

THIS PRINT COVERS CALENDAR ITEM NO.: _____

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Parking and Traffic Division

BRIEF DESCRIPTION:

Approving various routine traffic and parking modifications as consent calendar items per the attached resolution.

SUMMARY:

- Under Proposition A, the SFMTA Board of Directors has authority to adopt parking and traffic regulations changes

ENCLOSURES:

1. SFMTAB Resolution

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION
BE RETURNED TO _____ Maxine Louie

ASSIGNED SFMTAB CALENDAR DATE: _____

PURPOSE

To approve various routine traffic and parking modifications.

Benefit to the SFMTA 2008 – 2012 Strategic Plan:

- Goal 1 – Customer Focus: To provide safe, accessible, reliable, clean and environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First Policy
Objective - 1.1 – Improve safety and security across all modes of transportation

- Goal 2 – System Performance: To get customers where they want to go, when they want to be there
Objective - 2.4 – Reduce congestion through major corridors
Objective - 2.5 – Manage parking supply to align with SFMTA and community goals

ITEMS:

- A. ESTABLISH – RED (NO PARKING ANYTIME) ZONES AND ESTABLISH - SIDEWALK BULBS - Harrison Street, east side, from Cesar Chavez to 26 feet southerly; Folsom Street, west side, from Precita Avenue to 28 feet southerly; Precita Avenue, southeast corner, from Folsom Street property line to 5 feet west (bulbs will extend six feet into the roadway). **PH: 8/1/08 Requested by SFMTA-DPT**
- B. ESTABLISH - SIDEWALK BULB - Folsom Street, east side, from Cesar Chavez Street to 18 feet northerly (bulb will extend six feet into the roadway). **PH: 8/1/08 Requested by SFMTA-DPT**
- C. ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "O" (2-HOUR TIME LIMIT, 8:00 AM – 6:00 PM, MONDAY THROUGH FRIDAY) - Monterey Boulevard, south side, between San Leandro Way and Santa Ana Avenue (1801 and 1845 Monterey Boulevard). **PH: 8/1/08 Requested by Resident**
- D. ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "J" (2-HOUR TIME LIMIT, 8:00 AM – 6:00 PM, MONDAY THROUGH FRIDAY) - Shrader Street, both sides, between Belgrave Avenue and Carmel Street (1541-1660 Shrader Street). **PH: 8/1/08 Requested by Resident**
- E. ESTABLISH - UNMETERED MOTORCYCLE PARKING – Brannan Street, 500 Block, north side, from 57-feet east of the western property line of #548 Brannan Street to 10-feet easterly (establishes 3 motorcycle spaces). **PH: 8/1/08 Requested by Resident**
- F. ESTABLISH - TOUR BUS RESTRICTION – Moraga Street, between 16th Avenue and 17th Avenue; 16th Avenue, between Lawton Street and Noriega Street; 15th Avenue, between 14th Avenue and Ortega Street; Noriega Street, between 14th Avenue and 16th Avenue. **PH: 8/1/08 Requested by Supervisor Elsbernd**
- G. ESTABLISH - RED ZONE – Bryant Street, east side, from 16th Street to 18 feet northerly; and Lawton Street, north side, from 8th Avenue to 20-feet easterly. **PH: 8/1/08 Requested by SFMTA and PH: 8/15/08 Requested by SFMTA-DPT**
- H. ESTABLISH - 6-WHEEL TRUCK LOADING ZONES, 7 AM TO 6 PM, MONDAY THROUGH FRIDAY – Mission Street, 2600 Block, east side, from 145-feet north of 23rd Street to 72-feet northerly (meters #2635, #2633, and #2631); Mission Street, 2700 Block, east side, from 145-feet north of 24th Street to 24-feet northerly (meter #2735); Mission Street, 2800 Block, east side, from 29-feet north of 25th Street to 40-feet northerly (meters #2847 and #2845); Mission Street, 2900 Block, east side, from 141-feet north of 26th Street to 44-feet northerly (meters #2939 and #2937). **PH: 8/15/08 Requested by SFMTA**
- I. ESTABLISH - STOP SIGNS - Rivera Street at 44th Avenue, making this intersection an All-Way STOP; 30th Avenue at Rivera Street, making this intersection an All-Way STOP. **PH: 8/15/08 Requested by Residents**
- J. RESCIND - RED (NO PARKING) ZONE – 30TH Avenue, west side, from Rivera Street to 20-feet southerly. **PH: 8/15/08 Requested by Resident**
- K. RESCIND - NO LEFT TURN, 7 AM to 9 AM, EXCEPT SATURDAY AND SUNDAY – Divisadero Street, southbound, at Oak Street. **PH: 8/15/08 Requested by SFMTA-DPT**
- L. ESTABLISH - PERPENDICULAR (90-DEGREE ANGLE) PARKING AND ESTABLISH

- RESIDENTIAL PERMIT PARKING AREA "Y" (2-HOUR TIME LIMIT, 8 AM - 10 PM, EVERYDAY) – Beale Street, west side, from 30 feet to 160 feet south of Bryant Street (between bulb-outs). **PH: 8/15/08 Requested by Resident**
- M. ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "Z" (2-HOUR TIME LIMIT, 8 AM - 6 PM, MONDAY THROUGH FRIDAY) – Guerrero Street, both sides, between 21st and 22nd Streets (900 block). **PH: 8/15/08 Requested by Resident**
- N. ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "T" (2-HOUR TIME LIMIT, 7 AM - 6 PM, MONDAY THROUGH SATURDAY) – Plaza Street, southeast side, between Magellan Avenue and Laguna Honda Boulevard; 300 Laguna Honda Boulevard (frontage road). **PH: 8/15/08 Requested by Resident**
- O. REVOKE - PART-TIME MUNI BUS ZONE, 7 AM – 9:30 AM, MONDAY THROUGH FRIDAY AND ESTABLISH - MUNI BUS ZONE – Howard Street, north side, from 18 feet to 102 feet west of New Montgomery Street (84-foot zone, replacing parking meters #638, #640, #642 and #644). **PH: 8/15/08 Requested by SFMTA**
- P. REVOKE - TOW-AWAY NO STOPPING ANYTIME AND ESTABLISH - MUNI BUS ZONE – 3rd Street, east side, from Minna Street to 80 feet northerly (80-foot zone). **PH: 8/15/08 Requested by SFMTA**
- Q. ESTABLISH - TOWAWAY, NO STOPPING ANYTIME— Market Street, both sides, between Castro and Collingwood Streets. **PH: 9/5/08 Requested by SFMTA**

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

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

- A. ESTABLISH – RED (NO PARKING ANYTIME) ZONES AND ESTABLISH – SIDEWALK BULBS - Harrison Street, east side, from Cesar Chavez to 26 feet southerly; Folsom Street, west side, from Precita Avenue to 28 feet southerly; Precita Avenue, southeast corner, from Folsom Street property line to 5 feet west (bulbs will extend six feet into the roadway).
- B. ESTABLISH - SIDEWALK BULB - Folsom Street, east side, from Cesar Chavez Street to 18 feet northerly (bulb will extend six feet into the roadway).
- C. ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "O" (2-HOUR TIME LIMIT, 8:00 AM – 6:00 PM, MONDAY THROUGH FRIDAY) - Monterey Boulevard, south side, between San Leandro Way and Santa Ana Avenue (1801 and 1845 Monterey Boulevard).
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- E. ESTABLISH - UNMETERED MOTORCYCLE PARKING – Brannan Street, 500 Block, north side, from 57-feet east of the western property line of #548 Brannan Street to 10-feet easterly (establishes 3 motorcycle spaces).
- F. ESTABLISH - TOUR BUS RESTRICTION – Moraga Street, between 16th Avenue and 17th Avenue; 16th Avenue, between Lawton Street and Noriega Street; 15th Avenue, between 14th Avenue and Ortega Street; Noriega Street, between 14th Avenue and 16th Avenue.
- G. ESTABLISH - RED ZONE – Bryant Street, east side, from 16th Street to 18 feet northerly; and Lawton Street, north side, from 8th Avenue to 20-feet easterly.
- H. ESTABLISH - 6-WHEEL TRUCK LOADING ZONES, 7 AM TO 6 PM, MONDAY THROUGH FRIDAY – Mission Street, 2600 Block, east side, from 145-feet north of 23rd Street to 72-feet northerly (meters #2635, #2633, and #2631); Mission Street, 2700 Block, east side, from 145-feet north of 24th Street to 24-feet northerly (meter #2735); Mission Street, 2800 Block, east side, from 29-feet north of 25th Street to 40-feet northerly (meters #2847 and #2845); Mission Street, 2900 Block, east side, from 141-feet north of 26th Street to 44-feet northerly (meters #2939 and #2937).
- I. ESTABLISH - STOP SIGNS - Rivera Street at 44th Avenue, making this intersection an All-Way STOP; 30th Avenue at Rivera Street, making this intersection an All-Way STOP.
- J. RESCIND - RED (NO PARKING) ZONE – 30TH Avenue, west side, from Rivera Street to 20-feet southerly.
- K. RESCIND - NO LEFT TURN, 7 AM to 9 AM, EXCEPT SATURDAY AND SUNDAY – Divisadero Street, southbound, at Oak Street.

- L. ESTABLISH - PERPENDICULAR (90-DEGREE ANGLE) PARKING AND ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "Y" (2-HOUR TIME LIMIT, 8 AM - 10 PM, EVERYDAY) – Beale Street, west side, from 30 feet to 160 feet south of Bryant Street (between bulb-outs).
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- P. REVOKE - TOW-AWAY NO STOPPING ANYTIME AND ESTABLISH - MUNI BUS ZONE – 3rd Street, east side, from Minna Street to 80 feet northerly.
- Q. ESTABLISH - TOWAWAY, NO STOPPING ANYTIME— Market Street, both sides, between Castro and Collingwood Streets.

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 to the Board of Directors
 San Francisco Municipal Transportation Agency

THIS PRINT COVERS CALENDAR ITEM NO. :

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Resolution authorizing the San Francisco Municipal Transportation Agency, through its Executive Director/CEO, to accept and expend \$8,000,000 in Transit Security Grant Program funds to protect regional transit systems' critical infrastructure from terrorism.

SUMMARY:

- The SFMTA requests authority to accept and expend \$8,000,000 in FY 2008 Transit Security Grant Program (TSGP) funds from the federal Department of Homeland Security (DHS) through the State Administrative Agency, the California Office of Homeland Security (OHS), to ensure a coordinated response and improved capability to detect, prevent, and respond to all possible acts of terrorism. Required matching funds of \$2,666,667 will come from SFMTA's FY 2008 Prop 1B California Transit Security Grant.
- Funds will be used to further the implementation of the SFMTA's Transit Security Improvement Plan by improving its existing security system with the procurement and installation of critical security equipment, including but not limited to close circuit television cameras, motion detectors, communications equipment, and security fencing.
- The project is expected to enhance transit security at the SFMTA's bus and rail facilities and facilitate communication and response in the event of an incident.

ENCLOSURES:

1. SFMTAB Resolution

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY

ADOPTED RESOLUTION
BE RETURNED TO

Bob Hom 1 So Van Ness, 7th Flr

ASSIGNED SFMTAB CALENDAR DATE: _____

PAGE 2.

PURPOSE

SFMTA requests SFMTA Board action to accept and expend \$8,000,000 in Transit Security Grant Program (TSGP) funds to protect regional transit systems' critical infrastructure from terrorism.

GOAL

The SFMTA will further the following goals of the Strategic Plan through acceptance and expenditure of these TSGP funds:

- Goal 1 – To provide safe, accessible, reliable, clean and environmentally sustainable service.
Objective 1.1 – Improve safety and security across all modes of transportation

- Goal 5 – To provide a flexible, supportive work environment and develop a workforce that is capable of leading the agency into the ever-evolving technology driven future.
Objective 5.1 – Increase resources available for employees in performing their jobs.
Objective 5.3 – Improve internal communication.

DESCRIPTION

The federal Department of Homeland Security (DHS) has created the Transit Security Grant Program (TSGP). The purpose of the TSGP is to protect regional transit systems' critical infrastructure from terrorism with emphasis on explosives and non-conventional threats that would cause major loss of life and severe disruption of transit systems.

TSGP funding is distributed through designated State Administrative Agencies (SAA). The SAA in California is the Office of Homeland Security (OHS). The TSGP also adds a regional planning element, the Regional Transit Security Working Group (RTSWG), comprised of the SAA, eligible transit systems in the region, and other regional systems. The objective of RTSWG is to coordinate the use of available funds on a regional basis to ensure a coordinated response and improved capability to detect, prevent, and respond to all acts of terrorism. In the Bay Area, the eligible members of the RTSWG are the SFMTA, SamTrans, BART, Santa Clara Valley Transportation Authority (VTA), Golden Gate Bridge Highway and Transportation District (GGBHTD), Caltrain/Joint Powers Board, Central Costa County Transit Authority, AC Transit, and Altamont Commuter Express (ACE).

DHS allocates grant funds through OHS to the various RTSWGs based on federal formulas. The allocation for rail transit funding is based on a formula that includes ridership, track miles, number of stations, and significant threat. The allocation of intra-city bus funding is based on ridership. The Bay Area RTSWG agrees on how to distribute regional allocation to its member agencies. The Bay Area RTSWG has agreed that the SFMTA will receive a total of \$8,000,000 in FY 2008 TSGP funding through the OHS. The required non-federal matching funds of \$2,666,667 are from a Prop 1B FY 2008 California Transit Security Grant awarded to SFMTA.

The funds will be used to further the implementation of SFMTA's Transit Security Improvement

Plan by improving its existing security system with the procurement and installation of critical security equipment, including but not limited to close circuit television cameras, subway lighting, and various site hardening projects.

The City Attorney has reviewed this report.

ALTERNATIVES CONSIDERED

Not applicable

FUNDING IMPACT

The Bay Area RTSWG has agreed that the SFMTA will receive a total of \$8,000,000 in FY 2008 TSGP funding through the OHS. The required non-federal matching funds of \$2,666,667 are from a Prop 1B FY 2008 California Transit Security Grant previously awarded to SFMTA

OTHER APPROVALS RECEIVED OR STILL REQUIRED

None

RECOMMENDATION

SFMTA recommends the SFMTAB adopt a resolution authorizing SFMTA, through its Executive Director/CEO, to accept and expend \$8,000,000 in TSGP funds to protect regional transit systems' critical infrastructure from terrorism.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The federal Department of Homeland Security (DHS) has created the Transit Security Grant Program (TSGP) to protect regional transit systems' critical infrastructure from terrorism; and,

WHEREAS, As a DHS-designated State Administrative Agency, the California Office of Homeland Security (OHS) has the authority to distribute grant funds to eligible transit agencies through the Regional Transit Security Working Groups (RTSWG) to allocate available funds on a regional basis to ensure a coordinated response and improved capability to detect, prevent, and respond to possible acts of terrorism; and,

WHEREAS, As a member of the RTSWG, the San Francisco Municipal Transportation Agency (SFMTA) participated in the formulation of a regional security plan for the protection of critical assets and mass transportation infrastructure; and,

WHEREAS, The SFMTA is an eligible recipient for assistance under the TSGP; and,

WHEREAS, The SFMTA has applied for \$8,000,000 in TSGP funds to purchase and install critical security equipment to enhance the security of SFMTA's bus and rail system; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the SFMTA, through its Executive Director/CEO or his designee, to accept and expend \$8,000,000 of Fiscal Year 2008 Transit Security Grant Program funds to purchase and install critical security equipment to enhance the security of Muni's bus and rail system; and be it

FURTHER RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO (or his designee(s), including the Director of Finance and Administration and the Director of Security and Enforcement) to execute any documents and perform any actions necessary for the purpose of obtaining financial assistance provided by the OHS; and be it

FURTHER RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO to apply \$2,666,667 from SFMTA's FY 2008 Prop 1B California Transit Security Grant as non-federal matching funds.

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

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

THIS PRINT COVERS CALENDAR ITEM NO. : _____

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Resolution authorizing the San Francisco Municipal Transportation Agency, through its Executive Director/CEO, to accept and expend \$4,000,000 of federal Congestion Mitigation and Air Quality (CMAQ) funds for the design and construction of the Third Street Phase II- Central Subway Project.

SUMMARY:

- The San Francisco Municipal Transportation Agency (SFMTA) must apply to the Federal Transit Administration (FTA) to have funds included in a federal grant once the Metropolitan Transportation Commission (MTC) programs the project in the region's Transportation Improvement Program (TIP).
- The project planned is consistent with the priorities established by the SFMTA Board, as affirmed in Muni's Short Range Transit Plan, and are embodied in the Regional TIP and the San Francisco County Transportation Authority's Congestion Management and Strategic Plan.
- The Third Street Phase II- Central Subway project is a congressional priority for funding in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).
- SFMTA seeks authority to accept and expend \$4,000,000 of Federal Highway Administration (FHWA) CMAQ funds transferred to the FTA to be administered under its Section 5307 program for the Third Street Phase II – Central Subway Project. These CMAQ funds are 100 percent federally funded and require no local match.

ENCLOSURES:

1. SFMTAB Resolution

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION

BE RETURNED TO Bob Hom, 1 South Van Ness Avenue, 7th Floor

ASSIGNED SFMTAB CALENDAR DATE: _____

PAGE 2.

PURPOSE

SFMTA requests SFMTA Board action to accept and expend \$4,000,000 administered through the Federal Transit Administration Section 5307 capital assistance program for the design and construction of Muni's Third Street Phase II – Central Subway project.

GOAL

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

- Goal 1 - To provide safe, accessible, reliable, clean and environmentally sustainable service.
Objective 1.3 - Reduce emissions as required by the SFMTA Clean Air Plan
Objective 1.4 - Improve accessibility across transit service
- Goal 5 – To ensure financial stability and effective resource utilization.
Objective 5.2 – Improve facilities in which people are working
- Goal 6 – To improve service and efficiency, the SFMTA must leverage technology.
Objective 6.1 – Information and technology leadership: Identify, develop and deliver the new and enhanced systems and technologies required to support SFMTA's 2012 goals.

DESCRIPTION

Each year, the Metropolitan Transportation Commission (MTC), in its role as the region's designated metropolitan planning organization, develops a regional Program of Projects (POP) for various federal funding programs authorized for mass transportation projects under SAFETEA-LU. These funding programs include the Federal Highway Administration's (FHWA) Congestion Mitigation and Air Quality Improvement (CMAQ) program. These funding sources are also elements of the regional Transportation Improvement Program (TIP).

The established POP incorporates and is consistent with SFMTA's priorities as established in the adopted Short Range Transit Plan (SRTP) and Capital Investment Plan adopted by the SFMTA Board. MTC recently amended the region's TIP to program fiscal year 2008 FHWA CMAQ funds to include the Third Street Phase II- Central Subway project.

This action would authorize the SFMTA, through its Executive Director/CEO (or his designee), to accept and expend \$4,000,000 of CMAQ funds transferred to the FTA to be administered in its Section 5307 program for the Third Street Phase II- Central Subway project.

ALTERNATIVES CONSIDERED

Not applicable

FUNDING IMPACT

The SFMTA will apply for these funds under FTA Grant No. CA-95-X057. There is no required local match with this grant.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

MTC recently amended the region's TIP to program fiscal year 2008 FHWA CMAQ funds to include the Third Street Phase II- Central Subway project.

RECOMMENDATION

SFMTA recommends the SFMTAB adopt a resolution authorizing SFMTA, through its Executive Director/CEO, to accept and expend \$4,000,000 of CMAQ funds for the design and construction of the Third Street Phase II –Central Subway Project.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The U.S. Secretary of Transportation is authorized to make monies available for mass transportation projects under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU); and

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) is an eligible claimant for Congestion Mitigation and Air Quality (CMAQ) funds under the Federal Highway Administration (FHWA) program of SAFETEA-LU; and

WHEREAS, CMAQ funds used for a transit project can be transferred to the Federal Transit Administration (FTA) for administration; and

WHEREAS, In Fiscal Year 2008, \$4,000,000 CMAQ funding has been allocated to the proposed Third Street Phase II Central Subway project; and

WHEREAS, The contract for financial assistance does not require a local match; and

WHEREAS, The U.S. Department of Transportation (DOT) requires that in connection with the filing of an application for federal assistance, the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the DOT requirements implementing that Act; and

WHEREAS, It is the goal of the applicant that disadvantaged business enterprises (DBEs) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered, consistent with federal law, to ensure that DBEs be utilized to the fullest extent possible and shall have the maximum possible opportunity to compete for contracts, supplies, equipment contracts, or consultant and other services; and

WHEREAS, The Executive Director/CEO or his designee must execute agreements with FTA and other agencies to complete transfer of the funds; now, therefore, be it

RESOLVED, That the SFMTA Board authorizes the SFMTA, through its Executive Director/CEO, to accept and expend \$4,000,000 administered through Federal Transit Administration Section 5307 capital assistance for the design and construction of Muni's Third Street Phase II- Central Subway project; and, be it

FURTHER RESOLVED, That the SFMTA Board authorizes the Executive Director/CEO to furnish whatever additional information or assurances that might be requested by the funding agencies in connection with this request; and, be it

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

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

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

THIS PRINT COVERS CALENDAR ITEM NO. :

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: FINANCE

BRIEF DESCRIPTION:

The Revenue Section uses a proprietary database called dBase to track SFMTA fare media sales and cash fare processing. The system is over 15 years old, is written in a programming language that is not supported by the SFMTA, and requires extensive manual entry to generate performance reports. In order to replace dBase, provide enhanced reporting capabilities, and streamline data entry, the Revenue Section seeks to enter into an Agreement with Xtech in an amount not to exceed \$456,250 to install and configure and train SFMTA staff on Quickbooks Enterprise Solution V9.

SUMMARY:

The Revenue Section's existing fare media sales and cash fare processing database is outmoded, does not provide the necessary functionality, and cannot be supported by SFMTA staff.

- The Revenue Section's seeks SFMTAB approval to enter into an Agreement with Xtech, a city-approved vendor, to replace its existing database with Quickbooks Enterprise Solution V9, which is more user-friendly, provides customized reports, requires less manual data entry, and can be supported by SFMTA staff.
- Xtech would configure and install Quickbooks Enterprise Solution V9, train SFMTA staff, and provide one year of support and maintenance.
- The Agreement not to exceed amount is \$456,250, billed according to time and materials.
- Work is expected to begin on November 1, 2008. The system would be turned over to the SFMTA on May 5, 2009, with on-going maintenance and support through April 30, 2010.

ENCLOSURES:

- 1.SFMTAB Resolution
2. Appendix A & B

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM

FINANCE

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION Bree Mawhorter _____
BE RETURNED TO

ASSIGNED SFMTAB CALENDAR DATE: _____

PAGE 2.

PURPOSE

The Revenue Section's existing fare media sales and cash fare processing database is outmoded, lacks the necessary functionality, and cannot be supported by SFMTA staff. The Revenue Section seeks SFMTAB approval to replace its existing database with Quickbooks Enterprise Solution V9, which is an accounting and inventory control software. Quickbooks Enterprise V9 is more user-friendly and requires less manual data entry than the existing system. In addition, unlike the current system, Quickbooks Enterprise V9 provides customized reports and can be supported by SFMTA staff.

GOAL

Goal 6 – To improve service and efficiency SFMTA must leverage technology.

Replacing the existing dBase system would make tracking SFMTA fare media sales, distribution, inventory, and accounting more efficient by streamlining data entry and eliminating the manual entry now required to provide performance reports.

DESCRIPTION

Background

The Revenue Section currently uses a proprietary database called dBase to track SFMTA fare media sales and cash fare. dBase is over 15 years old, cannot archive data, and is written in a programming language that is not supported by SFMTA's information technology staff. As a result, if the system crashes, the SFMTA will lose over 15 years of fare media sales and cash fare processing data. In addition, dBase is not user-friendly and requires excessive manual entry to generate performance reports.

Project Description

In order to ensure the integrity of over 15 years of fare media sales and cash fare processing data, reduce the need for manual data entry, and facilitate performance reporting, the Revenue Section recommends the SFMTA replace its existing accounting and inventory system, known as dBase, with QuickBooks Enterprise Solution V9. Quickbooks Enterprise Solution V9 is a commercial, off-the-shelf software system written by Intuit. The Revenue Section further recommends the SFMTA enter into an Agreement with Xtech to install and configure QuickBooks Enterprise Solution V9, train SFMTA staff, and provide one year of on-going support, maintenance, and training. The total cost of the proposed Agreement would not exceed \$456,250 and would be billed according to time and materials used. Work is expected to begin on November 1, 2008. The system would be turned over to the SFMTA on May 5, 2009, with on-going maintenance and support until April 30, 2010.

Selection Process

In order to make the contracting process more efficient, the Office of Contract Administration established, through a competitive process, a pool of pre-qualified information technology vendors to be utilized as needed. This pool of vendors is known as the “Computer Store.” Xtech, the contractor selected for the proposed Agreement, is a pre-qualified Computer Store vendor. Xtech’s status as a Computer Store vendor is codified in the “Agreement between City and County of San Francisco and Xtech Joint Venture” 10th Amendment dated June 2, 2008 (“Master Contract”).

The Revenue Section selected Xtech from the pool of Computer Store vendors through a competitive process in which the Revenue Section issued business requirements for the project and all Computer Store vendors were invited to respond. Three vendors responded. Based on an assessment of the proposals by Revenue, Customer Service, Information Technology, and Accounting section staff, Xtech was selected as the most competent and responsive bidder.

The proposed Agreement is Amendment 11 to the Master Contract. Appendix A and B (attached) establish the scope of work to be completed by Xtech under the proposed Agreement.

Contractor

The proposed Agreement would be executed by Xtech. Xtech is headquartered in San Francisco and brings 30 years of experience in information technology procurement, infrastructure design and implementation, application development, and project management. Xtech has a 15 year history of working with the City and has been a pre-qualified information technology vendor for five years. Last fiscal year, Xtech performed approximately \$60M of work for the City. Completed projects include the CCSF 311 Call Center, a 1,200 machine multi-stage rollout for the Department of Human Services, an Oracle Financial upgrade for the Port of San Francisco and Flight Information Display (FIDs) and Visual Paging deployments at the San Francisco Airport. X-tech will sub-contract with Business Cents, a woman owned business that is certified QuickBooks expert, who will perform 77% of the work identified in the proposed Agreement.

Contract Review

The City Attorney has approved this calendar item. Review by the Office of Contract Compliance is unnecessary due to pre-approval by CCSF Office of Contract Administration.

ALTERNATIVES CONSIDERED

SFMTA Revenue staff considered “no build” and “in-house” alternatives to the proposed Agreement. However, given that the existing dBase system is incapable of being backed up and can only be maintained by a retired SFMTA Revenue staff member who works for the SFMTA under Proposition F, a voter-approved initiative that allows retired City employees to work for the City on a part-time basis, staff determined that the “no build” alternative is infeasible. Given that SFMTA Information Technology staff advise that in-house staff lack the specialized knowledge required to complete this project in-house, staff determined that the “in-house”

alternative is infeasible.

FUNDING IMPACT

The funds for this project are in the FY 09 and FY 10 SFMTA Operating Budgets.

The existing dBase system is maintained by a retired 1053 Senior Systems Analyst working under Proposition F. The SFMTA expends approximately \$75,000 per year to fund this position. The annual maintenance and service plan for the Revenue Database is expected to be \$10,000 per year. Therefore, replacing the existing dBase system with the proposed Revenue Database would result in an annual cost savings of approximately \$65,000. In addition, replacing the existing dBase system is expected to reduce staff time allocated to data entry and to manually re-entering data. The exact value of the gain in efficiency cannot be calculated.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The Civil Service Commission will review this proposal on October 6, 2008.

RECOMMENDATION

The Revenue Section further recommends the SFMTA enter into an Agreement with Xtech to install and configure for use by the SFMTA QuickBooks Enterprise Solution V9, train SFMTA staff, and provide one year of on-going support, maintenance, and training.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The Revenue section currently uses a proprietary database called dBase to track SFMTA fare media sales and cash fare processing; and

WHEREAS, dBase is over 15 years old and is written in a programming language that is not supported by SFMTA's information technology staff and cannot archive data; and

WHEREAS, dBase is not user-friendly and requires excessive manual entry to generate performance reports; and

WHEREAS, The Revenue Section conducted a competitive process through the Office of Contract Administration and selected Xtech to install and configure QuickBooks Enterprise Solution V9 to replace dBase and to train SFMTA staff on QuickBooks Enterprise Solution; and

WHEREAS, The Civil Service Commission will hear this item on October 6, 2008; now, therefore, be it

RESOLVED, The San Francisco Municipal Transportation Agency Board of Directors authorizes the Executive Director/CEO or his designee to enter into Amendment 11 to the Master Agreement between Xtech and the City and County of San Francisco for software services for an amount not to exceed \$456,250 for a term of 19 months, pending the approval of the Civil Service Commission.

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

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

Appendix A

Services to be provided by Contractor

This Agreement is an amendment to the Master Contract "Agreement between City and County of San Francisco and Xtech Joint Venture" 10th Amendment dated June 2, 2008 ("Master Contract"). In all cases where the Master Contract endows powers to the Purchaser and/or the Office of Contract Administration, these powers will be executed by the Municipal Transportation Agency hereinafter referred to as "City" or "SFMTA."

Contractor agrees to perform the following services:

A. Summary of Services to be Provided by Contractor

As described more specifically below, Contractor shall configure and customize QuickBooks Enterprise Solution V9 software to provide the SFMTA with an accounting and inventory tracking system that performs the following functions:

1. Provides access to at least five (5) simultaneous users with unique user identifiers;
2. Restricts access to functional areas and limits users' ability to modify records based on assigned user access authority;
3. Drills into transactions to access transaction history;
4. Looks-up vendor by name and vendor identification number for the purpose of modifying and tracking vendor account;
5. Provides a database schema with table relationships for creating custom reports via Crystal Reports.
6. Generates reports as required under this Agreement.

B. Software Procurement

The City shall procure separately from this Agreement the QuickBooks Enterprise Solution V9 software and software components, multi-user license(s), user manuals and related documentation, which the Contractor shall configure and/or customize to meet the requirements of this Agreement. Contractor represents and warrants that it or its subcontractor are certified as an Intuit Solution Provider, Retail Solution Provider, Certified Sleeter Group Consultant, and that the Contractor and/or its subcontractor have received Advanced QuickBooks Certification, QuickBooks Enterprise Solution Certification, QuickBooks Pro Advisor Certification credentials, and as such have the requisite skills and are authorized by Intuit to perform the software configuration and customization required under this Agreement.

C. Software Functions, Configuration, and Customization Business Requirements

The term "Revenue Database" as used in this Agreement means the software program QuickBooks Enterprise Solution V9 as configured and customized by Contractor. Contractor shall configure and customize QuickBooks Enterprise Solution V9 to perform the functions and meet the performance requirements of this Contract, as set out below.

1. **Revenue Tracking.** Revenue Database shall track the following data by fare media type and sales outlet:

- a. Revenue generated by sales of pre-paid fare media sold by Pass Sellers, SFMTA vendors, the Regional Transit Coordinating Council (RTCC), Customer Service staff, the SFMTA website, Cable Car Operators, and City Departments;
- b. Late payments, bounced checks, and bounced check fees;
- c. Daily deposits by control number, sub-object, and payment type (cash, credit card, check, commuter check, and index code);
- d. Revenue from segregated accounts - parking meter card revenue in the Parking Fund, fare media and cash collections revenue in the SFMTA general fund, and RTCC revenue in the RTCC trust fund.

2. Additional Revenue Tracking Functions. Revenue Database shall also perform the following revenue tracking related functions:

- a. Apply payments across multiple invoices;
- b. Reconcile payment information with credit card and bank statements;
- c. Provide reports to facilitate reconciliation with FAMIS, the City's accounting system;
- d. Track payments made via cash, check, commuter check, credit card, electronic wire transfer, and purchase order;
- e. Reconcile payments with actual sales data;
- f. Reconcile daily deposit with cash collected from Cable Car Operators, Pass Sellers, Baseball and Special Sales, ticket vending machines, and other revenue.

3. Inventory Tracking. Revenue Database shall track the following data by fare media type and sales outlet:

- a. Quantity of fare media received, issued, and in inventory;
- b. Quantity of SFMTA monthly and annual fare media, issued, sold, and returned, including tokens, City Passes, and Parking Cards, system must allow for re-issue of annual fare media;
- c. Quantity of ACTransit, Alameda/Oakland Ferry, Bay Area Rapid Transit District, Benicia Ferry, Contra Costa County Transit Authority, Caltrain/Samtrans, Golden Gate Ferry, Valley Citizens Transit Corporation, Rio Vista Delta Breeze (Bay Area Transit Agencies) fare media issued, sold, and returned through the RTCC program;
- d. Quantity and destination of fare media issued without payment (free issues), system must provide distribution list and accommodate standard orders;
- e. Open purchase orders that need to be filled.

4. Distribution and Sales. Revenue Database shall perform the functions described for each of the following sales outlets:

- a. **Pass Sellers**

- i. Track and reconcile daily inventory and cash position of Pass Sellers, including generation of Over/Short Report;
- ii. Track quantity of fare media sold, by fare media type, and revenue generated by each pass sales location;
- iii. At SFMTA's discretion, track quantity of fare media sold, by fare media type, and revenue generated for special event sales such as Ballpark, Bay to Breakers, Halloween, and San Francisco Pride.

b. SFMTA Vendors

- i. Track quantity of fare media issued, sold, and returned and revenue generated;
- ii. Track commissions, payments made, early and late payments made, and accounts payable;
- iii. Track vendor data including contact information, hours of operation, amount of liability insurance, and contract expiration date;
- iv. Generate and print invoices, sale and delivery receipts, vendor remittance forms, and mailing labels, mass mailings, and other forms as necessary;
- v. Generate reports that show when a vendor's inventory exceeds their liability insurance or when the vendor's contract or liability insurance expires.
- vi. Generate reports that show when minimum order requirement is not met, vendor sells 100 percent of inventory three months in a row, returns more than 50 fare media items in a single month, or when vendor has bounced checks or outstanding or late payments;
- vii. Generate reports listing accounts that are delinquent for the previous month to block packaging of fare media to delinquent vendors. List accounts that are delinquent for the current month to block distribution of fare media for this vendor;
- viii. Show all payments made and payments outstanding for a single vendor in a single screen.

c. Regional Transit Connection Clearing House

- i. Track quantity of fare media issued, sold, and returned for each Bay Area Transit Agency;
- ii. Track revenue generated, by fare media type, for each Bay Area Transit Agency;
- iii. Track commissions, payments made, late payments, and accounts payable for each Bay Area transit agency;
- iv. Provide a mechanism to convert Caltrain Monthly Interzone Tickets from full fare tickets to actual number of zones purchased;
- v. Generate and print invoices, delivery receipts, remittance forms, mass mailings, mailing labels, and other forms as necessary;
- vi. Generate reports that show when a vendor's inventory exceeds their

liability insurance or when the vendor's contract or liability insurance expires, when minimum order requirement is not met, vendor sells one-hundred percent of inventory three (3) months in a row, returns more than fifty (50) fare media items in a single month, or has bounced checks or outstanding or late payments;

- vii. Generate reports listing accounts that are delinquent for the previous month to block packaging of fare media to delinquent vendors;
- viii. Show all payments made and payments outstanding for a single vendor in a single screen.

d. SFMTA Website.

- i. Track quantity of fare media and revenue generated by SFMTA Website.

5. Reports. Revenue Database shall generate the following reports in comma delimited format; including:

- a. A list of fare media sale outlets to be distributed to SFMTA webmaster;
- b. At the SFMTA's discretion, Contractor will customize Enterprise Solution V9 or use separate software such as Crystal Reports to generate reports similar to the existing dBase reports, as required by SFMTA staff;
- c. At the SFMTA's discretion, Contractor will customize QuickBooks Enterprise Solution V9 or use separate software such as Crystal Reports to generate additional and/or customized reports as required by SFMTA staff including: 1) sales by location, 2) monthly reports for yearly items, and 3) a report that automatically assigns all revenues to the correct fund and sub-object and summarizes this information so that it can be input into FAMIS, the City's accounting software.
- d. Where allowed by QuickBooks Enterprise Solution V9, all reports shall be configured to meet the SFMTA's specifications, including information displayed and report organization and presentation.

6. Data Transfer. Contractor shall transfer the data identified by the SFMTA from the Dbase system to Revenue Database. The data to be transferred includes, but is not limited to SFMTA distributors (vendors), RTCC members, and all open accounts and all accounts with outstanding accounts payable.

7. Unnecessary Functions. Where allowed by QuickBooks Enterprise Solution V9, the Contractor will remove or disable functions or modules that the SFMTA determines are unnecessary.

8. Non-interference and Integration. Contractor shall ensure that Revenue Database does not interfere with legacy software programs installed on the same platform as Revenue Database, including but not limited to the E-TIMS software system. The developer of E-TIMS has sanctioned the use of a browser-based application on the Customer Service workstations they

maintain. If any other conflicts arise, Contractor will work with SFMTA Information Technology to resolve the issue within the project schedule.

Contractor shall ensure Revenue Database for a period of three years or until such time that Intuit ends support for QuickBooks Enterprise Solution V9, whichever occurs first from the date SFMTA accepts the project, that Revenue Database, shall be compatible with and shall continue to meet the requirements of this Agreement. Should updates to the QuickBooks Enterprise Solution V9 software received by the City from Intuit within that time cause Revenue Database to malfunction, lose functionality or otherwise not meet the requirements of this Agreement, Contractor shall reconfigure Revenue Database to restore that functionality so that Revenue Database meets the requirements of this Agreement at the rate of \$175.00 per hour.

D. Project Schedule

Contractor shall begin the work under this Agreement no later than November 1, 2008 and shall complete the work by April 30, 2010, as per the following Project Milestones. Subject to written SFMTA approval, Contractor may accelerate the Start Dates and Project Milestone dates listed below, but such acceleration shall be at no additional cost to the City.

Project Milestones

#	Task	Start Date	End Date
1a	Software Design A	11/01/2008	11/30/2008
1b	Software Design B	12/1/2008	12/15/2008
2	Software Configuration	12/16/2008	01/31/2009
3	Prototype/Tuning	02/01/2009	02/28/2009
4	Testing	03/01/2009	03/31/2009
5	Training	04/01/2009	04/25/2009
6	Installation/Go Live	04/26/2009	05/05/2009
7	Ongoing Support	05/06/2009	04/30/2010

The following paragraphs more specifically describe and correspond to the Tasks listed above.

1. Software Design. Prior to configuring or customizing QuickBooks Enterprise

Solution V9 software or other software to be implemented under this Agreement, Contractor shall provide the SFMTA a proposed System Design Plan for the SFMTA's review and approval. The System Design Plan shall describe specifically the functions of Revenue Database that the Contractor shall configure and those functions of Revenue Database or other software that the Contractor shall configure or customize to meet the SFMTA's requirements. Contractor shall configure and customize QuickBooks Enterprise Solution V9 software according to the design outlined in the System Design Plan.

Contractor shall deliver the System Design Plan in two phases – Software Design A and Software Design B. In the Software Design A phase, Contractor shall submit for SFMTA approval, an initial, high-level System Design Plan to ensure mutual agreement on design direction. Upon acceptance of the System Design Plan, Contractor shall begin Software Design Phase B. In Software Design Phase B, Contractor shall submit to SFMTA for approval, a final System Design Plan which shall specifically describe the functions of Revenue Database and those functions of Revenue Database or other software that the Contractor shall configure or customize to meet the SFMTA's requirements.

2. Software Configuration. Contractor shall configure and customize the QuickBooks Enterprise Solution V9 based on the design outlined in the System Design Plan noted above in Section D.1. Software Design. Contractor shall develop and deliver a Prototype/Tuning Plan. Contractor will communicate regularly with SFMTA on any implementation considerations.

3. Prototype/Tuning. Contractor shall prepare and present a prototype of the configured and customized Revenue Database for SFMTA review and approval. Contractor and the SFMTA shall work together to identify any additional modifications to Revenue Database necessary to meet the needs of the agency and the requirements of this Agreement, which the Contractor shall then perform and resubmit to the SFMTA for approval.

4. Testing. Upon SFMTA's approval of the Revenue Database prototype (described in Section G, above), Contractor and SFMTA will test Revenue Database, as configured and customized for the SFMTA, using a parallel test to compare data processed, tracked and generated by the existing dBase system and Revenue Internet Database to the data generated, tracked and processed by Revenue Database. If the SFMTA approves the data and the reports generated by Revenue Database as meeting the agency's needs and the requirements of this Agreement, Contractor shall proceed with final implementation of the Revenue Database. If the results of the comparison study do not meet SFMTA approval, Contractor shall continue to modify and test Revenue Database in modified parallel with dBase and the Revenue Internet Database until the data tracked and the reports generated meet SFMTA requirements.

5. Training. Contractor shall provide 220 hours of classroom training, manuals, and other training materials to SFMTA employees identified by the SFMTA. Contractor shall deliver training materials, system manuals, and other documentation for users and system administrators in electronic format. Contractor shall provide training at SFMTA facilities located at 1 South Van Ness Avenue, San Francisco, CA. Training topics shall include business and system processes, workflow, data entry, and reporting.

6. Installation/Go Live. Revenue Database shall reside on a server outside the SFMTA facilities. During this time, Contractor will be responsible for all system installation, configuration, and maintenance. Prior to Training, Contractor will work with SFMTA to install and setup the Revenue Database in a SFMTA production environment. SFMTA will take ownership of Revenue Database upon the SFMTA's notice to the Contractor that requirements of the Agreement have been met.

7. On-going Support and Maintenance. Contractor shall provide on-going support for the Revenue Database. Support will be available for 120 hours the first month after rollout; 80 hours the second; 60 hours the third; and 40 hours per month for the following nine months (12 months in total). SFMTA will be billed according to actual service usage.

As per the Intuit Full Service Plan for QuickBooks Enterprise Solution V9, SFMTA shall receive free product upgrades automatically (each time a product upgrade is released by Intuit), 24 hours per day, seven days per week telephone access to a dedicated technical support team, unlimited support for creating custom reports, modifying existing reports, and exporting data to ODBC-compliant applications including Microsoft Excel, Access, and Crystal reports, 10 GB of online backup storage, and unlimited support for data recovery for damaged files and password removals. As per the Intuit Full Service Plan for QuickBooks Enterprise Solution V9, the SFMTA will have the option to renew these services on an annual basis.

E. Optional Components

At the direction of the SFMTA, Contractor shall provide additional Revenue Database customized components or modules ("Additional Components"). Contractor shall bill the SFMTA for work on these Optional Components on an hourly basis, using the hourly rates listed in Appendix B to this Agreement. Said hourly rates shall cover all costs and charges, including but not limited to design, implementation, prototyping, testing and training. These Additional Components may be implemented in conjunction with the configuration and customization of Revenue Database, as described in Sections C and D above. Contractor shall endeavor to reduce costs to the SFMTA by coordinating and completing authorized work on Additional Components when it configures or customizes related components and modules of Revenue Database. Contractor shall advise the SFMTA when timely authorization of Additional Components will save the agency configuration and customization costs. The Additional Components are:

1. Customer Service Browser-Based Point of Sale System. At the SFMTA's direction, Contractor will provide point-of-sale browser (or comparable) interface compatible with Revenue Database, including unique user identification and log-in for each individual customer service representative. System will track quantity of each fare media sold and revenue generated by fare media type for each customer service representative and each shift, generate a report at the end of each sales shift that shows the quantity of each fare media type sold and the revenue generated for each fare media type, including revenue type (cash, credit, or check), and automatically transfer data to Revenue Database. The total cost to design, implement, prototype, test and train SFMTA employees to use this module shall not exceed \$25,000.

2. Pass Seller Point of Sale System. At the SFMTA's direction, Contractor will develop a point-of-sale application that can electronically transmit data to Revenue Database. The total cost to design, implement, prototype, test and train SFMTA employees to use the Pass Seller Point of Sale system shall not exceed \$20,000.

3. Pass Seller Issues and Remittance System. At the SFMTA's direction, Contractor will develop a front-end application to track fare media issued to Pass Sellers and aid in end-of-shift reconciliation. The total cost to design, implement, prototype, test and train SFMTA employees to use the Pass Seller Issues and Remittance System application shall not exceed \$15,000.

4. Automated Standing Orders. At the SFMTA's direction, Contractor will develop an application to batch fare media issued to each SFMTA vendor, RTCC member, or City Department, according to standard order, by range of serial numbers and allocate batches to SFMTA vendors according to their standard order; batching should limit the number of fare media packages with broken seals. Application will maintain data on standard orders and allow modification of standard orders. The total cost to design, implement, prototype, test and train SFMTA employees to use the Automated Standing Orders application shall not exceed \$10,000.

5. Transfer of Historical Balances. At the SFMTA's direction, Contractor will transfer historic summary level balances from the existing dBase system to Revenue Database. The cost to transfer historical balance data shall not exceed \$10,000.

F. Project Milestones

Upon successful completion of each Project Milestone, as determined by the SFMTA, SFMTA will pay Contractor the amount listed below for that Project Milestone. Whether Contractor has completed the requirements and tasks related to a Project Milestone shall be in the sole discretion of the SFMTA.

The following table lists the Project Milestones and target completion dates, success criteria, and the payment amounts based on milestone delivery adherence. The payment figures denote the not to exceed amount for each phase; however, only the actual hours incurred will be invoiced. Hourly rates are listed in Appendix B.

Project Milestones, Target Completion Dates, and Payment Plan

#	Activity	End Date	Success Criteria	Payment
1	Software Design A	11/30/2008	Delivery and acceptance of initial System Design Plan	\$ 38,965
2	Software Design B	12/15/2008	Delivery and acceptance of final System Design Plan	\$ 49,992
3	Software Configuration	01/31/2009	A prototype created based on System Design Plan and acceptance of Prototype Plan Document	\$ 62,417
4	Prototype/Tuning	02/28/2009	Core SFMTA personnel have completed the prototype effort and signed off on functionality	\$ 31,792
5	Testing	03/31/2009	Parallel testing of the two systems yields acceptable results; sign off	\$ 31,792
6	Training	04/25/2009	SFMTA staff has been trained and the system is ready to go live	\$ 42,792
7	Installation/Go Live	5/5/2009	SFMTA staff certify that Revenue Database is installed and production ready at SFMTA	\$10,000
8a	On-going Support – Month 1	05/31/2009	Month 1 cycle completed, Issues resolved in a timely manner	\$ 21,000
8b	On-going Support – Month 2	06/30/2009	Month 2 cycle completed, Issues resolved in a timely manner	\$ 14,000

8c	On-going Support – Month 3	07/31/2009	Month 3 cycle completed, Issues resolved in a timely manner	\$ 10,500
8d	On-going Support – Month 4–12	04/30/2010	Issues resolved in a timely manner, Issues resolved in a timely manner	\$ 7,000/mo
ST	Sub-Total		Base Project Completion	\$ 376,250
9			Optional Components (see below)	80,000
T	Total		Max for Project Completion	\$ 456,250

G. Location

Contractor shall perform all services under this Agreement at the offices of the Municipal Transportation Agency, located at 1 South Van Ness, San Francisco, CA 94104.

H. Reports

Contractor shall submit written reports as requested by the SFMTA. Format for the content of such reports shall be determined by the SFMTA. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

Appendix B
Calculation of Charges

Project will be charged at an hourly rate. See table below for summary of estimated charges:

Activity	Hours	Hourly Rate	Total
Design	300	\$ 175	52,500
Implementation	500	\$ 175	87,500
Prototyping/Tuning	160	\$ 175	28,000
Testing	160	\$ 175	28,000
Training	220	\$ 175	38,500
Rollout	60	\$ 175	10,500
Support – Month 1	120	\$ 175	21,000
Support – Month 2	80	\$ 175	14,000
Support – Month 3	60	\$ 175	10,500
Support – Month 4-12	360	\$ 175	63,000
Project Management	130	\$ 175	22,750
Subtotal	2150		\$ 376,250
Optional components:			
Customer Service POS	142	\$ 175	25,000*
Pass Seller POS	115	\$ 175	20,000*
Pass Seller Automation	85	\$ 175	15,000*
Automated Standing Orders	58	\$ 175	10,000*
Migration	58	\$ 175	10,000*
Subtotal of Optional items:	458		80,000*
Total	2,608		\$456,250* *Not to exceed

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on September 16, 2008.

CITY	XTECH
<p>_____</p> <p>Nathaniel P. Ford, Sr. Executive Director/CEO Municipal Transportation Agency</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____</p> <p>Robert K. Stone Deputy City Attorney</p> <p>Municipal Transportation Agency Board of Directors Resolution No. _____</p> <p>Adopted: _____</p> <p>Attest:</p> <p>_____</p> <p>Secretary, MTA Board</p>	<p>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p> <p>I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.</p> <p>_____</p> <p>Todd Sparks Director of Sales 1275 Fairfax Ave, Ste 201 San Francisco, CA 94124 City vendor number: 64607</p>

MUNICIPAL TRANSPORTATION AGENCY
City and County of San Francisco

DIVISION: Transportation Planning and Development

BRIEF DESCRIPTION:

Authorizing the Executive Director/CEO to execute an Agreement with Carter & Burgess, Inc. to conduct planning studies for the Balboa Park Station Pedestrian and Bicycle Connection Project for a term of one year and for an amount not to exceed \$220,000.

SUMMARY:

- On December 20, 2007, the Office of the Controller released a Request for Qualifications (RFQ #CON2007-06) for transit service planning and implementation consulting services.
On March 4, 2008, the Controller issued a list of firms that were eligible to be placed on a pre-qualified list. This list will remain in place through March 31, 2010.
In April 2008, the SFMTA Transportation Planning and Development division issued a mini-RFP to the firms on the pre-qualified list for consulting services related to the Balboa Park Station Pedestrian and Bicycle Connection Project. The project will identify improvements to make the area safer for pedestrians, bicyclists, and motorists, as well as improve access to transportation services for pedestrians and bicyclists.
In May 2008, the Technical Evaluation Team, comprised of SFMTA staff and key stakeholders (Planning Department, Caltrans, and BART) ranked Carter & Burgess, Inc. as the highest scoring proposer.
Negotiations have been completed with Carter & Burgess, Inc. and the SFMTA Board of Directors is requested to approve the Agreement.

ENCLOSURES:

- SFMTA Board Resolution
Agreement between the SFMTA and Carter & Burgess, Inc.

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING CALENDAR ITEM

FINANCE DIRECTOR

EXECUTIVE DIRECTOR/CEO

SECRETARY

ADOPTED RESOLUTION TO BE RETURNED Kim Walton

ASSIGNED MTAB CALENDAR DATE:

PURPOSE

To conduct the Balboa Park Station Pedestrian and Bicycle Connection Project that will provide improvement solutions and improvement concepts help make access to the station safer for pedestrian, bicycle, and Muni riders.

GOAL

The SFMTA will further the following goals of the Strategic Plan through adoption of the Balboa Park Station Pedestrian and Bicycle Connection project contract:

- Goal 1 - To provide safe, accessible, clean, environmentally sustainable service and encourage the use of auto-alternative modes through the Transit first Policy
 - 1.5 - Increase percentage of trips using more sustainable modes (such as transit, walking, bicycling, rideshare)
- Goal 2 - To get customers where they want to go, when they want to be there
 - 2.2 - Ensure efficient transit connectivity and span of service
 - 2.3 - Fulfill bicycle and pedestrian network connectivity
 - 2.4 - Reduce congestion through major corridors

DESCRIPTION

The 2002 Balboa Park Station Area Plan, developed by the Planning Department discusses the need to improve connectivity and passenger amenities around the station through the creation of a “transit station neighborhood”. To date, no improvements have been made to support this vision. The Transit Effectiveness Project (TEP) has identified service changes surrounding the Balboa Park Station, many of which directly impact Muni riders, pedestrian and bicycle access to the station. The work that will be undertaken in this study will not only support both the Area Plan and the TEP, but will also provide funding for the implementation of improvements identified as a result of the project.

Citizen involvement in the Plan took place between 2000 and 2002. The Planning Department did substantial outreach to the community, the Mayor, the Board of Supervisors, and the Planning Commission. Over 15 meetings were hosted by the Planning Department. The environmental impact review was completed in fall 2007 and will be presented to the San Francisco Planning Commission for adoption in late 2008.

The SFMTA seeks to support the Balboa Park Station Area Plan by addressing activities along the borders of the station area where the Interstate 280 Freeway intersects with Geneva Avenue, to the south, and along Ocean Avenue, to the north. The project will identify improvements to make the area safer for pedestrians, bicyclists, and motorists, as well as improve access to transportation services for pedestrians and bicyclists.

The Balboa Park Station Pedestrian and Bicycle Connection Project will address activities along both Ocean and Geneva Avenues. Through this study, the SFMTA seeks to:

- increase travel by foot and transit.
- improve safety while increasing access by reducing collisions,
- test innovative measures to improve safety for pedestrians and bicyclists, and
- improve both Ocean and Geneva Avenues by upgrading street lighting, landscaping, and street furniture.

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Anticipated specific benefits include:

- a major improvement to pedestrian and bicyclist comfort and safety;
- a better end-to-end transit experience for pedestrians and cyclists;
- support for transit-oriented development projects; and
- increased transit ridership and rider retention.

The Project will focus on the following elements:

- Document the feasibility of reconfiguring the Interstate 280 on-and off-ramps (east and west sides) to make them safer for pedestrians, bicyclists, and motorists.
- Identify traffic and pedestrian circulation improvements to and from the passenger drop-off area and nearby transit stops.
- Assess the feasibility of expanding one or both of the sidewalks on the Geneva Avenue Interstate 280 overpass.
- Identify improvements to the Geneva Avenue freeway overpass by making it more inviting, such as pedestrian scale lighting or other treatments.
- Connect the new BART pedestrian Westside walkway to Ocean Avenue.
- Improve pedestrian crossings on Ocean Avenue at and near the BART station.
- Provide bike lanes on Ocean Avenue.
- Improve the pedestrian environment along Ocean Avenue.

Consultant Selection

On December 20, 2007, the Office of the Controller released a Request for Qualifications (RFQ #CON2007-06) for transit service planning and implementation consulting services. On March 4, 2008, the Controller issued a list of firms that were eligible to be placed on a pre-qualified list.

In April 2008, SFMTA issued an RFP to pre-qualified firms on the Controller's list, and received responses from two firms -- Carter & Burgess, Inc. and HNTB.

On May 16, 2008, the Technical Evaluation Team, consisting of representatives from the SFMTA, Caltrans, Planning Department, and BART, met to discuss the proposals. On May 19 and 20, 2008, the Team conducted oral interviews with the two firms, and also scored the two proposals.

Based on the evaluation of the two proposals received, oral interviews, and discussion of relative strengths and weaknesses of the proposals and firms, the Evaluation Team ranked Carter & Burgess, Inc. as the highest-ranked firm. The team, comprised of Carter & Burgess, Inc., Fehr & Peers, and CHS Consulting, is highly suited and experienced in conducting such studies and in developing a variety of solutions which can be implemented in various stages. Results of their efforts will enable the SFMTA to seek future funding for the implementation of proposed concepts developed by the consultants.

Contract

The following are the key provisions of the contract negotiated with Carter & Burgess, Inc.:

- The term of this Agreement will be from October 1, 2008 to September 30, 2009.
- The study is divided into 16 tasks broken into three phases:
 - Part I – Data collection, Geneva Avenue analysis and public outreach
 - Part II – Data collection, Ocean Avenue analysis and public outreach
 - Part III – Report writing, response to comments, and final submittal

Page 4.

The contract calls for the consultant to conduct community meetings, as well as attend Technical Advisory Meetings (with key stakeholders such as BART, Caltrans, and the Planning Department).

Contract

The following are the key provisions of the contract negotiated with Carter & Burgess, Inc.:

- The term of this Agreement will be from October 1, 2008 to September 30, 2009.
- The study is divided into 16 tasks broken into three phases:
 - Part I – Data collection, Geneva Avenue analysis and public outreach
 - Part II – Data collection, Ocean Avenue analysis and public outreach
 - Part III – Report writing, response to comments, and final submittal

The contract calls for the consultant to conduct community meetings, as well as attend Technical Advisory Meetings (with key stakeholders such as BART, Caltrans, and the Planning Department).

The Contract Compliance Office has determined that Carter & Burgess, Inc. has submitted documentation indicating its commitment to achieve the 15 percent Local Business Enterprise (LBE) participation goal set for this contract as well as the Non-discrimination Requirements. The subcontractors for this contract are:

Fehr & Peers (Project Manager: Matt Ridgeway)
CHS Consulting (Project Manger: Chi-Hsin Shao) – LBE firm

ALTERNATIVES CONSIDERED

Without the completion of this study, the necessary analysis needed to develop pedestrian and bicycle, improvements will not be developed. Currently, no funds have been identified or committed to study and/or implement improved rider, pedestrian, and bicycle connectivity to the station. While BART has committed funds to create an accessible walkway and entrance on the west side of the station, their funds are limited and restricted. The Safe Routes to Transit grants will allow for improvement elements on a smaller scale to be studied and implemented within a year or two after the study is completed.

If this study were not to be completed, the grants received would have to be returned to the funder. The work must be completed and funds expended by fall 2009. The failure to complete the project could also jeopardize the SFMTA's ability to secure future grants from the Safe Routes to Transit program.

FUNDING IMPACT

Funding for this effort comes from Regional Measure 2 (RM-2) which is administered by the Metropolitan Transportation Commission (MTC). The Safe Routes to Transit Grant Program is a program under RM-2 and has awarded the SFMTA two grants totaling \$380,280 to conduct the study. The first grant awarded in 2005 was for \$200,000 and the second, awarded in 2007, was for \$181,280.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

March 2008 Civil Service Commission --Approved all firms under the Controller's Pre-Qualified list

Page 5.

RECOMMENDATION

SFMTA requests that the SFMTA Board authorize the Executive Director/CEO to execute the Agreement with Carter & Burgess, Inc. to conduct the Balboa Park Station Pedestrian and Bicycle Connection Project.

The City Attorney's Office has reviewed this calendar item.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The Office of the Controller, on December 20, 2007, released a Request for Qualifications (RFQ #CON2007-06) for transit service planning and implementation consulting services; and

WHEREAS, On March 4, 2008, the Controller issued a list of those firms that were eligible to be placed on a pre-qualified list; and

WHEREAS On April 21, 2008, the SFMTA Transportation Planning and Development division issued an RFP for the Balboa Park Station Pedestrian and Bicycle Connection Project, soliciting proposals from the Controller's pre-qualified list; and

WHEREAS, On May 9, 2008, the SFMTA received two proposals in response to the RFP; and

WHEREAS, On May 16, 2008, the SFMTA convened a Technical Evaluation Team (TET) comprised of SFMTA staff and key stakeholders (Planning Department, Caltrans, and BART), who evaluated and scored the two proposals; and

WHEREAS, On May 19 and 20, 2008, the TET interviewed both firms; and

WHEREAS, The TET ranked Carter & Burgess, Inc. as the highest-ranked firm and has negotiated an agreement with the consultant; Carter & Burgess, Inc.; now therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Executive Director/CEO or his designee to award San Francisco Municipal Transportation Agency Contract #2008-01, to Carter & Burgess, Inc. to conduct planning studies for the Balboa Park Station Pedestrian and Bicycle Connection project for a term of one year and an amount not to exceed \$220,000.

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

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Avenue, 7th floor
San Francisco, California 94103**

**Agreement between the City and County of San Francisco and
Carter & Burgess, Inc. for Transportation Planning Services**

This Agreement is made this thirteenth day of August, 2008, in the City and County of San Francisco, State of California, by and between: Carter & Burgess, Inc., located at 160 Spear Street, Suite 330 San Francisco, CA 94105, (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Municipal Transportation Agency (“SFMTA”)

Recitals

- A. The Municipal Transportation Agency wishes to procure transportation planning and engineering services to improve pedestrian and bicycle movement in and around the Balboa Park Station area.
- B. A Request for Proposals (“RFP”) was issued on April 21, 2008, and City selected Contractor as the highest qualified scorer pursuant to RFP# SFMTA-2008-01.
- C. Contractor represents and warrants that it is qualified to perform the services required by City as set forth under this Contract.
- D. Approval for this Agreement was obtained when the Civil Service Commission approved Personal Service Contract number PSC 4114 / 07-08 on March 17, 2008.

Now, THEREFORE, the parties agree as follows:

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

This 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 Controller, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

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

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from October 1, 2008 to September 30, 2009.

3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation

Compensation shall be made in accordance with the Compensation Schedule in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. Payments will be made in eight (8) invoiced progress payments, after the tasks and deliverables relative to each invoice identified in the Compensation Schedule have been performed to the satisfaction of the Executive Director/CEO of the SFMTA, or his or her designee.

In no event shall the amount of this Agreement exceed Two Hundred Twenty Thousand Dollars (\$220,000).

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

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

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of the HRC Progress Payment Form. If the Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided.

Following City's payment of an invoice, Contractor has ten days to file an affidavit using the HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

6. 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 laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

c. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

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.

7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice 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."

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Disallowance (Left Blank by Agreement of the Parties)

10. Taxes

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

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may

result in a “change in ownership” for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. 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 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 do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City’s reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City’s request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the Project Schedule specified in this Agreement.

13. 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.

14. 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 Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses.

Should a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

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

(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:

(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 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 reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

Municipal Transportation Agency
One South Van Ness Avenue, 7th floor
San Francisco, CA 94103
Attn: Kim Walton

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 Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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 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 Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this 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 Agreement.

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

i. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

16. Indemnification

a. General Indemnity

To the fullest extent permitted by law, Contractor shall assume the defense of, indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants) and liabilities of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation), that arise directly or indirectly, in whole or in part, from (1) the services under this Agreement, or any part of such services, and (2) any negligent, reckless, or willful act or omission of the Contractor and subconsultant to the Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"), subject to the provisions set forth herein.

b. Limitations

(1) No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's liability under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such liability.

(2) The Contractor assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

(3) The Contractor's indemnification obligations of claims involving "Professional Liability" (claims involving acts, errors or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Contractor's negligence or other breach of duty.

c. Copyright Infringement

Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in then performance of Contractor's services under this Agreement.

17. Incidental and Consequential Damages (Left blank by Agreement of Parties)

18. Liability of City

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. 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.

19. Liquidated Damages

By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of One Hundred Dollars (\$100.00) per day for each day of delay beyond scheduled milestones and timelines for the tasks described in Appendix A and indicated by asterisks on the Compensation Schedule attached as Appendix B is not a penalty, but is a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to deliver to City within the time fixed or such extensions of time permitted in writing by the SFMTA. Contractor shall not be responsible to City for any liquidated damages to the extent any delays are caused beyond Contractor's reasonable control.

20. Default; Remedies

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

(1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, 53, 55, 57, or 58.

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation)

to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

(7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not

to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d).

f. City's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8 through 11, 13 through 18, 24, 26, 27, 28, 48 through 52, 56, and 57.

b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Notices to the Parties

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

To City: Kim Walton, Transportation Planner
Municipal Transportation Agency
One South Van Ness Avenue, 7th floor
San Francisco, CA 94103
Kim.Walton@sfmta.com
(FAX) (415) 701-4372

To Contractor: Judis Santos, Contract Manager
Carter & Burgess, Inc.
160 Spear Street, Suite 330
San Francisco, CA 94105
Judis.Santos@jacobs.com
(FAX) (415) 356-2055

Any notice of default must be sent by registered mail.

26. Ownership of Results

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records

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 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 Agreement, whether funded in whole or in part under this 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 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 matter of this Agreement shall have the same rights conferred upon City by this Section.

29. Subcontracting

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment

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

31. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Earned Income Credit (EIC) Forms

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.

d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. The LBE Ordinance

Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”), provided such amendments do not materially increase Contractor’s obligations or liabilities, or materially diminish Contractor’s rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor’s willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor’s obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

(1) Enforcement

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor’s net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City’s Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the “Director of HRC”) may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor’s LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which

such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland

Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride

Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation

Chapter 5 of the San Francisco Environment Code (“Resource Conservation”) is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. 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.

41. Public Access to Meetings and Records

If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this

Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of

any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement

as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission..

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent

or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages

Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
 - A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
 - B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.
- (6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

(7) That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's costs and reasonable attorneys fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. 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.

51. Construction

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. 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 48.

53. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Supervision of Minors (Left blank by Agreement of the Parties)

56. 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.

57. 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.

58. 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 Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount

shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Slavery Era Disclosure (Left blank by Agreement of the Parties)

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

CITY	CONTRACTOR
San Francisco Municipal Transportation Agency	Carter & Burgess, Inc.
_____ Nathaniel P. Ford, Sr. Executive Director / CEO	By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.
Approved as to Form:	I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.
Dennis J. Herrera City Attorney	_____ Authorized Signature
By: _____ Robin M. Reitzes Deputy City Attorney	_____ Printed Name
AUTHORIZED BY:	_____ Company Name
MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS	_____ Address
Resolution No: _____	_____ City, State ZIP
Adopted: _____	_____ Telephone No.
Attest: _____ Roberta Boomer, Secretary to the SFMTA Board of Directors	City vendor number: 68147

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges

Appendix A

Services to be Provided by Contractor

1. Description of Services

Contractor agrees to perform the services as described in Appendix A.1, “Balboa Park Bicycle and Pedestrian Connection Project Scope and Deliverables” and as described in the proposal submitted in response to RFP # SFMTA-01.

2. Reports

Contractor shall submit written reports as requested by the SFMTA . Format for the content of such reports shall be determined by the SFMTA . The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

3. Department Liaison

In performing the services provided for in this Agreement, Contractor’s liaison with the SFMTA will be Kim Walton.

Attachment A - Balboa Park Bicycle and Pedestrian Connection Project

Project Scope/Deliverables/Tasks

The major objectives of this project are:

1. To build on information included in the SFMTA's Transit Effectiveness Project (TEP), Bicycle Plan, and the Better Streets Plan by identifying access improvements to transportation services for pedestrians, bicyclists, and motorists.
2. Prepare a draft and final report documenting results for Geneva Avenue Pedestrian Bicycle Analysis (Part I) and Ocean Avenue Pedestrian and Bicycle connections (Part II).
 - a. Geneva Avenue Chapter to include:
 - i. Address feasibility of reconfiguring Interstate 280 on and off-ramps (east and west sides)
 - ii. Identify traffic and pedestrian circulation improvements to and from the kiss-and-ride area and nearby transit stops
 - iii. Assess feasibility of expanding one or both of the sidewalks on the interstate 280 overpass
 - iv. Identify improvements to freeway overpass such as pedestrian scale lighting or other treatments; Assess proposed improvements in relationship to Geneva Avenue as a designated Transit Preferential Street.
 - b. Ocean Avenue Chapter to address:
 - i. Freeway on and off-ramp interference with pedestrian pathways;
 - ii. Muni light rail vehicles crossing the sidewalk to enter the Green Facility yard;
 - iii. Connecting the new west side walkway to pedestrian and bicycle facilities on both sides of Ocean Avenue
 - iv. Improving pedestrian crossings of Ocean Avenue at and near the Balboa Park station, including crosswalks and pedestrian signals;
 - v. Feasibility of providing bike lanes on Ocean Avenue;
 - vi. Improving pedestrian environment along Ocean Avenue; and,
 - vii. Providing direct access to Balboa Park from the Balboa Park station
3. Prepare improvement concepts, including those that could be "fast-tracked" and implemented within 1-2 years of study completion.
4. Prepare grant ready description, scope, schedule and budget, with supporting documentation, for selected fast track projects appropriate to apply for design and implementation funding.
5. Conduct public outreach throughout the analysis including community meetings and agency meetings. SFMTA will establish a Technical Advisory Committee and convene community meetings for continuous public input throughout the project.

A. Project Development Phases

Project Development will consist of the following parts:

- **Part 1** – Data Collection, Geneva Avenue Analysis, Public Outreach
- **Part 2** – Data Collection, Ocean Avenue Analysis, Public Outreach
- **Part 3** – Report Writing, Response to Comments, Final Submittal

PROJECT MANAGEMENT

TASK – PROJECT MANAGEMENT

- Prepare Project Work Plan to include project schedule, work flow diagram, work processes and communications protocols.
- Conduct six in-person and eight conference call progress meetings with SFMTA Project Manager (or as needed) for 10 months.

PART 1 – GENEVA AVENUE ANALYSIS

TASK 1 – DOCUMENT EXISTING CONDITIONS

- Document existing facilities along Geneva Avenue, from the transit station to Phelan Avenue. Focus will be placed on interaction between bicycle, pedestrians, transit vehicles and motorists.
- Information to be collected on this task order: Pedestrian and vehicle circulation at the kiss-and-ride facility on the south side of Geneva Avenue, I-280 ramp queues and aggressive driving, sidewalk widths, curb ramps, pavement and striping conditions, qualitative assessment of street and sidewalk illumination (focusing on areas of deficiency), transit operations and conflicts between modes, traffic and LRV Operations at San Jose Avenue/Geneva Avenue, confined LRV Waiting Area inside Green Yard, street trees and vegetation, transit shelter conditions, signage and wayfinding, compliance with existing regulations, including jaywalking and double-parking, bicycle parking facilities, bicyclist and pedestrian safety hazards, and traffic conditions.
- Future travel forecasts from the latest version of the SFCTA CHAMP model shall be compared with the cumulative conditions travel forecasts from the Better Neighborhoods EIR. Using these two sets of forecasts, Consultant shall work with the SFMTA to derive reasonable travel forecast assumptions for the future.
- Bicycle and pedestrian collision history shall be documented over the most recent three years available. Depending on the available data, Consultant shall document collision severity and location.

Task Deliverables (summarized in Part III):

- Document findings into Draft Report (Geneva Analysis Chapter).

Due By: 10/29/08

TASK 2 – ASSESS FEASIBILITY OF RECONFIGURING I-280 RAMPS

- Review past studies and recommend potential improvements, including revised lane striping and geometries, signal phasing and timing, and crosswalk striping.
- Identify potential improvements to wayfinding signage at the off-ramps.
- To the extent that modification to the intersections involves civil/structural engineering evaluations, Consultant shall prepare concepts using an aerial base. To the extent that changes to the intersection would include modifications to the signal(s), Consultant shall recommend conceptual signal design and assess signal equipment needs.
- Focus shall be on near-term improvements that do not preclude the ultimate goal of constructing a deck over I-280, which would entail rebuilding the I-280 intersections at Geneva and Ocean Avenue.
- SFMTA will facilitate communications with Caltrans and provide input to Consultant.
- Consultant shall provide up to two concepts.

Task Deliverables (summarized in Part III):

- Document findings into Draft Report (Geneva Analysis Chapter)

Due By: 12/24/08

TASK 3 – ASSESS POTENTIAL IMPROVEMENTS TO KISS-AND-RIDE AREA

- Evaluate potential improvements to the kiss-and-ride area on the south side of Geneva Avenue. Potential options include reconfiguring roadway geometries, removing kiss-and-ride access location, moving locations of bus stops, and different traffic controls at intersections.
- Provide schematic design of a reconfigured kiss-and-ride area, including roadway and signal design.
- Focus shall be on near-term improvements. Options (up to two sketched) shall be identified with one option carried forward for refinement. SFMTA will provide a timely decision related to the kiss-and-ride area option.

Task Deliverables (summarized in Part III):

- Document findings into Draft Report (Geneva Analysis Chapter).
- Schematic design drawing at 1:100 scale over aerial photo.

Due By: 1/7/09

TASK 4 – ASSESS FEASIBILITY OF WIDENING SIDEWALKS ALONG THE I-280 OVERCROSSING

- Conduct a field review and document findings of pavement conditions, obtain as-builts and examine load-bearing capabilities of the overcrossing.
- Document the potential of planting trees or other vegetation on the overcrossing.
- Provide input on ideal cross-sections.

Task Deliverables:

- Document findings into Draft Report (Geneva Analysis Chapter)

Due By: 12/31/08

TASK 5 – DOCUMENT POTENTIAL IMPROVEMENTS TO PEDESTRIAN REALM

- Analyze appropriate improvements to the pedestrian realm by the transit station and along Geneva Avenue.
- Discuss improvements to enhance pedestrian safety and calm traffic at the San Jose Avenue/Geneva Avenue intersection.
- Options to discourage jaywalking shall be investigated, such as location of M-line stop, median landscaping and/or fences.
- Options shall include pedestrian-scale lighting, street furniture, intersection treatments and bulb-outs, curb ramps, pavement conditions, street trees, transit shelters and vegetation.
- In furtherance of plans to make Geneva Avenue the “front door” to the Balboa Park neighborhood, discuss appropriate locations for sidewalk vendors and public art installations near the transit station.
- Acknowledge there will be future changes to the project area, such as those recommendations from the Balboa Park Better Neighborhoods Plan, that are not addressed as part of this study.

Task Deliverables:

- Document findings into Draft Report (Geneva Analysis Chapter).

Due By: 12/31/08

PART 2 – OCEAN AVENUE ANALYSIS

TASK 6 – DOCUMENT EXISTING CONDITIONS

- Document existing conditions along Ocean Avenue, from the transit station to Phelan Avenue. Issues to be studied include: Transit vehicles crossing the sidewalk on the south side of Ocean Avenue at the Green Yard, bicycle conditions along Ocean Avenue, particularly with regard to highway ramps, LRV tracks and on-street parking, street trees and vegetation, street and sidewalk illumination, traffic conditions and aggressive driving, and ADA-compliant facilities.
- Review previous studies on this street, including the SFMTA Bicycle Plan, the SFDPW Great Streets Program, TEP, and 2002 Better Neighborhoods.
- Attention shall be placed on connections between major destinations in the area, including the transit station, City College, Lick-Wilmerding High School, and Balboa Park.

Task Deliverables:

Document findings into Draft Report (Ocean Analysis Chapter).

Due By: 12/16/08

TASK 7 – ASSESS IMPROVEMENTS TO I-280 RAMPS

- Assess improvements to the I-280 ramps and improvements to facilitate pedestrian safety and comfort
- Consultant shall work with Caltrans in assessing improvements.
- Particular emphasis shall be placed on reconstruction of the southbound off-ramp to reduce vehicle speeds and increase pedestrian visibility and safety. Consultant will advise on this effort, particularly as it relates to the pedestrian crossing of the ramp and bike accommodations.

Task Deliverables:

Document findings into Draft Report (Ocean Analysis Chapter)

Due By: 3/10/09

TASK 8 – ANALYZE RECONFIGURATIONS OF SIDEWALK AND LRV CROSSING

- Review the configuration and operations of Ocean Avenue and Muni track turning radius.
- Analyze potential alternatives that can be implemented in the short term, and that do not preclude the anticipated deck over I-280 or the redevelopment of the Green Yard.
- Work with SFMTA operations and engineering department staff in reviewing the configuration and operations of Ocean Avenue.
- SFMTA will coordinate with BART and provide input to Consultant.

Task Deliverables:

Document findings into Draft Report (Ocean Analysis Chapter).

Due By: 3/17/09

TASK 9: DETAIL CONNECTION BETWEEN OCEAN AVENUE AND NEW BART PEDESTRIAN PATH

- Determine connection between the new pedestrian path to the BART station, Ocean Avenue, and the I-280 undercrossing/bus platform, as well as the planned mid-block BART portal.
- Emphasis shall be placed on directness of connection, personal safety and security, and ADA compliance.
- SFMTA will coordinate with BART and provide input to Consultant.

Task Deliverables:

Document findings into Draft Report (Ocean Analysis Chapter)

Due By: 3/24/09

TASK 10: DOCUMENT AND ANALYZE POTENTIAL FOR IMPROVEMENTS TO PEDESTRIAN CROSSINGS/CONNECTIONS BETWEEN TRANSIT STATIONS AND BALBOA PARK

- Analyze the existing pedestrian under crossings on the east and west side of I-280.
- Conduct operations analysis to determine if at-grade crossings of Ocean Avenue at the northbound and reconfigured southbound I-280 ramps are feasible and the impacts these would have on transit vehicles and motorists.
- Study opportunities to enhance at-grade crossings of Ocean Avenue at the existing K-line station at Geneva Avenue, and at a potentially relocated station at Howth Avenue.
- Evaluate the potential for a more direct pedestrian connection between the transit station and Balboa Park, particularly the northern and western edges. Evaluation will be based on field observation of existing needs and pedestrian desire lines, and traffic volumes and signal progression at the intersections of Ocean Avenue and I-280 and Ocean Avenue and San Jose Avenue during the weekday PM peak hour and weekend midday. Once the location is determined, appropriate traffic control devices for the crossing will be determined.
- Provide schematic design of a pedestrian connection between Balboa Park BART station and Balboa Park and signal design.
- Recommendations shall be discussed to better connect these facilities to local destinations, including the Balboa Park transit station, CCSF, and Lick-Wilmerding.
- Results from this task will be used as a basis for the connections analysis.
- SFMTA will provide status update on the Bike Plan.
- Consultant shall consider input and involvement from BART and SF Recreation and Park Department.
- Focus shall be on near-term improvements. Consultant shall identify options for improvements (up to two sketched), with one option to be carried forward for refinement. SFMTA will provide a timely decision related to the option to be carried forward.
- Options shall include a connection from the Ocean Avenue undercrossing, and/or the installation of a crosswalk and a pedestrian crossing phase.

Task Deliverables:

Document findings into Draft Report (Ocean Analysis Chapter)

Include schematic design drawing at 1:100 scale over aerial photo.

Due By: 2/24/09

TASK 11: ANALYZE FEASIBILITY OF ADDING BICYCLE LANES TO OCEAN AVENUE

- Analyze the feasibility of removing travel lanes on Ocean Avenue between San Jose Avenue and Lee Avenue to accommodate bicycle lanes.
- Conduct a parking supply and demand survey to analyze the potential impact of removing one or both lanes of on-street parking.
- Analysis will be based on previous work as studied in the Bike Plan and EIR.

Task Deliverables:

Document findings into Draft Report (Ocean Analysis Chapter).

Due By: 3/31/09

TASK 12: ASSESS POTENTIAL IMPROVEMENTS TO THE PEDESTRIAN REALM ALONG OCEAN AVENUE

- Analyze potential improvements to the pedestrian realm along Ocean Avenue.

Assumptions:

- Options to be analyzed include pedestrian-scale lighting, street furniture, intersection treatments and bulb-outs, curb ramps, pavement improvements and decorative treatments, transit shelters, street trees and vegetation.

Due By: 2/10/09

PART 3 – REPORT WRITING, RESPONSE TO COMMENTS, FINAL SUBMITTAL

TASK 13: DRAFT REPORT

- Document the findings of Tasks 1-13 into a draft report. This report will be submitted to the SFMTA for review.
- Consultant will provide all hard copies to SFMTA for distribution.
- The Geneva Avenue recommendations chapter of the report shall be prepared subsequent to the completion of Tasks 1-5 as outlined above. The Ocean Avenue recommendations chapter of the report shall be prepared subsequent to the completion of Tasks 6-13.
- The report shall also summarize existing conditions and the public outreach activities conducted for this project.
- SFMTA will provide comments on the Draft Report within three weeks

Task Deliverables:

- Ten (spiral bound color hard-copies and one CD of draft report.
- One unbound color copy of draft report.

Due By: Geneva Chapter of Draft Report 3/2/09
Ocean Chapter of Draft Report 4/20/09
Combined Chapters of Draft Report 6/1/09

TASK 14: COMMUNITY MEETINGS

- Conduct three community meetings to review concepts and plans. The first meeting, to be held after the first TAC meeting, shall be a presentation of existing conditions. The second, to be

held after the second TAC meeting, shall present draft concepts and preliminary prioritization. The third meeting, to be held after the third TAC, shall present recommendations.

- Logistical support, facilitation, attend and document three community meetings.
- Prepare draft and final Community Involvement Technical Memorandum of community issues raised during the public outreach process.
- Notifying the public, scheduling, and reserving an accessible meeting venue will be the responsibility of SFMTA.
- A total of two of Consultant's team will attend and support the three community meetings.
- Assume up to 70+ community participants at each meeting.

Task Deliverables:

- Materials (5 hard copies of PowerPoint presentation, 1 CD) and meeting summary for up to three community meetings
- 100 color copies of one 11x17 hand-out for each of three community meetings.
- Up to six presentation boards for each of the three meetings.
- Draft and Final Community Involvement Technical Memorandum.

TASK 14B: TECHNICAL ADVISORY COMMITTEE MEETINGS

- Conduct three technical advisory committee (TAC) meetings to review concepts and plans. The first meeting shall be a kick-off meeting followed by a walking tour. The second shall be a charrette to develop recommendations. The third shall be a presentation of recommendations of the Consultant.
- Provide logistical support, attend and document three TAC meetings.
- Prepare PowerPoint presentations
- Notifying the TAC, scheduling, facilitating, and reserving an accessible meeting venue will be the responsibility of SFMTA.
- Assume up to 20 participants.
- Two Consultants shall attend and support up to three TAC meetings.

Task Deliverables:

- Materials (5 hard copies of PowerPoint, 1 CD) and meeting summary for up to three (3) TAC meetings

TASK 14C: MEETINGS WITH SFMTA STAFF

- Conduct six in-person and eight conference call progress meetings with SFMTA PM (or as needed) for 10 months.
- Up to two technical team members in attendance (as necessary).
- In-person meeting duration up to two hours. Each conference calls shall be approximately one hour in length.

Task Deliverables:

- Updated Action items list.
- Phone log when communicating with agencies (i.e. BART, Caltrans).

TASK 15: RESPOND TO COMMENTS ON DRAFT REPORT

- Consultant shall respond to one round of comments from SFMTA staff.
- SFMTA will provide and collect comments from agencies.
- SFMTA will provide comments to Consultant in a timely manner (up to three calendar weeks response/review time).

Task Deliverables:

- Excel spreadsheet tracking comments and responses.

Due by: 5/22/09

TASK 16: FINAL SUBMITTAL

- Following the receipt of comments on the draft report, consultant will submit a Final Report to the SFMTA.
- Consultant will provide hard copies to SFMTA for distribution.

Task Deliverables:

- One unbound color hard-copy and one CD.
- Fifteen spiral bound color hard-copies.

Due By: 6/19/09

OTHER KEY ASSUMPTIONS

- Account for Geneva Transit Preferential Streets improvements
- Do not preclude other improvements recommended in the 2002 Better Neighborhoods Plan

Appendix B -Calculation of Charges

	Invoice #/ Payment Date	TASKS/DELIVERABLES	Geneva Amount	Ocean Amount	Total Budget	
1a	1 11/1/2008	Project Management	\$605.93	\$605.93	\$1,211.86	
1b		Task 1 Geneva Document Existing Conditions	\$9,902.25	\$0.00	\$9,902.25	
1c		Task 14b TAC Meeting Summary #1	\$1,786.57	\$1,786.57	\$3,573.14	
1d		Task 14c Kick-Off Meeting Summary	\$850.80	\$850.79	\$1,701.59	
1e		Conference Call	\$250.00	\$250.00	\$500.00	
1f		Invoice 1 Total		\$13,395.55	\$3,493.29	\$16,888.84
2a	2 12/1/2008	Project Management	\$605.93	\$605.93	\$1,211.86	
2b		Task 2 Geneva I-280 Ramp Reconfiguration	\$10,655.37	\$0.00	\$10,655.37	
2c		Task 14a Community Meeting #1 Summary/	\$3,923.32	\$3,923.32	\$7,846.64	
2d		Conference Call	\$250.00	\$250.00	\$500.00	
2e		Invoice 2 Total		\$15,434.62	\$4,779.25	\$20,213.87
3a	3 1/2/2009	Project Management	\$605.93	\$605.93	\$1,211.86	
3b		Task 5 Geneva Pedestrian Realm	\$4,920.03	\$0.00	\$4,920.03	
3c		Task 6 Ocean Avenue Document Existing Conditions	\$0.00	\$7,092.40	\$7,092.40	
3d		Task 4 Geneva Widened Sidewalks Along Overpass	\$9,936.62	\$0.00	\$9,936.62	
3e		SFMTA Staff Meeting	\$850.79	\$850.80	\$1,701.59	
3f		Conference Call	\$250.00	\$250.00	\$500.00	
3g		Invoice 3 Total		\$16,563.37	\$8,799.13	\$25,362.50
4a	4 2/1/2009	Project Management	\$605.93	\$605.93	\$1,211.86	
4b		Task 3 Kiss And Ride Area	\$15,482.98	\$0.00	\$15,482.98	
4c		*Liquidated damages apply 152 days from Notice to Proceed.	***Task 13 Geneva Avenue Draft Report ***	\$6,721.04	\$0.00	\$6,721.04
4d		Task 14b TAC Meeting #2 Materials And Summary	\$1,786.57	\$1,786.57	\$3,573.14	
4e		SFMTA Staff Meeting	\$850.80	\$850.79	\$1,701.59	
4f		Conference Call	\$250.00	\$250.00	\$500.00	
4g		Invoice 4 Total		\$25,697.32	\$3,493.29	\$29,190.61
5a	5 3/1/2009	Project Management	\$605.93	\$605.93	\$1,211.86	
5b		Task 10 Ocean Pedestrian Crossing/Improved	\$0.00	\$23,863.49	\$23,863.49	
5c		Task 12 Ocean Pedestrian Realm	\$0.00	\$4,620.03	\$4,620.03	
5d		Task 13 Refined Concepts	\$0.00	\$6,721.04	\$6,721.04	
5e		Task 14a Community Meeting #2 Summary	\$3,923.32	\$3,923.32	\$7,846.64	
5f		Task 15 Draft Comments Table	\$488.77	\$488.77	\$977.54	
5g		SFMTA Staff Meeting	\$850.79	\$850.80	\$1,701.59	
5h		Conference Call	\$250.00	\$250.00	\$500.00	
5i		Invoice 5 Total		\$6,118.81	\$41,323.38	\$47,442.19
6a		6 4/1/2009	Project Management	\$605.93	\$605.93	\$1,211.86
6b	Task 7 Ocean I-280 Ramp Reconfiguration		\$0.00	\$9,936.62	\$9,936.62	
6c	Task 8 Ocean Sidewalk And LRV Crossing		\$0.00	\$16,762.00	\$16,762.00	
6d	Task 9 Ocean New BART Pedestrian Connection		\$0.00	\$3,886.75	\$3,886.75	
6e	Task 11 Bicycle Lanes On Ocean Avenue		\$0.00	\$8,699.94	\$8,699.94	
6f	*Liquidated damages apply. 201 days from Notice to Proceed		*** Task 13 Ocean Draft Report ***	\$0.00	\$6,721.04	\$6,721.04
6g	Task 14b TAC Meeting #3 Materials And Summary		\$1,786.57	\$1,786.57	\$3,573.14	
6h	SFMTA Staff Meeting		\$850.80	\$850.79	\$1,701.59	
6i	Conference Call		\$250.00	\$250.00	\$500.00	
6j	Invoice 6 Total			\$3,493.30	\$49,499.64	\$52,992.94
7a	7 5/1/2009	Project Management	\$605.93	\$605.93	\$1,211.86	
7b		Task 14a Community Meeting #3 Materials And	\$3,923.32	\$3,923.32	\$7,846.64	
7c		Task 15 Draft Comments Table	\$488.77	\$488.77	\$977.54	
7d		SFMTA Staff Meeting	\$850.79	\$850.80	\$1,701.59	
7e		Conference Call	\$250.00	\$250.00	\$500.00	
7f		Invoice 7 Total		\$6,118.81	\$6,118.82	\$12,237.63
8a	8 7/1/2009 Final invoice	Project Management	\$605.93	\$605.93	\$1,211.87	
8b		Task 15 Response To Comments Table	\$488.77	\$488.77	\$977.54	
8c		* ** Task 16 Final Submittal ***	\$6,491.00	\$6,491.00	\$12,982.00	
8d		*LD applies. 261 days from NTP.	Conference Call	\$250.00	\$250.00	\$500.00
8e		Invoice 8 Total		\$7,835.71	\$7,835.71	\$15,671.41
Total		TOTAL OF INVOICES 1 - 8	\$94,657.49	\$125,342.51	\$220,000.00	

THIS PRINT COVERS CALENDAR ITEM NO. : _____

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: TRANSPORTATION PLANNING AND DEVELOPMENT

BRIEF DESCRIPTION:

Requesting authorization for the Executive Director/CEO to execute the Ninth Modification to San Francisco Municipal Transportation Agency Contract MR-1138, Automatic Vehicle Location System, with NextBus Inc., extend the contract until March 5, 2009 at an additional cost of \$933,996 for a total Contract amount of \$12,386,608 to perform additional work and improvements to the Automatic Vehicle Location System.

SUMMARY:

- Contract No. MR-1138 requires NextBus, Inc. to develop, acquire, install and implement an integrated Automatic Vehicle Location System.
- On December 18, 2001, the Municipal Transportation Agency Board adopted Resolution No. 01-030, which authorized the award of Contract MR-1138 to NextBus Information Systems, Inc. at a cost not to exceed \$9,565,057.00, and for a term not to exceed five years. The contract was executed by the parties in July 2002.
- The contract has been modified eight times between November 2003 and January 2008.
- This Ninth Modification will extend the contract duration by an additional five months; require that a letter of credit in the amount of \$1,100,000 remain in place until March 5, 2010, to cover the warranty period of the system; and increase the contract amount by an additional \$933,996 to perform additional work and improvements to the Automatic Vehicle Location System.

ENCLOSURES:

1. SFMTAB Resolution
2. Contract Modification No. 9

APPROVALS:

DATE

DIRECTOR OF DIVISION PREPARING ITEM _____	_____
FINANCE _____	_____
EXECUTIVE DIRECTOR/CEO _____	_____
SECRETARY _____	_____

ADOPTED RESOLUTION
BE RETURNED TO _____ Gigi Pabros _____

ASSIGNED SFMTAB CALENDAR DATE: _____

PURPOSE

On December 18, 2001, the San Francisco Municipal Transportation Agency (SFMTA) Board of Directors adopted Resolution No. 01-030, which authorized the award of Contract MR-1138, Automatic Vehicle Location System to NextBus Information Systems, Inc. at a cost not to exceed \$9,565,057, and for a term not to exceed five years. The Contract was executed by the parties in July 2002.

The work under the Contract includes system design, purchase, installation and training services for the integrated Global Positioning System (GPS) based Automatic Vehicle Location and customer information system.

This Ninth Contract Modification will extend the Agreement until March 5, 2009 in order to design and implement the following additional work:

- (1) Furnish and install an additional three hundred sixty (360) Passenger Information Display Signs at selected locations.
- (2) Provide enhancement to passenger information sign management software.
- (3) Furnish and install seven (7) platform display signs at selected locations.
- (4) Furnish and install fifty (50) "Push-To-Talk" retrofit assemblies at selected LRV platforms.
- (5) Procure and deliver one set of Cable Car departure countdown system to the SFMTA.
- (6) Procure and deliver forty (40) sets of DRI GPS receiver assemblies to the SFMTA.

GOAL

The objective of the project is to provide real-time transit information to customers, to provide real-time transit management tools to transit managers, and to provide transit system performance reports. The overall goal of this project supports SFMTA's 2008 to 2012 Strategic Plan as follows:

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

2.2 Transit Connectivity and Span of Service

Goal 5: To provide a flexible, supportive work environment and develop a workforce that is capable of leading the agency into the ever-evolving, technology driven future that takes pride and ownership of the agency's mission and vision.

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

Goal 6: To improve service and efficiency, the SFMTA must leverage 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

DESCRIPTION

There have been eight contract modifications of the Agreement to date:

- On November 6, 2003, the Director of Transportation approved the First Modification, which modified the terms of the performance bond requirements and made technical revisions to the contract.
- On January 27, 2004, the Director of Transportation approved the Second Modification, which reduced the Contract value to \$9,428,545, modified the terms of the performance bond requirements and made technical revisions to the contract.
- On September 14, 2004, the Director of Transportation approved the Third Modification, which modified the payment schedule and the terms of the performance bond requirements.
- On July 30, 2005, the Acting Director of Transportation approved the Fourth Modification, which assigned the contract from NextBus Information Services, Inc. to NextBus, Inc.
- On August 22, 2006, the Executive Director/CEO approved the Fifth Modification, which replaced Article 8 of the Agreement “Performance, Labor and Material Bond”, with a new Article 8, “Letters of Credit and Retention of Progress Payments”, made technical revisions to the contract, and authorized the Contractor to proceed with Phases 4, 5, 6, 8 and 9 of the Agreement.
- On August 1, 2007, the Executive Director/CEO approved the Sixth Modification, which extended the term of the Agreement by three months, increased the Contract value to \$10,403,820, and modified 17 Passenger Information Display Signs by installing “Push-to-Talk” buttons.
- On October 19, 2007, the Executive Director/CEO approved the Seventh Modification, which extended the term of the Agreement to February 5, 2008; released the performance bond; required that a letter of credit in the amount \$1,100,000 remain in place until February 5, 2009, to cover the warranty period of the system; and continued a five percent retention of the value of the work performed. This modification did not increase the Contract value.
- On January 15, 2008, the San Francisco Municipal Transportation Agency Board of Directors approved the Eighth Modification, which extended the Agreement to October 5, 2008 and to increase the contract amount by \$1,048,792 to \$11,452,612 to perform additional work and improvements to the Automatic Vehicle Location System.

Contractor will maintain a letter of credit in the amount of \$1,100,000 until SFMTA accepts the Contract work. Thereafter, the Contractor will maintain a letter of credit through the one-year system warranty period. The City will continue to retain at least five percent of progress payments until satisfactory completion of the Contract work. The Contractor will also maintain a performance and payment bond, as required by State and City law, to guarantee the Contract Work that qualifies as construction or public works, in the amount of \$ 1,304,750.

The City Attorney’s Office and the Contract Compliance Office have reviewed this calendar item. The DBE goal for this contract is 15% of the total contract amount.

ALTERNATIVES CONSIDERED

NextBus is the current vendor of the Automatic Vehicle Location system. The system is a proprietary system that no other vendor can provide the system hardware and software to operate the system.

Another procurement method for the NextBus display signs is to purchase the signs through a new sole source contract. The processes of preparing another procurement contract would delay the deployment of the popular NextBus signs to serve the Muni patrons.

FUNDING IMPACT

There is cost increase of \$933,996 in this contract modification. There is already sufficient project grant from TA, MTC and FTA programmed to fund the expansion and enhancement of the NextBus system. There is no funding impact to SFMTA budget or any other capital projects.

A. Funding Sources:

Prop. B 01-23-TA18p	\$2,525,000
CA-70-X003-00	\$1,987,000
RM2 MTC Res. 3722	\$11,283,000
Transit Shelter Account 358880	\$25,000
CA-04-0007-00 116-00 Signal & Comm Equipment (BUS)	\$571,072
CA-04-0051	\$601,920
FTA New Freedom assistance	\$200,000
Total	\$17,192,992

B. Operation Fund:

During the project construction period, the system operation cost is funded by the capital grant. SFMTA will budget the system operation and maintenance cost for FY 2010.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

Other approvals are not required.

RECOMMENDATION

Staff recommends that the Board of Directors authorizes the Executive Director/CEO to execute the Ninth Modification to Contract No. MR-1138, Automatic Vehicle Location System, with NextBus, Inc., to extend the contract to March 5, 2009 at an additional cost of \$933,996 for a total contract amount of \$12,386,608 in order to perform additional work and improvements to the Automatic Vehicle Location System.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) Board of Directors adopted Resolution No. 01-030 on December 18, 2001, authorizing the Director of Transportation to enter into Contract MR-1138 for the development, acquisition, installation and implementation of an integrated Automatic Vehicle Location System ("Agreement") in an amount not to exceed \$9,565,057, and a term not to exceed five years; and,

WHEREAS, SFMTA entered into the Agreement with NextBus Information Systems, Inc. in July 2002; and,

WHEREAS, On November 6, 2003, the Director of Transportation approved the First Modification to Agreement, which modified the terms of the performance bond requirements and made technical revisions to the contract; and,

WHEREAS, On January 27, 2004, the Director of Transportation approved the Second Modification to Agreement, which reduced the Contract value to \$9,428,545, modified the terms of the performance bond requirements and made technical revisions to the contract; and,

WHEREAS, On September 14, 2004, the Director of Transportation approved the Third Modification to Agreement, which modified the payment schedule and the terms of the performance bond requirements; and,

WHEREAS, On July 30, 2005, the Acting Director of Transportation approved the Fourth Modification to Agreement, which assigned the contract from NextBus Information Services, Inc. to NextBus, Inc.; and,

WHEREAS, On August 22, 2006, the Executive Director/CEO approved the Fifth Modification to Agreement, which replaced Article 8 of the Agreement "Performance, Labor and Material Bond", with a new Article 8, "Letters of Credit and Retention of Progress Payments", made technical revisions to the contract, and authorized the Contractor to proceed with Phases 4, 5, 6, 8 and 9 of the Agreement; and,

WHEREAS, On August 1, 2007, the Executive Director/CEO approved the Sixth Modification, which extended the term of the Agreement by three months, increased the Contract value to \$10,403,820, and modified 17 Passenger Information Display Signs by installing "Push-to-Talk" buttons; and,

WHEREAS, On October 19, 2007, the Executive Director/CEO approved the Seventh Modification, which extended the term of the Agreement to February 5, 2008, without any cost impact to the Contract value; and,

WHEREAS, On January 15, 2008, the San Francisco Municipal Transportation

Agency Board of Directors adopted Resolution No. 08-012, authorizing the Executive Director/CEO to execute the Eighth Modification to Contract No. MR-1138, Automatic Vehicle Location (“AVL”) System, to extend the Agreement to October 5, 2008 and to increase the contract amount by \$1,048,792 to \$11,452,612 to perform additional work and improvements to the Automatic Vehicle Location System; and,

WHEREAS, It is necessary to extend the Agreement to allow further time for installation of additional passenger information display signs and Push-to-Talk retrofit assemblies, and procure and deliver Cable Car departure countdown system and DRI GPS receiver assemblies; and,

WHEREAS, Contractor will maintain a performance and payment bond the amount of \$1,304,750 to guarantee the Work under Contract Amendment No. 9 that is construction or public works; and,

WHEREAS, This contract modification will assist SFMTA in meeting the goals and objectives of the agency’s Strategic Plan: to improve service delivery, to improve communication to patrons, to provide an improved transit management tool, and to improve service by leveraging technology; and,

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Executive Director/CEO to execute the Ninth Modification to Contract No. MR-1138, Automatic Vehicle Location (“AVL”) System, to extend the Agreement to March 5, 2009 and to increase the contract amount by \$933,996 to \$12,386,608 to perform additional work and improvements to the Automatic Vehicle Location System.

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

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

**Ninth Modification of Agreement between
The City and County of San Francisco and NextBus, Inc. for the Purchase and
Implementation of an Automatic Vehicle Location System**

This Ninth Modification of Agreement, dated for convenience as July 25, 2008, modifies the Agreement between the City and County of San Francisco (“City”), acting by and through its San Francisco Municipal Transportation Agency (“SFMTA”), and NextBus, Inc. (“Contractor”) for the Purchase and Implementation of an Automatic Vehicle Location System.

RECITALS

WHEREAS, In or about July 2002, the City and the Contractor entered into an Agreement for the Purchase and Implementation of an Automatic Vehicle Location System (“Agreement”); and

WHEREAS, The Agreement has been previously modified eight times; and

WHEREAS, The Contractor has agreed to install an additional three hundred sixty (360) Passenger Information Display Signs, seven (7) platform display signs, and fifty (50) “Push-to-Talk” assemblies at various locations determined by the SFMTA; procure and deliver one set of Cable Car countdown system and forty (40) sets of GPS receiver assemblies to the SFMTA; modified various bid item quantities in the Contract; and extend wireless and ASP services for entire AVL system an additional five (5) months.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Ninth Modification of Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged,

THE CONTRACTOR AND THE CITY AGREE AS FOLLOWS:

1. EXTENSION OF TERM, COMPENSATION, LETTER OF CREDIT

a. Section 2.2 “Term of the Agreement” of Article 2 of the Agreement “Project Term” is hereby modified so that the term of the Agreement is Six (6) Years and One Hundred Ninety Seven (197) Calendar Days. Contractor shall complete the Work under the Agreement on or before March 5, 2009.

b. Section 4.1 (b) of Section 4.1 “Compensation” of Article 4 of the Agreement “Pricing and Payment” is hereby deleted and replaced with the following:

4.1(b) In no event shall the amount of this Agreement exceed the Project Price, which is Twelve Million Three Hundred Eighty-Six Thousand Six Hundred and Eight Dollars (\$12,386,608). The specific agreed costs for the Project associated with this Agreement are set out in Appendix B to this Agreement, “Modified Cost Proposal Schedule”, incorporated by reference as though fully set out herein.

c. Section 8.1 “Bond Coverage, Types, and Form” of Article 8 of the Agreement “Performance, Labor, and Material Bond” is hereby deleted and replaced with the addition of the following paragraph:

8.1(a) Within 20 days of the execution of this document (Contract Modification No. 9), and as a condition precedent for SFMTA authorizing Contractor to install hardware listed in Contract Modification No. 9, the Contractor shall provide performance and payment bond coverage in the amount of One Million Three Hundred and Four Thousand Seven Hundred and Fifty Dollars (\$1,304,750) in compliance with the City Administrative Code and California Public Contract Code requirements. The SFMTA in its sole discretion may release the performance and payment bond(s) upon SFMTA's acceptance of the Work to be performed under this Agreement and Contractor has certified and provided documentation that it has fully paid its subcontractors, vendors and material suppliers all amounts owed for work or materials provided to the Work under this Agreement. SFMTA shall reimburse Contractor fifty percent (50%) of the direct cost for procuring the bond.

8.1(b) The Contractor shall complete all Work under the Agreement on or before February 5, 2009. The Contractor shall maintain, extend or cause to be extended the term of the existing Letter of Credit at its current value of One Million One Hundred Thousand Dollars (\$1,100,000) from the date of its execution until March 5, 2010 to cover one-year warranty period or until the SFMTA accepts the Work to be performed under this Agreement and Contractor has certified and provided documentation that it has fully paid its subcontractors, vendors and material suppliers all amounts owed for work or materials provided to the Work under this Agreement, which ever is later.

2. **ADDITIONAL WORK**

Contractor agrees to perform the following Additional Work as more fully described in the document titled "Additional Work for AVL System Project ", attached hereto as Appendix A and incorporated by reference:

- (a) Furnish and install an additional three hundred sixty (360) Passenger Information Display Signs at selected locations. The performance and payment of this Work shall be guaranteed by the bond(s) described in Section 8.1(a) of the Agreement, as amended above.
- (b) Provide enhancement to sign manager application. The performance and payment of this Work shall be guaranteed by the letter of credit described Section 8.1(b) of the Agreement, as amended above.
- (c) Furnish and install seven (7) platform display signs at selected locations. The performance and payment of this Work shall be guaranteed by the bond(s) described in Section 8.1(a) of the Agreement, as amended above.
- (d) Furnish and install fifty (50) "Push-To-Talk" retrofit assemblies at selected LRV platforms. The performance and payment of this Work shall be guaranteed by the bond(s) described in Section 8.1(a) of the Agreement, as amended above.
- (e) Procure and deliver one set of Cable Car departure countdown system to the SFMTA. The performance and payment of this Work shall be guaranteed by the letter of credit described Section 8.1(b) of the Agreement, as amended above.

- (f) Procure and deliver forty (40) sets of DRI GPS receiver assemblies to the SFMTA. The performance and payment of this Work shall be guaranteed by the letter of credit described Section 8.1(b) of the Agreement, as amended above.

Contractor shall perform said Additional Work for the price listed in the “Modified AVL Phased Cost Proposal Schedule”, attached hereto as Exhibit B and incorporated by reference.

3. ADJUSTED BID ITEM QUANTITY

Contractor has agreed to adjust bid items’ quantities as noted on the “Modified AVL Phased Cost Proposal Schedule” in Appendix B.

4. COUNTERPARTS

This Amendment to the Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement may be delivered by executed facsimile transmission or PDF delivered by email, which shall be deemed an original.

IN WITNESS WHEREOF, each party has duly executed this Ninth Modification of Agreement as of the date first referenced above.

<p>CITY Recommended by:</p> <hr/> <p>CARTER R. ROHAN, R.A. Senior Director of Transportation Planning and Development San Francisco Municipal Transportation Agency</p> <p>Approved:</p> <hr/> <p>NATHANIEL P. FORD, SR. Executive Director/CEO San Francisco Municipal Transportation Agency</p> <p>Approved as to Form: DENNIS J. HERRERA City Attorney</p> <hr/> <p>ROBERT K. STONE Deputy City Attorney</p> <p>San Francisco Municipal Transportation Agency</p>	<p>CONTRACTOR Approved:</p> <hr/> <p>JOHN EATON Chief Financial Officer NextBus, Inc. 2433 Mariners Square Loop, Alameda, CA 94501</p> <hr/> <p>OWEN MOORE President Grey Island Systems, Inc. 76 Stafford Street, Suite 100 Toronto, ON Canada</p>
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Board of Directors

Resolution No. _____

Adopted: _____

Attest:

Secretary, SFMTA Board of Directors

APPENDIX A

Contractor shall perform the additional work described in this Appendix A for the price set out in Appendix B to the Ninth Modification of the Agreement.

A. Furnish and Install Bus Shelter Passenger Information Display Signs

The specifications and form factor of the additional Bus Shelter Passenger Display Signs shall be identical to the existing Bus Shelter Passenger Display Sign used in the SFMTA.

1. Contractor shall procure and install three hundred sixty (360) passenger information LED matrix display signs ("Signs") at locations to be determined by the SFMTA to display passenger information.
2. The Signs shall be powered by 110 volts AC, but may employ an internal transformer to reduce the final voltage to the LED display.
3. The size of the Signs shall be 23.75" X 8.75" X 9.75".
4. The Signs shall utilize an LED matrix (96 X 16), each character to be 1.26 inches in height.
5. The Signs shall be an aluminum case, weather proof and vandal resistant.
6. Contractor shall provide protocol documentation for the serial interface of the Signs and for the interface from the Sign management server to the Sign controller.
7. Signs shall be in full compliance to the existing ADA recommendations provided by SFMTA ADA Accessible Group on July 5, 2006, except for those items that have no current ADA specifications and (1) the "stroke width" requirement, which is defined as width to height ratio of 1:5 to 1:10 (NextBus' sign is 1:16), and (2) The "inter-character spacing" requirement, which is 1/16th of uppercase letter height or 5mm spacing (but for the ease of reading NextBus proposed a sign with 7.4mm space).
8. The Signs shall be equipped with "Talking Sign" assemblies and functionalities.
9. All electrical installations shall comply with San Francisco Electrical Code requirements.

B. Enhance Passenger Information Display Sign Management Software

1. NextBus shall modify the sign management application such that configuration changes to one or more signs can be made without affecting or restarting all the signs in the entire SFMTA system.
2. NextBus shall create an improved method for configuring signs such that all routes that serve the stop will always be configured by automatically activating a script that examines each sign stop and then looks for other unhidden routes that serve that stop that are not configured. Any additional routes that are found will be automatically added to the configuration for the sign at that stop. This will ensure that existing signs are properly configured. Change the web User Interface for when signs are initially configured. If other unhidden routes for that stop are not configured then system could ask if should go

ahead and configure those routes too. This will ensure that newly configured signs will be properly configured.

3. Improve Sign Configuration web page so that it loads reasonably quickly, even with 850 signs.
4. Change titles of signs to Muni specification so that signs are easier to identify.

C. Furnish and Install Platform Passenger Information Display Signs

The specifications and form factor of the additional Bus Shelter Passenger Display Signs shall be identical to the existing Bus Shelter Passenger Display Sign used in the SFMTA.

1. Contractor shall procure and install seven (7) passenger information LED matrix display signs ("Signs") at locations to be determined by the SFMTA to display passenger information.
2. The Signs shall be powered by 110 volts AC, but may employ an internal transformer to reduce the final voltage to the LED display.
3. The size of the Signs shall be L 43" X H12.5" X D 4.75" or fit within the train platform canopy.
4. The Signs shall utilize an LED matrix (96 X 16), each character to be three (3) inches in height.
5. The Signs shall be an aluminum case, weather proof and vandal resistant.
6. Contractor shall provide protocol documentation for the serial interface of the Signs and for the interface from the Sign management server to the Sign controller.
7. Signs shall be in full compliance to the existing ADA recommendations provided by SFMTA ADA Accessible Group on July 5, 2006, except for those items that have no current ADA specifications and (1) the "stroke width" requirement, which is defined as width to height ratio of 1:5 to 1:10 (NextBus' sign is 1:16.6), and (2) The "inter-character spacing" requirement, which is 1/16th of uppercase letter height or 5mm spacing (but for the ease of reading NextBus proposed a sign with 15.5mm space).
8. The Signs shall be equipped with "Talking Sign" assemblies and functionalities.
9. All electrical installations shall comply with San Francisco Electrical Code requirements.

D. Furnish and Install Push-to-Talk Assemblies

1. Contractor shall procure and install fifty (50) "Push-To-Talk" button and speaker assemblies ("PTT-BSA") at LRV platforms to be determined by the SFMTA for audible announcement of passenger information display signs.
2. The PTT-BSA Signs shall be powered by 110 volts AC, but may employ an internal transformer to reduce the final voltage to the PTT-BSA Signs.
3. The size of the PTT-BSA shall be L 5.44" X H 14.09" x D 2.20".

4. The PTT-BSA Signs shall provide an audio amplifier power output of 2W RMS into 8Ω with a volume control automatic adjustment range of 28dB MAX.
5. The PTT-BSA housing shall be an aluminum case, weather proof and vandal resistant. PTT-BSA housing shall be manufactured by Polara and the model used shall be the Navigator.
6. Signs shall be in compliance to the existing ADA recommendations provided by SFMTA ADA Accessible Group on July 5, 2006. Mounting height shall be within existing ADA recommendations provided by SFMTA Accessible Group.
7. The passenger information display sign shall be the standard NextBus sign but modified to drive the PTT-BSA and will not include an infrared talking sign transmitter.
8. All electrical installations shall comply with San Francisco Electrical Code requirements.

E. Procure Cable Car departure countdown system for SFMTA to install.

NextBus shall procure and deliver one cable car countdown system for SFMTA to install. The procurement shall be installation materials, system software, and associated system setup and training services. An itemized list is provided separately for reference purpose.

F. Procure DRI GPS assemblies for SFMTA to install.

NextBus shall procure and deliver 40 sets of DRI GPS assemblies for SFMTA to install. An itemized list is provided separately for reference purpose.

APPENDIX B

Modified AVL Phased Cost Proposal Schedule

Description	Unit	Unit Price	Base Qty.	# Months	Total Qty.	Amount	Mod #9
CONTRACT							Notes
PHASE 1/YEAR 1 COST PROPOSAL SCHEDULE							
BASE SYSTEM							
A. (Reference §2.0.A)	Lump Sum	\$159,527.00	1			\$159,527.00	
B. (Reference §2.0.B)	Lump Sum	\$359,370.00	1			\$359,370.00	
C. (Reference §2.0.C)	Lump Sum	\$314,500.00	1			\$314,500.00	
D. (Reference §2.0.D)	Lump Sum	\$54,125.00	1			\$54,125.00	
F. (Reference §2.0.F)	Lump Sum	\$27,063.00	1			\$27,063.00	
G. (Reference §2.0.G)	Lump Sum	\$0.00	1			\$0.00	
Remove, Reinstall, Reactivate Rail Vehicle Tracking Installations	Per Rail Vehicle	\$595.00	24			\$14,280.00	Reduced Quantity
SOFTWARE LICENSING CHARGE (§2.8)							
AVL Perpetual License	Lump Sum	\$200,000.00	1			\$200,000.00	
WIRELESS SERVICE CHARGE (§2.9.2)							
CDPD Service for Vehicle, base system	Monthly Rate Per Vehicle	\$60.00	294	42.637	12535.278	\$752,116.68	Increased Quantity
Communication Link Service for Display Sign	Monthly Rate Per Vehicle	\$30.00	30	48.534	1456.02	\$43,680.60	Increased Quantity
OPTION 1 (§2.0.H)							
Electric Trolley Bus	Each	\$2,646.43	53			\$140,261.00	
SUBTOTAL: \$2,064,923.28							
PHASE 2A/YEAR 2 COST PROPOSAL SCHEDULE							
Remove, Reinstall, Reactivate Next Generation Wireless Hardware in accordance with Amendment #2	Each	Actual costs not to exceed \$1,200	212			\$254,400.00	
OPTION 1 (§2.0.H)							
Electric Trolley Bus	Each	\$2,646.43	245			\$648,375.00	
Wireless Services Trolley	Monthly Rate Per Vehicle	\$30.00	298	11.675	3479.15	\$104,374.50	Reduced Quantity

Description	Unit	Unit Price	Base Qty.	# Months	Total Qty.	Amount	Mod #9
CONTRACT							Notes
ASP Services Trolley	Monthly Rate Per Vehicle	\$30.00	298	5.484	1634.232	\$49,026.96	Reduced Quantity
SUBTOTAL: \$1,056,176.46							
PHASE 2B/YEAR 2 COST PROPOSAL SCHEDULE							
E. (Reference §2.0.E)	Lump Sum	\$70,523.00	1			\$70,523.00	
Remove, Reinstall, Reactivate Rail Vehicle Tracking Installations	Per Rail Vehicle	\$595.00	0			\$0.00	Reduced Quantity
TRAINING CHARGE (Reference §2.5)							
Type 1	Per Session	\$48,000.00	2			\$96,000.00	
Type 2	Per Session	\$3,000.00	6			\$18,000.00	
Type 3	Per Session	\$8,000.00	6			\$48,000.00	
Training Tapes	Per Set	\$20,000.00	2			\$40,000.00	
OPTION 1 (§2.0.H)							
Electric Trolley Bus (Add'l in Potrero)	Each	\$2,646.43	23			\$60,868.00	
Wireless Services Trolley	Monthly/Vehicle	\$30.00	321	14.402	4623.042	\$138,691.26	Increased Quantity
Wireless Services Trolley Mod. #8	Monthly/Vehicle	\$35.00	357	13	4641	\$162,435.00	Increased Quantity
ASP Services Trolley	Monthly/Vehicle	\$30.00	321	12.614	4049.094	\$121,472.82	Increased Quantity
ASP Services Trolley Mod. #8	Monthly/Vehicle	\$35.00	357	13	4641	\$162,435.00	Increased Quantity
Spare Parts	Per Set	\$2,006.82	33			\$66,225.00	
Remove, Reinstall, Reactivate Trolley Tracking Installations	Per Trolley	\$595.00	0			\$0.00	Reduced Quantity
OPTION 2 (§2.0.H)							
Passenger Information Display Sign	Each	\$2,151.15	400			\$860,460.00	

Description	Unit	Unit Price	Base Qty.	# Months	Total Qty.	Amount	Mod #9
CONTRACT							Notes
Furnish and Install Passenger Information Display Sign, Mod #9	Each	\$2,950.00	360			\$1,062,000.00	New
Furnish and Install Platform Display Signs, Mod #9	Each	\$7,500.00	7			\$52,500.00	New
Allowance for Construction Bond Direct Cost Reimbursement, Mod #9	Lump Sum	\$60,000.00	1			\$60,000.00	New
Spare Parts	Per Set	\$1,959.60	40			\$78,384.00	
Labor to Hook-Up and Install Signs	Per Set	\$200.00	400			\$80,000.00	
Furnish and Install "Push-to-Talk" Assemblies, Mod #9	Each	\$3,805.00	50			\$190,250.00	New
"Push-To-Talk" Sign Modification	Each	\$1,470.59	17			\$25,000.00	
OPTION 3 (\$2.0.H)							
Transit Information Kiosk (TIK)	Each	\$20,897.80	5			\$104,489.00	
Labor to Hook-Up and Install TIK	Per Set	\$2,344.20	5			\$11,721.00	
Communication Links and Internet Access Services for Kiosks	Each	\$2,400.00	0			\$0.00	Reduced Quantity
OPTION 8 (\$2.0.H)							
Implementation of Talking Signs Functionality on Passenger Information Display Signs	Per Sign	\$50.00	400			\$20,000.00	
Spare Parts	Per Set	\$50.00	40			\$2,000.00	

Description	Unit	Unit Price	Base Qty.	# Months	Total Qty.	Amount	Mod #9
CONTRACT							Notes
OPTION 9 (\$2.0.H)							
Furnish & Install Ruggedized Mobile Computers in Non-Revenue Vehicles	Per Vehicle	\$7,141.13	8			\$57,129.00	
Wireless Internet Service	Per Month	\$40.00	8	0	0	\$0.00	Reduced Quantity
Spare Parts	Per Set	\$8,119.00	2			\$16,238.00	
WIRELESS SERVICE CHARGE (\$2.9.2)							
Wireless Service for Vehicle, base system	Monthly/ Vehicle	\$30.00	294	10.514	3091.116	\$92,733.48	Reduced Quantity
ASP Service for Vehicle, base system	Monthly/ Vehicle	\$30.00	294	8.783	2582.202	\$77,466.06	Reduced Quantity
Communication Link Service - Display Sign	Monthly/ Sign	\$15.00	430	2.133	917.19	\$13,757.85	Reduced Quantity
ASP Service for Display Sign	Monthly/ Sign	\$15.00	430	2.342	1007.06	\$15,105.90	Reduced Quantity
SUBTOTAL: \$3,803,884.37							
PHASE 3/YEAR 3 COST PROPOSAL SCHEDULE							
OPTION 4 (\$2.0.H)							
Diesel Bus	Each	\$2,559.17	126			\$322,455.58	Reduced Quantity
Diesel Bus	Each	\$2,759.17	334			\$921,563.00	
Wireless Services Diesel Buses	Monthly/ Vehicle	\$30.00	550	7.026	3864.3	\$115,929.00	Reduced Quantity
Wireless Services Diesel Buses Mod. #8	Monthly/ Vehicle	\$35.00	541	13	7033	\$246,155.00	Increased Quantity
ASP Services Diesel Buses	Monthly/ Vehicle	\$30.00	550	4.971	2734.05	\$82,021.50	Reduced Quantity
ASP Services Diesel Buses Mod. #8	Monthly/ Vehicle	\$35.00	541	13	7033	\$246,155.00	Increased Quantity
Spare Parts	Per Set	\$2,206.82	55			\$121,375.00	
Remove, Reinstall, Reactivate Diesel Bus Tracking Installations	Per Bus	\$595.00	0			\$0.00	Reduced Quantity

Description	Unit	Unit Price	Base Qty.	# Months	Total Qty.	Amount	Mod #9
CONTRACT							Notes
TRAINING CHARGE (Reference §2.5)							
Type 1	Per Session	\$48,000.00	0			\$0.00	
Type 2	Per Session	\$3,000.00	2			\$6,000.00	
Type 3	Per Session	\$8,000.00	2			\$16,000.00	
Training Tapes	Per Set	\$20,000.00	0			\$0.00	
OPTION 3 (§2.0.H)							
Transit Information Kiosk (TIK)	Each	\$21,097.80	0			\$0.00	
Labor to Hook-Up and Install TIK	Per Set	\$2,344.20	0			\$0.00	
Communication Links and Internet Access Services for Kiosks	Each	\$2,400.00	0			\$0.00	
OPTION 7 (§2.0.H)							
Non-Revenue Vehicles	Each	\$3,434.95	18			\$61,829.10	Reduced Quantity
Wireless Services Non-Revenue Vehicles	Monthly/ Vehicle	\$60.00	18	10	180	\$10,800.00	Reduced Quantity
Spare Parts	Per Set	\$2,706.33	6			\$16,238.00	
Remove, Reinstall, Reactivate Vehicle Tracking Installations	Per Vehicle	\$595.00	0			\$0.00	Reduced Quantity
OPTION 9 (§2.0.H)							
Furnish & Install Ruggedized Mobile Computers in Non-Revenue Vehicles	Per Vehicle	\$7,341.09	78			\$572,605.00	
Wireless Internet Service	Per Month	\$40.00	78	0	0	\$0.00	Reduced Quantity
Spare Parts	Per Set	8,118.67	3			\$24,356.00	
WIRELESS SERVICE CHARGE (§2.9.2)							

Description	Unit	Unit Price	Base Qty.	# Months	Total Qty.	Amount	Mod #9
CONTRACT							Notes
Wireless Service for Vehicle, base system	Monthly/ Vehicle	\$30.00	294	0	0	\$0.00	Reduced Quantity
Wireless Service for Vehicle, base system Mod. #8	Monthly/ Vehicle	\$35.00	272	13	3536	\$123,760.00	Increased Quantity
ASP Service for Vehicle, base system	Monthly/ Vehicle	\$30.00	294	0	0	\$0.00	Reduced Quantity
ASP Service for Vehicle, base system Mod. #8	Monthly/ Vehicle	\$35.00	272	13	3536	\$123,760.00	Increased Quantity
Communication Link Service - Display Sign	Monthly/ Sign	\$15.00	430	6.114	2629.02	\$39,435.30	Reduced Quantity
Communication Link Service - Display Sign Mod. #8	Monthly/ Sign	\$17.50	474	13	6162	\$107,835.00	Increased Quantity
ASP Service for Display Sign	Monthly/ Sign	\$15.00	430	5.212	2241.16	\$33,617.40	Reduced Quantity
ASP Service for Display Sign Mod. #8	Monthly/ Sign	\$17.50	474	13	6162	\$107,835.00	Increased Quantity
SUBTOTAL: \$3,299,724.88							
PHASE 4 / YEAR 4 COST PROPOSAL SCHEDULE							
OPTION 5(\$2.0.H)							
Extended Warranty	Charge Guards Installation /per unit	\$312.55	912			\$285,045.60	
	Spare/per unit	\$120.60	91			\$10,974.60	
	1 Year Term					\$13,679.80	
Extended Information System Service and Software Licensing (AVL and Arrival Forecasting)	1 Year Term	\$0.00	1			\$0.00	
WIRELESS SERVICE CHARGE (§2.9.2)							
Communication Link Service - Display Sign	Monthly/ Sign	\$15.00	400	0	0	\$0.00	Reduced Quantity

Description	Unit	Unit Price	Base Qty.	# Months	Total Qty.	Amount	Mod #9
CONTRACT							Notes
Communication Link Service - Display Sign Mod. #8	Monthly/Sign	\$17.50	210	13	2730	\$47,775.00	Increased Quantity
ASP Service for Display Sign	Monthly/Sign	\$15.00	400	0	0	\$0.00	Reduced Quantity
ASP Service for Display Sign Mod. #8	Monthly/Sign	\$17.50	210	13	2730	\$47,775.00	Increased Quantity
SUBTOTAL: \$405,250.00							
PHASE 5/YEAR 5 COST PROPOSAL SCHEDULE							
OPTION 5(\$2.0.H)							
Extended Warranty	1 Year Term	\$309,700.00	1			\$309,700.00	
OPTION 6 (\$2.0.H)							
Extended Information System Service and Software Licensing (AVL and Arrival Forecasting)	1 Year Term	\$0.00	1			\$0.00	
SUBTOTAL: \$309,700.00							
RM2 FUNDED ADDITIONAL WORK FOR AVL SYSTEM PROJECT							
PHASE 4							
Install Third Street Large-Formal Platform Signage for Extended K-Line	Each	\$7,500.00	39			\$292,500.00	
PHASE 5							

Description	Unit	Unit Price	Base Qty.	# Months	Total Qty.	Amount	Mod #9
CONTRACT							Notes
Implement SW Changes Required for Direct Data Pipes from MUNI's AVL Server to the 511 System and Other Public Agencies	Lump Sum	\$108,000.00	1			\$108,000.00	
PHASE 6							
Implement Automated Process for Incorporation Configuration of Schedule and Route Changes into the AVL and Prediction Servers, so as to Automatically Generate Maps and Prediction Changes Without Human Intervention	Lump Sum	\$158,400.00	1			\$158,400.00	
PHASE 7:							
Cable Car Departure Countdown System, Mod #9	Lump Sum	\$27,354.00	1			\$27,354.00	New
Cable Car Departure Countdown System, Optional Components, Mod #9	Lump Sum	\$22,023.00	1			\$22,023.00	New
DRI GPS Dead-Reckoning Assemblies, Mod #9	Each	\$1,606.50	40			\$64,260.00	New
PHASE 8							

Description	Unit	Unit Price	Base Qty.	# Months	Total Qty.	Amount	Mod #9
CONTRACT							Notes
A. Install SW Interface to Add Surface AVL Data to ATCS Subway Passenger Audio and Visual Information	Lump Sum	\$68,000.00	1			\$68,000.00	
B. System for TSDE Translation to NextBus XML Scheme	Lump Sum	\$40,000.00	1			\$40,000.00	
PHASE 9							
Implement Continuous Automated Monitoring of Data and Prediction Quality	Lump Sum	\$205,920.00	1			\$205,920.00	
PHASE 12:							
Nineteen (19) Subway Platform Signs, including all incidental components and work	Lump Sum	\$191,598.00	1			\$191,598.00	
PHASE 13:							
Design and deploy new subway system maps, including all incidental components and work	Lump Sum	\$120,434.00	1			\$120,434.00	
Design and deploy data link with ATCS VCC	Lump Sum	\$104,090.00	1			\$104,090.00	
PHASE 14:							

Description	Unit	Unit Price	Base Qty.	# Months	Total Qty.	Amount	Mod #9
CONTRACT							Notes
Implement SW changes required to provide bus stop unique ID system configuration and additional configuration data to the MTC	Lump Sum	\$44,370.00	1			\$44,370.00	
SUBTOTAL:						\$1,446,949.00	
TOTAL:						\$12,386,607.99	

PROJECT CONTRACT AMOUNT: 12,386,608

THIS PRINT COVERS CALENDAR ITEM NO. :

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

DIVISION: Chief of Staff/Administration

BRIEF DESCRIPTION:

Fixing a wage schedule for classification 9163 Transit Operator, retroactive to July 6, 2008.

SUMMARY:

- Charter Section A8.404(a) requires the MTA to certify the average of the two highest wage schedules in effect on July 1 for bus operators in the two highest paid transit systems meeting a minimum size threshold.
- Charter section A8.404 (h) sets a deadline of August 25, 2008 for fixing a wage schedule retroactive to July 1, 2008.
- Charter section A8.404 (a) mandates that wages shall not be less than the average of the two highest wage schedules for transit operators in comparable jurisdictions.
- The two highest jurisdictions are Montgomery County Transit (Maryland) and Santa Clara Valley Transportation Authority (SCVTA).

ENCLOSURES:

1. Resolution
2. Certification of wages rates memo to SFMTA Board.

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY

ADOPTED RESOLUTION
BE RETURNED TO

ASSIGNED MTAB CALENDAR DATE: _____

PAGE 2.

EXPLANATION:

Charter section A8.404 (h) sets a deadline for fixing the wage schedule for Transit Operators in classification 9163 by August 25 of each year. Section A8.404 (a) of the Charter mandates that the wages for operators employed with the SFMTA be determined based on an amount which shall not be less than the average of the two highest wage schedules for transit operators in comparable jurisdictions. Proposition A, passed by the voters November 6, 2007 changed Charter Section A8.404 (a). Specifically, “wages of coach and bus operators shall not be in excess of the average of the two highest wage schedules” was changed to “wages of coach and bus operators shall not be less than the average of the two highest wage schedules”.

For fiscal year 2008-2009 the two jurisdictions with the highest wage schedules are Montgomery County Transit (Maryland) and Santa Clara Valley Transportation Authority (SCVTA).

As of July 1, 2008, the Santa Clara Valley Transportation Authority (SCVTA) published hourly wage rate is twenty-seven dollars and sixty-one cents (\$27.61). As of July 1, 2008, the Montgomery County Transit (Maryland) published rate is twenty-seven dollars (\$27.00). This rate increased to twenty-eight dollars and twenty-two cents (\$28.22) effective July 6, 2008. The following chart reflects the actual wage certification rates.

Transit Authority	Hourly Wage Rate Effective 7/1/2008	Hourly Wage Rate Effective 7/6/2008
Montgomery County Transit (Maryland)	27.00	28.22
Santa Clara Valley Transportation Authority (SCTVA)	27.61	27.61
Per Charter Section A8.404(a):		
Average of the two highest wage rates:	27.3050	27.9150

The Operator Trainee hourly rate, effective July 1, 2008, is \$17.2022. The Operator Trainee hourly rate, effective July 6, 2008, will be \$17.5865

As a result of the wage increase for class 9163 Transit Operator from \$27.3050 to \$27.9150, the net increase of salary and benefit combined for Transit Operators in Fiscal Year 2008-2009 is approximately \$3.3 million. The Fiscal Year 2008-2009 budget, adopted by the Board of Directors, is sufficient to accommodate this increase.

Pursuant to the June 3, 2008 voter approved Proposition B, SFMTA and TWU Local 250A understand that there shall not be an increase in wages for Class 9163 Transit Operators for Fiscal Year 2009-2010.

The new wage increase certified for classification 9163 Transit Operator supports the Agency's Strategic Plan, specifically Goal 5: To provide a flexible, supportive work environment and develop a workforce that takes pride and ownership of the agency's mission and vision and leads the agency into the evolving, technology-driven future.

This item has been reviewed by the City Attorney's office.

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

RESOLUTION No. _____

WHEREAS, Under Proposition E, the San Francisco Municipal Transportation Agency Board of Directors succeeded to the powers of the Board of Supervisors with respect to employees whose wages, hours and working conditions of employment are set pursuant to Charter Section A8.404; and

WHEREAS, Charter Section A8.404 (h) requires the San Francisco Municipal Transportation Agency Board to fix a wage schedule for Transit Operators, Classification 9163 by August 25, 2008, retroactive to July 1, 2008; and

WHEREAS, Charter section A8.404(a) mandates that wages for platform employees employed with San Francisco Municipal Transportation Agency be in an amount not less than the average of the two highest wage schedules for transit operators in comparable jurisdictions, and,

WHEREAS, Wage rates for Transit Operators are certified as \$27.3050 per hour effective July 1, 2008 and will increase to \$27.9150 per hour effective July 6, 2008, now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors hereby fixes the wage schedule for Transit Operators, Classification 9163 as \$27.3050 per hour as of July 1, 2008 and \$27.9150 per hour as of July 6, 2008 for Operators and \$17.2022 per hour for Operator Trainees as of July 1, 2008 and \$17.5865 per hour for Operator Trainees effective July 6, 2008, as certified to the San Francisco Municipal Transportation Agency Board.

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

Secretary, San Francisco Municipal Transportation
Agency Board

MEMORANDUM

DATE: July 7, 2008

TO: SFMTA Board of Directors
Rev. Dr. James McCray, Jr., Chairman
Tom Nolan, Vice Chairman
Cameron Beach, Director
Shirley Breyer Black, Director
Malcolm Heinicke, Director
Jerry Lee, Director
Bruce Oka, Director

THROUGH: Nathaniel P. Ford, Sr.
Executive Director/CEO

FROM: Debra A. Johnson
Chief of Staff/Director of Administration

SUBJECT: Salary Survey and Certification of Wage Schedule for Transit Operators
During Fiscal Year 2008-2009

Section A8.404(a) of the Charter mandates that the wages for platform employees, Coach or Bus Operators employed with SFMTA be set at rates which shall not be less than the average of the two highest wage schedules for Transit Operators in comparable jurisdictions, and further that the wages be fixed on an annual basis. This is to inform you of what the rates for the Transit Operators will be for Fiscal Year 2008-2009.

The SFMTA Comparability Unit staff utilized information provided by John Dash & Associates, as well as surveying other jurisdictions, to ascertain the most current wage rates being paid to Bus Operators in comparable jurisdictions across the country. In accordance with the Charter, the survey information recorded the hourly wages paid to Bus Operators in transit systems throughout the United States, with populations greater than five hundred thousand (500,000) and employing at least four hundred (400) platform employees (Coach and Bus Operators).

As of July 1, 2008, the Santa Clara Valley Transportation Authority (SCVTA) published hourly wage rate remains at twenty-seven dollars and sixty-one cents (\$27.61). As of today, there are no scheduled wage increases for SCVTA in Fiscal Year 2008-2009.

As of July 1, 2008, the Montgomery County Transit (Maryland) published rate is twenty-seven dollars (\$27.00). This rate increased to twenty-eight dollars and twenty-two cents (\$28.22) effective July 6, 2008. There are no additional scheduled wage increases for Montgomery County Transit in Fiscal Year 2008-2009.

Copies of the published wage rates for both SCVTA and Montgomery County Transit are attached. In each fiscal year, Charter Sections A8.404(a) and A8.104(l) require the SFMTA to certify the two highest wage schedules in effect as of July 1 for comparable platform employees. On behalf of the San Francisco Municipal Transportation Agency and pursuant to the Charter, this is to certify that, as of this date, the wage schedules for SCVTA and Montgomery County Transit published on July 1, 2008 are as follows:

Transit Authority	Hourly Wage Rate Effective 7/1/2008	Hourly Wage Rate Effective 7/6/2008
Montgomery County Transit (Maryland)	27.00	28.22
Santa Clara Valley Transportation Authority (SCTVA)	27.61	27.61
Per Charter Section A8.404(a):		
Average of the two highest wage rates:	27.3050	27.9150

Operator Trainees' hourly rates are as follows:

Effective July 1, 2008	\$17.2022
Effective July 6, 2008	\$17.5865

If you have any further questions, please contact James Lance, Comparability Manager at 701-4218.

Encl.

cc: J. Friedlander
D. Johnson
K. McDonald
A. Kwong
R. Ueno
J. Lance
Irwin Lum, TWU 250A

**PARKING AUTHORITY
City and County of San Francisco**

DIVISION: SFMTA, Finance and Information Technology

BRIEF DESCRIPTION:

Authorizing the SFMTA Executive Director/CEO, as the authorized representative of the Parking Authority, or his designee, to advertise a Request for Proposals for a Master Lease of the commercial spaces in the Moscone Center Garage, which is comprised of seven storefronts commonly known as 243, 245, 247, 249, 251, 253 and 257 Third Street, San Francisco.

SUMMARY:

- The Moscone Center Garage has seven ground floor commercial storefront spaces for lease. Six spaces are available and one retail storefront is currently leased on a month-to-month basis.
- Staff proposes a Request for Proposal “RFP” process to select a tenant to lease and manage all commercial storefront spaces pursuant to a master lease (“Master Lease”).
- Proposers may submit one or multiple proposals that include an initial term of ten, fifteen, twenty and/or more than twenty years in five year increments.
- Each initial term shall have two extension options of five years each.
- Any lease with an initial term of more than ten years will have an increase to fair market value at ten years if the base rent plus increases is less than fair market value.
- The City’s Real Estate Division (“RED”) of Administrative Services, on behalf of the SFMTA, will assist in the issuance of the RFP, the RFP process and the selection process. RED has historically provided garage retail/commercial lease assistance to the Parking Authority and has considerable expertise in this area.
- Proposers must have operated/managed a business specializing in the proposer’s intended use of the premises for a period of at least three years, demonstrate sufficient financial capacity and experience to operate the proposed business in accordance with the terms of the form lease.
- Proposers will be required to submit a proposal, which will include the use of the premises, an overall business plan that includes a management, operation, and marketing plan together with financial statements and a detailed scope of the proposed leasehold improvements.

ENCLOSURES:

1. Parking Authority Commission Resolution
2. RFP document

APPROVALS:

DATE

DEPUTY OF DIVISION
PREPARING ITEM

FINANCE AND IT

OFF STREET PARKING

EXECUTIVE DIRECTOR/CEO

SECRETARY

ADOPTED RESOLUTION
BE RETURNED TO:

Sonali Bose, 1SVN 7th Floor

ASSIGNED PAC CALENDAR DATE: _____

PURPOSE

The purpose of this calendar item is to authorize the SFMTA Executive Director/CEO, as the authorized representative of the Parking Authority, or his designee, to advertise a Request for Proposals for a Master Lease of the commercial spaces in the Moscone Center Garage, which is comprised of seven storefronts commonly known as 243, 245, 247, 249, 251, 253 and 257 Third Street, San Francisco.

GOAL

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

Goal 3 - External Affairs/Community Relations: To improve the customer experience, community value, and enhance the image of the SFMTA, as well as ensure SFMTA is the leader in the industry.

3.1 Improve economic vitality by growing relationships with businesses, community, and stakeholder groups

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

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

4.2 Ensure efficient and effective use of resources

DESCRIPTION

The Moscone Center Garage, located at 255 Third Street, has seven ground floor commercial storefront spaces. Six of the seven storefronts are available and one storefront is currently leased on a month-to-month basis which will be included in the proposed Master Lease. The total lease area is approximately 4,403 square feet with six storefronts consisting of approximately 525 square feet each and the seventh storefront consisting of approximately 1,253 square feet.

Over the last few years, the spaces have become vacant due to a downturn in the economy and challenging retail environment. The consolidation of the retail storefronts into a Master Lease would provide a prospective tenant with an opportunity to propose a plan that would best utilize the space, provide on-site commercial retail management, increase revenues to the garage and revitalize the ground floor frontage.

Staff proposes a Request for Proposal (“RFP”) process for the selection of a tenant to enter into a Master Lease of all storefronts. Proposers may submit one or multiple proposals that include an initial term of ten, fifteen, twenty and/or more than twenty years in five year increments. Each initial term shall have two extension options of five years each. Rent will increase to fair market value at each five year option to extend if the base rent plus increases is below the fair market value at that time.

Any lease with an initial term of more than ten years will have an increase to fair market value at ten years if the base rent plus increases is less than fair market value.

The Real Estate Division (“RED”) of Administrative Service, on behalf of the SFMTA, will assist in the issuance of the RFP, the RFP process and the selection process. The RED has historically assisted the Parking Authority in garage retail/commercial related matters and has significant experience in this area. The Parking Authority Commission will have final approval on the award of the Master Lease.

PAGE 3.

Qualified proposers must have operated/managed a business specializing in the proposer’s intended use of the premises for a period of at least three years, demonstrate sufficient financial capacity and experience to operate the proposed business in accordance with the terms of the submitted business plan and lease provision and demonstrate that it is current in the payment of all business tax and possessory interest tax it owes by submitting written confirmation from the City’s Tax Collector verifying that the proposer is in good standing with the Tax Collector’s Office.

The proposal will include the use of the premises, an overall Business Plan that includes a management and operation plan, a Marketing Plan, financial statements and a detailed description of the scope of work relating to the construction of the proposed leasehold improvements. The proposals will be scored as follows:

Business Plan (includes Management and Operation Plan, and Marketing Plan)	25 points
Experience	20 points
Financial Statement	15 points
Proposed Annual Rent	40 points
TOTAL	100 points

Proposals will be evaluated by a panel comprised of representatives of the San Francisco Municipal Transportation Agency and the City’s Real Estate Division and other parties with relevant experience in commercial leasing in accordance with the criteria and procedures identified herein. The opportunity to lease the premises will be awarded to the proposer whose Business Plan is sound and complementary to the Moscone Center Garage, who has experience in related business endeavors and who submits a sound documented financial statement and a competitive proposed rent.

The RFP would be substantially in the form attached to this report, subject to any changes that do not materially increase the obligations or liabilities of the Parking Authority or the City or decrease the benefits to be received by the Parking Authority, which changes would be made in consultation with the City Attorney’s Office.

The City Attorney’s Office has reviewed this staff report, the RFP, and the Parking Authority Commission resolution, and will review the sample lease to be attached to the RFP before the RFP is issued.

ALTERNATIVES CONSIDERED

There are no alternative uses for these spaces and selecting a master tenant through the RFP process would produce the highest and best use of the premises.

FUNDING IMPACT

Work order funds for services provided by the City’s Real Estate Division are included in the approved SFMTA FY 2008-2009 Operating Budget.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

No other approvals are required at this time. Final award of this lease must be considered by the Parking Authority Commission.

RECOMMENDATION:

Staff recommends that the Parking Authority Commission authorizes the SFMTA Executive Director/CEO, as the authorized representative of the Parking Authority, or his designee, to advertise a Request for Proposals for the Master Lease of the commercial spaces in the Moscone Center Garage, which is comprised of seven storefronts commonly known as 243, 245, 247, 249, 251, 253

and 257 Third Street, San Francisco.

PARKING AUTHORITY COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. _____

WHEREAS, The Parking Authority of the City and County of San Francisco owns the public parking Moscone Center Garage located at 255 Third Street, San Francisco; and,

WHEREAS, The Moscone Center Garage has seven ground floor commercial storefront spaces for lease commonly known as 243, 245, 247, 249, 251, 253 and 257 Third Street, San Francisco; and,

WHEREAS, Six of the of the seven storefronts are available and the seventh storefront is currently leased on a month-to-month basis; and,

WHEREAS, Over the last few years, the spaces have become vacant due to a downturn in the economy and challenging retail environment; and,

WHEREAS, The consolidation of individual leases for the retail storefronts into a Master Lease would provide a prospective tenant with an opportunity to propose a plan that would best utilize the space, provide on-site commercial retail management, increase revenues to the garage and revitalize the ground floor frontage; and,

WHEREAS, Staff proposes utilizing a Request for Proposal process for the selection of a tenant to lease all of the commercial storefront spaces for the purpose of operating a commercial business for a initial term of not less than ten years with two extension options of five years each; and,

WHEREAS, The lease will have an increase to fair market value at each five-year option to extend if the base rent plus increases is less than fair market value; and,

WHEREAS, Any lease with an initial term of more than ten years will have an increase to fair market value at ten years if the base rent plus increases is less than fair market value; and,

WHEREAS, Proposers will be required to submit a proposal, which will include a business plan, financial statements and a detailed scope of the proposed leasehold improvements; now, therefore, be it

RESOLVED, That the Parking Authority Commission authorizes the SFMTA Executive Director/CEO, as the authorized representative of the Parking Authority, or his designee, to advertise a Request for Proposals for the Master Lease of the commercial space in the Moscone Center Garage, which is comprised of seven storefronts commonly known as 243, 245, 247, 249, 251, 253 and 257 Third Street, San Francisco.

I hereby certify that the foregoing resolution was adopted by the Parking Authority Commission at its meeting of _____.

Secretary, Parking Authority Commission

MASTER LEASE OF COMMERCIAL SPACES

REQUEST FOR PROPOSALS

**LEASE OF PARKING AUTHORITY
MOSCONE CENTER GARAGE COMMERCIAL SPACE
COMMONLY KNOWN AS**

243, 245, 247, 249, 251, 253, 257 3rd STREET

ISSUED: [INSERT DATE]

DEADLINE FOR RESPONSE: [INSERT DATE]

at

**REAL ESTATE DIVISION
ADMINISTRATIVE SERVICES
CITY AND COUNTY OF SAN FRANCISCO
25 VAN NESS AVENUE, SUITE 400
SAN FRANCISCO, CA 94102**

Address Questions to:

Mr. Jason Hinson
CCSF Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Phone: (415) 554-9873
Fax: (415) 552-9216
E-mail: Jason.Hinson@sfgov.org

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Appendices:

- A. Standard Forms: Listing and Internet addresses of Forms related to Taxpayer Identification Number and Certification, to Business Tax Declaration, and to Chapters 12B and 12C, and 14B of the S.F. Administrative Code
- B. Aerial Photograph of Property
- C. Plan of Premises
- D. Attestation of Compliance
- E. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- F. Certification Regarding Lobbying
- G. Sample Lease

**MOSCONE CENTER GARAGE
REQUEST FOR PROPOSALS FOR COMMERCIAL LEASE**

I. Introduction

The Real Estate Division (“RED”) of the City and County of San Francisco (the “City”), on behalf of the San Francisco Municipal Transportation Agency (“SFMTA”) which has oversight responsibilities for the Parking Authority of the City and County of San Francisco (herein collectively referred to as the "Parking Authority"), is soliciting proposals for the lease of premises collectively comprised of seven (7) commercial spaces (collectively, the "Premises") in the Moscone Center Garage, which is owned by the Parking Authority and further described below.

The Parking Authority intends to enter into a master lease agreement (the “Lease”) for the entire Premises with a tenant (“Tenant”) meeting the criteria set forth in this Request for Proposals (this “RFP”) and selected through the process described below.

In the performance of the Lease, Tenant and any sub-tenants agree not to discriminate against any employee, City and County, SFMTA and Authority employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person’s race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

II. Summary of Lease Terms and Conditions

A. Premises. The Moscone Center Garage is located on Third Street, between Folsom and Howard Streets, in San Francisco, California. The Premises are located on the street level of the Moscone Center Garage and are commonly known as 243, 245, 247, 249, 251, 253, 257 Third Street, San Francisco, CA 94103, as shown in the attached Appendices B and C. The Premises have an approximate total rentable area of 4,403 square feet, with 243, 245, 247, 249, 251, and 253 Third Street each consisting of approximately 525 square feet and 257 Third Street consisting of approximately 1,253 square feet (including 978 square feet of interior and 275 square feet of exterior space). Any alterations or improvements to the Premises must be approved in advance in writing by the Parking Authority and meet all applicable City, state and federal codes, requirements and regulations. With approval from the SFMTA, tenant may be allowed to utilize open space fronting the retail premises to the garage property line for the purpose of placing outdoor furniture which shall be in compliance with City ordinances and/or regulations.

B. "As Is" Condition; Required Improvements. The Parking Authority will lease the Premises to Tenant in an “As Is” condition. It will be the sole responsibility of Tenant to investigate and determine the condition of the Premises, including but not limited to, existing and planned utility connections, and the suitability of such condition for any improvements to be constructed by Tenant. All such work will be performed in compliance with all applicable laws.

C. Lease. Tenant will be required to execute the Lease, which will be in a form substantially similar to the sample lease attached hereto as Appendix G (the "Sample Lease"), which contains additional terms and conditions that are not described in this RFP. Each respondent to this RFP (a "Proposer") shall be responsible for reviewing the Lease carefully prior to responding to this RFP. The Lease will be subject to approval by the Parking Authority Commission (the "Parking Authority Commission") in its sole and absolute discretion, and shall only be effective if such approval is granted.

Sub-Tenants: Tenant has the right to sub-lease portions of the Premises to one or more sub-tenants (each a "Sub-tenant" and, collectively, the "Sub-tenants") with the prior written approval of the Parking Authority, which approval shall not be unreasonably withheld. The Tenant shall give each Sub-Tenant a copy of the signed Lease. It is the responsibility of the Tenant to confirm that each Sub-Tenant is performing its obligations under the Lease and any sublease.

D. Term. The initial term of the Lease will be not less than ten (10) years. Proposers may submit one or multiple proposals with an initial term of ten, fifteen, twenty and/or more than twenty years in five year increments. Any lease with an initial term of more than ten years will have an increase to fair market value at ten years if the base rent plus increases is less than fair market value. Lease shall commence on the first calendar day immediately following approval, if any, of the Lease by the Parking Authority Commission.

E. Parking Authority Right to Recapture. At any time after the fourth (4th) anniversary of the Lease Commencement Date (as defined in the Lease), the Parking Authority will have the right to recapture any portion or all of the Premises and to terminate the Lease as to such recaptured portion to facilitate the improvement, development or renovation of the Moscone Center Garage or the legal parcel on which it is located. The Parking Authority shall have the right to exercise its recapture right multiple times, and it shall be exercised by the Parking Authority's delivery of a recapture notice to Tenant at least one hundred twenty (180) days prior to the recapture date specified in such notice. Additional terms relating to the Parking Authority's recapture right are more specifically described in Section 2.3 of the Lease.

F. Parking Authority Right of First Opportunity. If a Transferee (as defined in the Lease) vacates any portion of the Premises at any time during the term of the Lease (the "Term"), Parking Authority shall have the right to lease such vacated portion for the remainder of the Term on the terms described in Section 16.6 of the Lease.

G. Extension Options. Tenant will have two (2) options of five (5) years each to extend the Term. The extension options are personal to the original Tenant, and their terms are more specifically described in Section 27 of the Lease. The lease shall increase to fair market value at the time of any extension if the base rent plus increase is below the fair market value.

H. Rent. Tenant will pay the minimum monthly base rent (the "Base Rent") described in the Proposal Package (as defined in Section IV.B. below) submitted by the Proposer, if the Proposer is awarded the Lease by the Parking Authority Commission pursuant to this RFP (the "Selected Proposal"). The Base Rent will be subject to annual adjustments in accordance with the terms specified in Section 4.3 of the Lease. Base Rent would further be adjusted for any extension term in accordance with the terms specified in Section 27 of the Lease. Payments of Base Rent shall commence on the earlier of (a) the date that Tenant (or its Transferee) opens for business in any portion of the Premises or (b) the one hundred fiftieth (150th) calendar day immediately following the Lease Commencement Date.

I. Participation Rent. Tenant will pay a percentage rent (the “Participation Rent”) in addition to the Base Rent described in the Proposal Package (as defined in Section IV.B. below) submitted by the Proposer, if the Proposer is awarded the Selected Proposal. The Participation Rent is subject to the terms specified in Section 4.7 of the Lease.

J. Security Deposit. Tenant will be required to provide the following as a security deposit:

During construction of the Tenant Improvements in the Premises:

Letter of Credit: \$500,000
Performance Bond: \$500,000

After the Tenant Improvements are completed in the Premises:

Six (6) months Base Rent, subject to adjustment during any extension terms;
and Letter of Credit \$500,000

K. Use. All commercial uses permissible under applicable law will be considered.

L. Services. Tenant will be responsible for furnishing and paying for all utilities, services, or equipment necessary for its use, maintenance and operation of the Premises.

M. Alterations. The cost of any alterations will be the sole responsibility of Tenant

N. Insurance. Tenant and any Sub-Tenants must maintain in force, during the full term of the Lease, insurance in the following amounts and coverages:

1. Worker’s Compensation, with Employer’s Liability limits not less than \$1,000,000 each accident, injury or illness;

2. Commercial general liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, Independent Contractors, Broad-form Property Damage, Fire Damage Legal Liability (of not less than Fifty Thousand Dollars (\$50,000)), Personal Injury, and Products and Completed operations.

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.

4. Business Interruption Insurance insuring that the Rent will be paid to Authority for a period of at least one (1) year if Tenant or any Sub-Tenant is unable to operate its business at the Premises. Such insurance shall also cover business interruptions due to failures or interruptions in telecommunications services, strikes, employee lockouts, riots, or other civil commotion.

5. If Tenant or any Sub-Tenants use any licensed professionals for any Alterations, such licensed professionals shall provide professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the professional services to be provided with respect thereto.

6. Such other insurance as is generally required by commercial owners on buildings similar in size, character, age and location as the Building, as may change from time to time.

P. Possessory Interest Taxes. Tenant will be responsible for paying any possessory interest taxes due in connection with the Lease.

Q. City Requirements. Tenant will be required to comply with all applicable City requirements in effect and adopted by the Parking Authority or incorporated by the Parking Authority in the RFP and Lease, including, but not limited to, the Non-Discrimination in Contracts and Benefits Ordinance, the First Source Hiring Ordinance, and the Health Care Accountability Ordinance, as more specifically described in the Sample Lease.

R. Net Lease. This Lease is a “Net Lease”. Accordingly, Tenant shall pay to the Authority the Base Rent, the Participation Rent, Additional Charges (as defined in the Lease) and any other payments due hereunder (collectively, “Rent”) free of any charges, assessments or deductions of any kind, without prior demand and without abatement, counterclaim or setoff. Such “net lease” is subject to the terms specified in Section 4.9 of the Lease.

S. Advertising Rights. The City, through the SFMTA, reserves the rights to sell advertising, on an exclusive basis during the term of the Lease, on and in the Moscone Parking Garage, which is owned by the Parking Authority. The City, through the SFMTA, reserves the rights to sell advertising, on an exclusive basis during the term of the Lease, on and in the Premises. Tenant shall have the right, with approval from the SFMTA, to place signage and/or advertising stands promoting their business. Signage and/or advertising stands shall comply will all City, State and Federal ordinances and regulations.

III. Schedule

The anticipated schedule for selecting a contractor is listed below. The City and the Parking Authority reserve the right to change the schedule at any time.

Proposal Phase	Date
RFP is issued by the City	September 24, 2008
Mandatory Tour	October 8, 2008
Deadline for submission of written questions or requests for clarification	October 24, 2008, 4:00 p.m.
Proposals due	November 14, 2008, 4:00 p.m.
Selection Committee reviews responses to RFP	Week of December 1-5,2008
Oral interviews (if any)	Week of December 15, 2008
Selection of firm to negotiate with	Week of December 22-26, 2008
Negotiations with selected firm	January 2009
Parking Authority Commission approval of contract	February 2009

IV. Proposal Conditions

A. Minimum Qualifications. Each Proposer must demonstrate that it meets the minimum qualifications listed below in order for its proposal to be responsive. Determination of qualifications will be based on the materials timely submitted by a Proposer or by review of other readily accessible public information regarding Proposer.

1. Experience and Financial Capacity:

- a. The Proposer, its key management team, and each of its sub-lessees, if any, must have at least three years successful, profitable experience in managing commercial retail business in major metropolitan markets.
- b. Within the last three years, the Proposer and each of its sub-lessees, if any, must have managed a commercial retail business with an annual gross sales receipt over \$250,000.
- c. The Proposer must have had a corporate or personal net worth of at least \$1,000,000 for the last three years.
- d. The Proposer must not have filed a petition in bankruptcy or a petition to take advantage of any insolvency statute in the past seven years.
- e. The Proposer must demonstrate its financial stability by proving how it will provide the following:
 - i. A written commitment to provide a letter of credit in the amount of five hundred thousand dollars (\$500,000), as part of the Security Deposit, for the term of the Lease.
 - ii. A written commitment to provide a performance bond of five hundred thousand dollars (\$500,000) during construction of the Tenant Improvements, as part of the Security Deposit.
 - iii. Six months Base Rent, as part of the Security Deposit.
 - iv. Two bank references that will validate the proposer's financial responsibility, including the name and phone number of a bank officer familiar with the proposer's account.
 - v. Certified audited copies of the proposer's financial statements from the last three years, with profit and loss statements.

2. A Proposer shall have sufficient financial capacity and experience to successfully execute the proposed use in accordance with the terms of the submitted business plan. In particular, the Parking Authority may review Proposer's financial performance in other projects, in particular, whether Proposer is, and Proposer's other projects have been, solvent. The Parking Authority reserves the right to request a credit report on, and additional financial information from, each Proposer.

3. A Proposer shall be in good standing with the City's Tax Collector's Office. Such

written confirmation will be required of any other businesses owned, controlled by or related to the Proposer and any of its principals. "Good Standing" for purposes of this RFP shall mean that the Proposer shall not be delinquent in the payment of any taxes or fees required to be paid by Proposer as contained in the San Francisco Municipal Code, Part III, Business and Tax Regulations, has no outstanding liens filed against it and is not the subject of an in-progress City audit.

4. A Proposer must be current in the payment of all taxes due, including business and possessory interest taxes owed by the Proposer.

B. Submittal Requirements. A Proposer's response to this RFP must be made according to the specifications set forth below. Any major deviation from these specifications may be cause for rejection of such response at the Parking Authority's discretion. Proposers must include the following materials in the submission (collectively, the "Proposal Package"):

1. Documents and other evidence that it meets the Minimum Qualifications set forth in Section IV(A)(1) above.

2. A copy of its San Francisco business tax registration certificate. In addition, a Proposer shall submit written confirmation from the City's Tax Collector verifying that the Proposer is in good standing with the City's Tax Collector's Office. Such written confirmation will be required of any other businesses owned, controlled by or related to the Proposer and any of its principals.

3. A completed and signed proposal (the "Written Statement") that includes the following:

a. **Use of Premises.** A description of the Proposer's intended use of the Premises, as allowed under current City and County of San Francisco laws and regulations, including zoning.

b. **Business Plan.** An overall Business Plan for the proposed use of the Premises that includes a detailed Management and Operation Plan describing Proposer's proposed staffing, hours of operation, a security plan, a safety plan, and a disaster recovery plan. In addition, a proposed Marketing Plan for the five years of the initial term of the Lease must be provided. The Business Plan must also include a five (5) year projection of income and expenses supported by underlying assumptions, which includes Base Rent and Participation Rent projected to be paid for the Premises and costs related to any improvements to the Premises, including materials and construction costs. In the event funds are to be borrowed to finance any action proposed in the business plan, submit a letter-of-intent from a bank or other lending institution indicating the minimum amount that will be loaned and the repayment terms, including the applicable annual percentage rate of interest.

c. **Additional References.** The Proposer must provide references from three previous landlords, sub-tenants, business partners, and/or employers, including names, addresses, phone and fax numbers, E-mails.

d. **Improvements.** Describe in detail the scope of work relating to the construction of all proposed tenant improvement work including, if possible, proposed materials and construction methods. This should be accompanied by schematic plans for the area of construction. Schematic plans should include a floor plan and elevations with sufficient detail to understand the scope and nature of the proposed improvements. These plans may be informal sketches. Where appropriate, additional graphic materials may be submitted in order to provide additional information or to display the Proposer's improvement plan with greater clarity. Any

building plans should be submitted on sheets preferably no larger than 24 inches by 36 inches. The submittal should include a description of the relevant experience of the Proposer in constructing improvements of the scope proposed by Proposer.

e. Certification. A duly signed certification that (i) the only persons or parties interested in the Proposal Package as principals are those named therein; (ii) the Proposal Package is made without collusion with any other party; (iii) the Proposer has not paid nor agreed to pay and will not pay or agree to pay any fee or commission, or any other thing of value contingent on the tentative selection as a successful Proposer or on the award of a lease agreement for the Premises to any Parking Authority or City employee or official, or to any contracting consultant hired by the Parking Authority or City for purposes of the lease of the Premises, or to any agent of the Parking Authority or City; (iv) if its Proposal Package is accepted, Proposer will execute the Lease on or before the deadline specified in this RFP; (v) Proposer has reviewed the entire Sample Lease, obtained any legal counsel it wishes to obtain with respect to the Lease, and accepts all of the terms of the Lease; and (vi) Proposer understands and accepts all conditions and requirements contained in this RFP.

f. Security. Proposal security ("Proposal Security") in the form of a forfeiture-type bond, a check certified by a responsible bank, or a cashier's check payable to the City and County of San Francisco in the amount of Ten Thousand Dollars (\$10,000) If a Proposer does not execute and deliver the Lease to Parking Authority within thirty (30) days immediately following notification of its tentative selection as the successful Proposer, its Proposal Security will be forfeited to the City as liquidated damages. Except for a Proposer that forfeits its Proposal Security pursuant to the immediately-preceding sentence, all Proposal Securities will be returned to unsuccessful Proposers within a reasonable period following approval by the Parking Authority Commission of a Lease with a successful Proposer or rejection of all of Proposal Packages. If the Parking Authority approves of a Lease with a successful Proposer, the Proposal Security of such successful Proposer may, at the sole discretion of the Parking Authority, be applied to the security deposit required as part of the Lease.

g. Base Rent and Participation Rent. The amount of the Base Rent and Participation Rent that the Proposer would pay to lease the Premises, as described in Sections II(H) and (I) above.

h. Summary of Leased Commercial Space. A description of all commercial space leased by the Proposer or any of its principals since 2005 or earlier and contact information for the landlords and sublessors, if any, of such commercial space.

i. Attestation Statements and Certifications. The Proposer and each of its sub-lessees, if any, must individually sign the Attestation of Compliance and Certifications attached as Appendices D, E and F. Any proposal that does not include the executed Attestation of Compliance and Certifications as required by this RFP will be deemed non-responsive and will not be scored. Any proposer who violates representations made in the Attestation of Compliance and Certifications, directly or through an agent, lobbyist or subcontractor, will be disqualified from the selection process for the Lease.

4. Proposal Execution. The Written Statement must be signed in ink. If Proposer is an entity, it shall be signed by a person duly authorized to execute the Written Statement on behalf of such entity. If the Proposer is a joint venture, each joint venturer shall so execute it. Anyone signing the Written Statement as an agent of an entity shall submit legal evidence of his/her authority to do so. Where necessary due to the number of signatories, copies of the signature pages of the Written Statement may be executed and submitted by such additional signatories.

5. Submission of Proposals. Any submitted Proposal Package with

incomplete or missing information, or received after 4:00 p.m. on November 14, 2008 (the "Submission Date"), will be deemed non-responsive and will be rejected. After a Proposal Package has been submitted, no modifications thereto will be allowed.

Five copies of the Proposal Packages shall either be delivered in person or mailed. Proposal Packages that are delivered in person must be left with a Real Estate Division receptionist during business days between the hours of 8:00 a.m. and 5:00 p.m. at 25 Van Ness Ave., Suite 400 on or before Submission Date. Proposal Packages that are mailed must be received by the Real Estate Division on or before the Submission Date and must be addressed to:

Mr. Jason Hinson
 CCSF Real Estate Division
 25 Van Ness Avenue, Suite 400
 San Francisco, CA 94102
 Phone: (415) 554-9873
 Fax: (415) 552-9216
 E-mail: Jason.Hinson@sfgov.org

All Proposal Packages, whether mailed or delivered in person, must be in sealed envelopes and clearly marked "Response to RFP for the Master Lease of Moscone Center Garage Retail Space". Proposal Packages sent by facsimile will not be accepted. Also see RFP Section V(R) below relating to Communications Prior to Award of the Lease.

C. Selection Criteria. Proposal Packages will be opened and evaluated by a panel comprised of representatives of the SFMTA, the Parking Authority and the City's Real Estate Division. The opportunity to lease the Premises will be awarded to the Proposer who, has a Business Plan and experience in related business endeavors and submits a sound, documented financial statement and a competitive proposed rent. The above criteria will be evaluated on the following point basis:

Business Plan (includes Management, Operations and Marketing Plans)	25 points
Experience	20 points
Financial Statement	15 points
Proposed Annual Rent	40 points
TOTAL	100 points

D. Grounds for Rejection. Any false, incomplete, or unresponsive statements in connection with a Proposal Package may be cause for its rejection at the Parking Authority's discretion. Any judgment as to the significance of any falsity, incompleteness, or unresponsiveness associated with a Proposal Package shall be the prerogative of the Parking Authority and its judgment shall be final. The Parking Authority reserves the right to waive minor defects or irregularities in any Proposal Package.

E. Tour of the Premises. It is the sole responsibility of each Proposer to attend a mandatory tour of the Premises to become familiar with the Premises' physical conditions and limitations, perform its own independent investigation, and become acquainted with the details requisite to its proposed use of the Premises. To facilitate this process, RED will conduct a mandatory tour of the Premises. Immediately following the tour, RED will provide Proposers with an opportunity to ask questions about the business opportunity and comment on the content of this RFP. All questions, comments or non-substantive suggested changes to this RFP will be noted and taken into consideration by RED. Following the tour, RED will issue any necessary addenda to this RFP. Such addenda will be faxed and mailed to all Proposers present at the tour

at the facsimile number and address provided to RED at the tour.

The mandatory tour of the Premises will be held on October 8, 2008. The Parking Authority will not guarantee access at any other time. Proposers must call Jason Hinson at (415) 554-9873 to arrange to participate in the tour.

F. Selection Process. This RFP will be advertised in local publications and on the City's Web site at http://www.sfgov.org/site/realestate_index.asp. The submission deadline for Proposal Packages is 4:00 p.m. on October 17, 2008. A selection panel (the "Selection Committee") will evaluate and rank each responsive and responsible Proposal Package on the basis of the selection criteria set forth above. The Selection Committee may orally interview the top three Proposers. If so, an Addendum to the RFP will be issued to explain the oral interview process and scoring; the oral interviews, if any, will be held during the week of November 10-14, 2008. The Selection Committee shall make a recommendation for award to the SFMTA Executive Director/CEO, as the authorized representative of the Parking Authority. The Parking Authority or the Director of Property reserves the right to request clarification or additional information from Proposers. Final selection is to be made by the Parking Authority Commission.

G. Award of Lease. The award shall be made by the Parking Authority Commission. After selection of the successful Proposer by the Parking Authority Commission in its sole and absolute discretion, the Parking Authority shall so notify the successful Proposer. The successful Proposer shall execute and deliver the Lease within thirty (30) days immediately following its notification of such tentative selection. If the successful Proposer does not execute and deliver the Lease within such thirty (30) day period, the Parking Authority shall retain the Proposal Security of such Proposer in accordance with Section III.B.3.g above and the Parking Authority shall have the right to select or to have the review panel select, subject to approval by the Parking Authority Commission in its sole and absolute discretion, another qualified Proposer for the tentative award of the Lease.

V. Terms and Conditions for Receipt of Proposals

A. Invitation to Submit Proposals; No Obligations by Parking Authority to Contract. This RFP is only an invitation to submit proposals and does not commit the Parking Authority in any way to enter into the Lease or any other lease agreement for the Premises. In addition, the issuance of this RFP does not obligate the City or Parking Authority to pay any costs whatsoever incurred by any Proposer in connection with this RFP, including without limitation, (a) the preparation and presentation of a Proposal Package, (b) any supplements or modifications of this RFP, or (c) discussions with the Parking Authority, the City or any other party arising out of or relating to this RFP or the subject matter of this RFP. Submissions of the RFP will become the property of the Parking Authority and may be used by the Parking Authority in any way deemed appropriate.

B. Reservation of Rights by Parking Authority. The Parking Authority expressly reserves the right at any time and from time to time, and for its own convenience, in its sole discretion, to do any or all of the following:

1. Waive or correct any defect or technical error in any Proposal Package or proposal procedure as part of this RFP or any subsequent negotiation process;
2. Reject any and all Proposal Packages, without indicating any reason for such rejection;
3. Rescind or reissue an RFP;

4. Select a tenant by any other means;
5. Modify the selection procedure;
6. Extend deadlines for accepting Proposal Packages, or request amendments to Proposal Packages after expiration of deadlines, by mailing such change to each Proposer at the address provided by all Proposers that attend the mandatory tour; and
7. Elect not to lease the Premises.

C. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the City, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the City promptly after discovery, but in no event later October 24, 2008. Modifications and clarifications will be made by addenda as provided below.

D. Questions

Questions regarding this RFP should be addressed in writing to:

Mr. Jason Hinson
CCSF Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Phone: (415) 554-9873
Fax: (415) 552-9216
E-mail: Jason.Hinson@sfgov.org

The City will keep a record of all parties who request and receive copies of the RFP. Any requests for information concerning the RFP, whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda to all parties who have requested and received a copy of the RFP from the City. Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will also be memorialized in a written addendum to this RFP and will be distributed to all parties that received a copy of the RFP. No questions or requests for interpretation will be accepted after **4:00 p.m. on October 24, 2008.**

E. Objections to RFP Terms

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

F. Addenda to RFP

The City may modify the RFP prior to the proposal due date by issuing written addenda. Addenda will be posted on the City's Office of Contract Administration website http://www.sfgov.org/site/realestate_index.asp and/or sent via email or by regular, first class U.S. mail to proposers present at the Mandatory Tour. City will make reasonable efforts to notify

proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by the City prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that, prior to submitting a proposal, proposers contact:

Mr. Jason Hinson
CCSF Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Phone: (415) 554-9873
Fax: (415) 552-9216
E-mail: Jason.Hinson@sfgov.org

Or

Visit: http://www.sfgov.org/site/realestate_index.asp

G Term of Proposal

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

H. Revisions to Proposal

A proposer may revise a proposal at the proposer's own discretion at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

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

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

I. Errors and Omissions in Proposal

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

J. Return of Materials. The City will not return Proposal Packages or any information submitted in connection with a Proposal Package unless (i) the Proposer has properly designated financial portions of such Proposal Package as confidential at the time of submittal in accordance with the terms above and has then clearly requested that such information be returned, and (ii) the Parking Authority is legally permitted to return such documents.

K. Right to Disqualify. The City reserves the right to disqualify any Proposer to this RFP on the basis of any real or apparent conflict of interest that is disclosed by the responses submitted or other data available to the Parking Authority. This disqualification is at the sole discretion of the Parking Authority.

L. Lease Approval. The Lease will require the approval of the Parking Authority Commission in its sole and absolute discretion. As part of the approval process, the successful Proposer may be required, at its sole expense, to prepare and provide documents or exhibits and make presentations associated with the Lease as required by the Parking Authority prior to the execution of the Lease.

M. Proposer's Obligations under the Campaign Reform Ordinance

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

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

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

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

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

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

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

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

N. Sunshine Ordinance

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

O. Public Access to Meetings and Records

If a proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

P. Reservations of Rights by the City

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

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

Q. No Waiver

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

R. Communications Prior to Award of the Lease

It is the policy of the SFMTA that only employees identified in the RFP as contacts for this competitive solicitation are authorized to respond to comments or inquiries from proposers or potential proposers seeking to influence the contractor selection process or the award of the Lease. This prohibition extends from the date the RFP is issued until the date when the contractor selection is finally approved by the Parking Authority Commission.

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

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

Additionally, the firms and subcontractor(s) responding to this RFP will not provide any gifts, meals, transportation, materials or supplies or any items of value or donations to or on behalf of any SFMTA or RED staff member from the date the RFP is issued to the date when the award of the Lease is approved by the Parking Authority Commission.

All lobbyists or any agents representing the interests of proposing prime contractors and subcontractor(s) shall also be subject to the same prohibitions. An executed Attestation of Compliance (Appendix D) certifying compliance with this section of the RFP will be required to be submitted signed by all firms and named subcontractor(s) as part of the response to the this RFP. Any proposal that does not include the executed Attestation of Compliance as required by this section will be deemed non-responsive and will not be evaluated. Any proposer who violates the representations made in such Attestation of Compliance, directly or through an agent, lobbyist or subcontractor, will be disqualified from the selection process.

S. San Francisco Business Tax Certificate

San Francisco Ordinance No. 345-88 requires that, in order to receive an award, a firm located in San Francisco or doing business in San Francisco must have a current Business Tax Certificate. Since the work contemplated under the proposed Agreement will be performed in San Francisco, a San Francisco Business Tax Certificate will be required. The Business Tax Declaration (see Appendix B) should be completed and submitted with the proposal.

T. Resource Conservation

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

U. Other Miscellaneous Requirements.

a.. All Proposers shall comply with the conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the proposal, subject to Parking Authority's discretion.

b. No Proposal Package from any party (including any party that is part of a joint venture) that is in arrears upon any obligation to the Parking Authority or City or that otherwise may be deemed irresponsible, unreliable or unqualified by the Parking Authority will be accepted.

c. Only one (1) Proposal Package will be accepted from any one (1) person or entity; however, an alternative Business Plan that includes a Management and Operation Plan, and a Marketing Plan may be included in one (1) submittal.

d. All Proposals Packages must be firm for a minimum period of ninety (90) days following the opening of the Proposal Packages.

e. The information presented in this RFP is provided solely for the convenience of the Proposers and other interested parties. It is the responsibility of the Proposers and other interested parties to assure themselves that the information contained in this RFP is accurate and complete. The Parking Authority, the City, or their advisors provide no assurances, representations or warranties pertaining to the accuracy of the information in this RFP.

f. The Proposer shall not obtain by its response to this RFP any claim against the City or the Parking Authority Commission, or any City or Parking Authority Commission property, by reason of any or all of the following: any aspect of this RFP, the selection process or any part thereof, any informalities or defects in the selection process, the rejection of any or all Proposal Package, the acceptance of any Proposal Package, entering into the Lease or any lease agreement for the Premises, the failure to enter into the Lease or any other such lease, any statement, representations, acts or omissions of the Parking Authority Commission or the City, the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of all or any of the foregoing.

g. In accordance with Chapter 14.B of the San Francisco Administrative Code, SEC. 14B.2, a "Contract" does not include lease, franchise, or concession agreements. Therefore, 14.B does not apply to subject RFP. However, SEC. 14B.7 PRIME CONTRACTS, (8) (B) states, "Best Efforts on Contracts Not Otherwise Subject to this Ordinance. In the award of leases, franchises, concessions, and other contracts not subject to the discount provisions of this ordinance, contract awarding authorities shall utilize the good faith efforts steps unless impracticable to do so. At a minimum, contract awarding authorities should notify LBEs that are certified to perform the work contemplated in a contract and solicit their interest in the contract."

VI. Contract Requirements

A. Nondiscrimination in Contracts and Benefits

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

B. Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see §[] in the Sample Agreement included as Appendix D.

Note that the gross hourly compensation for covered employees for For-Profit entities is \$11.03.

The MCO rate for non-profit corporations and government entities shall be \$10.77.

Additional information regarding the MCO is available on the web at www.sfgov.org/olse.

C. Health Care Accountability Ordinance (HCAO)

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

D. First Source Hiring Program (FSHP)

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

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the City's website at www.sfgov.org/moed/fshp.htm.

E. Conflicts of Interest

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

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

VII. Protest Procedures

A. Protest of Non-Responsiveness Determination

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

B. Protest of Award of the Lease

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

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

C. Delivery of Protests

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

Mr. Jason Hinson
CCSF Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Phone: (415) 554-9873
Fax: (415) 552-9216
E-mail: Jason.Hinson@sfgov.org

With copies to:

Amy L. Brown
Director of Real Estate
CCSF Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

And

Nathaniel P. Ford, Sr.
Executive Director/CEO
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor
San Francisco, CA 94103

Appendix A

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

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

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

Item	Form name and Internet location	Form	Description	Return the form to; For more info
1.	Request for Taxpayer Identification Number and Certification http://www.sfgov.org/site/oca_page.asp?id=26550 www.irs.gov/pub/irs-fill/fw9.pdf	W-9	The City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
2.	Business Tax Declaration http://www.sfgov.org/site/oca_page.asp?id=26550	P-25	All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702

Item	Form name and Internet location	Form	Description	Return the form to; For more info
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits http://www.sfhrc.org/site/sfhumanrights_index.asp?id=4584 In Vendor Profile Application	HRC-12B-101	Contractors tell the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	Human Rights Comm. 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500

Location of forms on the Internet:

Office of Contract Administration

Homepage: www.sfgov.org/oca/
 Purchasing forms: Click on "Required Vendor Forms" under the "Information for Vendors and Contractors" banner.

Human Rights Commission

HRC's homepage: http://www.sfgov.org/site/sfhumanrights_index.asp
 Equal Benefits forms: Click on "Forms" under the "Equal Benefits" banner near the bottom.
 LBE certification form: Click on "Forms" under the "LBE" banner near the bottom

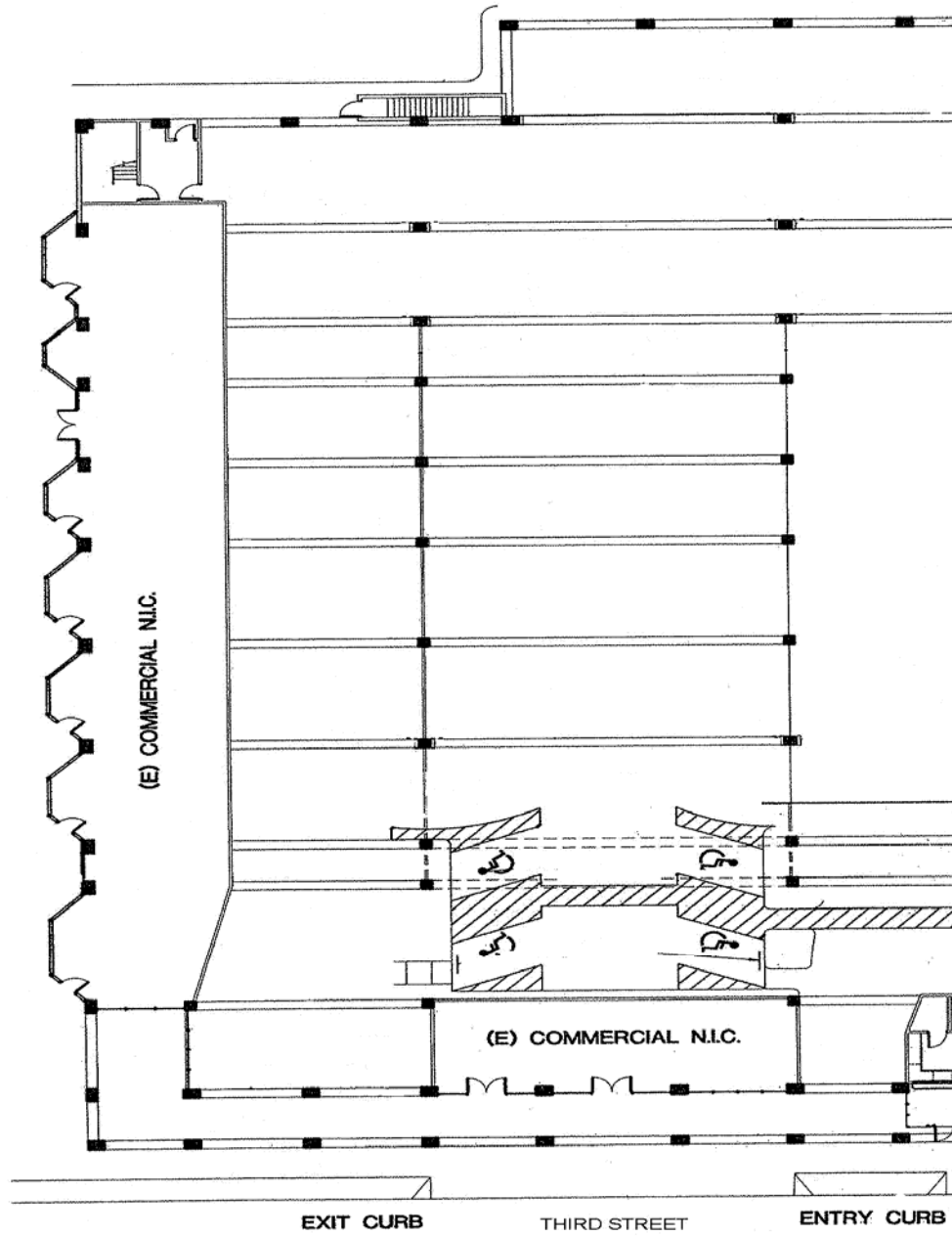
Appendix B

Aerial Photograph of Property



Appendix C

Plan of Premises



Appendix D

ATTESTATION OF COMPLIANCE

To be completed by all Proposing Firms and All Individual Subcontractors

(Please check each box, sign this form and submit it with your response.)

Name of Individual Completing this Form: _____

The Form is Submitted on Behalf of Firm: _____

Name of RFP: **LEASE OF PARKING AUTHORITY MOSCONE CENTER GARAGE COMMERCIAL SPACE, REQUEST FOR PROPOSALS**

1. I attest that I and all members of the firm listed above will and have complied to date with Section V.R of the above RFP.

Yes

2. I understand that if my firm or any members of the firm listed above are found to be in violation of the Section V.R of the above RFP, this will disqualify my firm and any Proposal in which my firm is named from further consideration.

Yes

I have entered required responses to the above questions to the best of my knowledge and belief.

Signature: _____

Date _____

Appendix E

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

By signing and submitting its Proposal, the Proposer or proposed subcontractor certifies as follows:

(Proposer or Proposed Subcontractor Business Name)

certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from contracting with any federal, state or local governmental department or agency;
 - b. Have not within a three-year period preceding the date of this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) b. of this certification; and
 - d. Have not within a three-year period preceding the date of this Proposal had one or more public contracts (federal, state, or local) terminated for cause or default.
- (2) Where the firm executing this RFP Appendix E is unable to certify to any of the statements in this certification, such firm shall attach a detailed explanation of facts that prevent such certification.
- (3) The certification in this clause is a material representation on fact relied upon by the San Francisco Municipal Transportation Agency (SFMTA).

As the authorized certifying official, I hereby certify that the above-specified certifications are true.

Business Name: _____

Authorized Representative Name (print) Authorized Representative Title (print)

Authorized Representative Signature Date

Appendix F

CERTIFICATION REGARDING LOBBYING

(Proposer or Proposed Subcontractor Business Name)

Certifies that it will not and has not paid any person or organization for influencing or attempting to influence a member of the San Francisco Municipal Transportation (“SFMTA”) Agency Board of Directors, or an officer or employee of the SFMTA in connection with the contract to be awarded pursuant to this Request for Proposals, except as expressly authorized in this Request for Proposals. The Proposer or proposed subcontractor submitting this certification shall also disclose the name of any lobbyist registered under Article II of the San Francisco Campaign and Governmental Conduct Code who has made lobbying contacts on its behalf with respect to the contract to be awarded pursuant to this Request for Proposals.

This certification is a material representation of fact upon which reliance was placed for the purposes of the SFMTA's evaluation of Proposals and award of a contract pursuant to the Request for Proposals. Submission of this certification is a prerequisite for submitting a Proposal responsive to the Request for Proposals.

Following submission of Proposals with this signed certification, any firm who 1) pays any person or organization for influencing or attempting to influence a member of the San Francisco Municipal Transportation Agency Board of Directors, or an officer or employee of the SFMTA in connection with the contract to be awarded pursuant to this Request for Proposals, except as expressly authorized in the RFP, 2) fails to disclose the name of any lobbyist registered under Article II of the San Francisco Campaign and Governmental Conduct Code who has made lobbying contacts on its behalf with respect to the contract to be awarded pursuant to this Request for Proposals, or 3) pays or agrees to pay to any SFMTA employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the SFMTA any fee or commission, or any other thing of value contingent on the award of a contract, will disqualify any Proposal in which that firm is named as a prime contractor, joint venture partner or subcontractor from the selection process.

By signing and submitting its proposal, the Proposer or proposed subcontractor also certifies to the SFMTA that the Proposer or proposed subcontractor has not paid, nor agreed to pay, and will not pay or agree to pay, any fee or commission, or any other thing of value contingent on the award of a contract to any SFMTA employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the SFMTA. As the authorized certifying official, I hereby certify that the above-specified certifications are true.

Business Name: _____

Authorized Representative Name (print)

Authorized Representative Title (print)

Authorized Representative Signature

Date

Appendix G

**Sample Lease
(to be included with RFP Package upon issuance)**