerly along the northerly line of Folsom Street to the westerly line of Fifth Street, thence north-westerly along the westerly line of Fifth Street to the northerly line of Market Street, thence easterly along the northerly line of Market Street to the westerly line of Powell Street, thence northerly along the westerly line of Powell Street to northerly line of Bush Street, thence easterly along the northerly line of Bush Street to the westerly line of Grant Avenue, thence northerly along the westerly line of Grant Avenue to the northerly line of

Washington Street, thence easterly along the northerly line of Washington Street to the westerly line of Kearny Street, thence northerly along the westerly line of Kearny Street to the northerly line of Jackson Avenue, thence easterly along the northerly line of Jackson Avenue to the easterly line of The Embarcadero, thence south-easterly along the easterly line of The Embarcadero to the point of commencement.

(2) Civic Center SFpark Pilot Parking Pilot Area shall commence at a point where the southerly line of Market Street intersects the easterly line of Hyde Street, thence south-easterly along the southerly line of Market Street to the easterly line of Gough Street, thence northerly along the easterly line of Gough Street to the southerly line of Page Street, thence westerly along the southerly line of Page Street to the westerly line of Laguna Street, thence northerly along the westerly line of Laguna Street to the northerly line of Fulton, thence easterly along the northerly line of Fulton to the westerly line of Gough street, thence northerly along the westerly line of Gough Street to the northerly line of Eddy Street, then easterly along the northerly line of Eddy Street to the easterly line of Hyde Street, thence southerly along the easterly line of Hyde Street to the point of commencement.

(3) Fisherman's Wharf SFpark Pilot Parking Pilot Area shall commence at a point where the southerly line of Bay Street intersects the easterly line of Kearny Street, thence westerly along the southerly line of Bay Street to the easterly line of Taylor street, thence southerly along the easterly line of Taylor street to the southerly line of Columbus Avenue, thence north-westerly along the southerly line of Columbus Avenue to the southerly line of North Point Street, thence westerly along the southerly line of North Point Street to the westerly line of Polk Street, thence northerly along the westerly line of Polk Street to the northerly line of Beach Street, thence easterly along the northerly line of Beach Street to the westerly line of Hyde Street, thence northerly along the westerly line of Hyde Street to the southerly line of Jefferson Street, thence easterly along the southerly line of Jefferson Street

to the easterly line of Powell Street, thence southerly along the easterly line of Powell Street to the northerly line of Beach Street, thence easterly along the northerly line of Beach Street to the westerly line of Grant Avenue, thence southerly along the westerly line of Grant Avenue to the southerly line of North Point Street, thence easterly along the southerly line of North Point Street to the easterly line of Kearny Street, thence southerly along the easterly line of Kearny Street to the point of commencement.

(4) Marina SFpark Pilot Parking Pilot Area shall commence at a point where the southerly line of Filbert Street intersects the easterly line of Webster Street, thence westerly along the southerly line of Filbert Street to the westerly line of Steiner Street, thence northerly along the westerly line of Steiner Street to the southerly line of Lombard Street, thence easterly along the southerly line of Lombard Street to the westerly line of Broderick Street, thence northerly along the westerly line of Broderick Street to the northerly line of Francisco Street, thence easterly along the northerly line of Francisco Street to where Francisco Street meets Alhambra Street, thence easterly along the northerly line of Alhambra Street to easterly line of Pierce Street, thence southerly along the easterly line of Pierce Street to the northerly line of Toledo Way, thence easterly along the northerly line of Toledo Way to the easterly line of Mallorca Way, thence southerly along the easterly line of Mallorca Way to the northerly line of Chestnut Street, thence easterly along the northerly line of Chestnut Street to the easterly line of Fillmore Street, thence southerly along the easterly line of Fillmore Street to the northerly line of Lombard Street, thence easterly along the northerly line of Lombard Street to the easterly line of Webster Street, thence southerly along the easterly line of Webster Street to the point of commencement.

(5) Fillmore SFpark Pilot Parking Pilot Area shall commence at a point where the southerly line of McAllister Street intersects the easterly line of Webster Street, thence westerly along the southerly line of McAllister Street to the westerly line of Steiner Street,

thence northerly along the westerly line of Steiner Street to the southerly line of Post Street, thence westerly along the southerly line of Post Street to the westerly line of Pierce Street, thence northerly along the westerly line of Pierce Street to the northerly line of Clay Street, thence easterly along the northerly line of Clay Street to the easterly line of Steiner Street, thence northerly along the easterly line of Steiner Street to the northerly line of Jackson Street, thence easterly along the northerly line of Jackson Street to the easterly line of Webster Street, thence southerly along the easterly line of Webster Street to the northerly line of Bush Street, thence easterly along the northerly line of Bush Street to the easterly line of Laguna Street, thence southerly along the easterly line of Laguna Street to the southerly line of Geary Boulevard, thence easterly along the southerly line of Geary Boulevard to the easterly line of Webster Street, thence southerly along the easterly line of Webster Street to the point of commencement.

(6) South Embarcadero SFpark Pilot Parking Pilot Area shall commence at a point where the southerly line of Mariposa Street intersects the easterly line of Terry A. Francois St, thence westerly along the southerly line of Mariposa Street to the easterly line of the CalTrain tracks, thence northerly along the CalTrain tracks to northerly line of King Street, thence easterly along the northerly line of King Street to the westerly line of Fifth Street, thence northerly along the westerly line of Fifth Street to the northerly line of Folsom Street, then easterly along the northerly line of Folsom Street to the easterly line of The Embarcadero, then southerly along the easterly line of The Embarcadero to the southerly line of King Street, thence easterly along the southerly line of King Street to the easterly line of Third Street, then southerly along the easterly line of Third Street to the northerly line of Terry A. Francois St, then easterly along the northerly line of Terry A. Francois St to the easterly line of line of Terry A. Francois St, then southerly along the easterly line of line of Terry A. Francois St to the point of commencement.

(7) Mission SFpark Pilot Parking Pilot Area shall commence at a point where the southerly line of Twenty-Fourth Street intersects the easterly line of South Van Ness Avenue, thence westerly along the southerly line of Twenty-Fourth Street to the westerly line of Valencia Street, thence northerly along the westerly line of Valencia Street to the southerly line of Sixteenth Street, thence westerly along the southerly line of Sixteenth Street to the westerly line of Guerrero Street, thence northerly along the westerly line of Guerrero Street to the northerly line of Fifteenth Street, thence easterly along the northerly line of Fifteenth Street to the easterly line of South Van Ness Avenue, thence southerly along the easterly line of South Van Ness Avenue to the point of commencement.

(b) The rates for Parking Meters in Parking Meter Zone Number Five shall be between \$0.25 an hour and \$6.00 an hour.

(c) Notwithstanding subsection (b), the Director of Transportation is authorized to set a Special Event Parking Meter rate between \$0.25 an hour and \$18.00 an hour during, or up to four hours prior to, special events in the South Embarcadero, Civic Center and Fillmore SFpark Pilot Program Areas to recover the costs incurred by the SFMTA for parking-related services in connection with the special event. For purposes of this subsection, a special event shall include athletic events, concerts, conventions, major parades, street festivals, entertainment or cultural exhibitions or shows, or any other similar event that is expected to generate a significant, short-term demand for on-street parking.

(d) The provisions of this section shall expire on June 30, 20124.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
JOHN I. KENNEDY
Deputy City Attorney

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of June 19, 2012.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency