

THIS PRINT COVERS CALENDAR ITEM NO.: 10.2

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Sustainable Streets – Transportation Engineering

BRIEF DESCRIPTION:

Approving various routine traffic and parking modifications.

SUMMARY:

- Under Proposition A, the SFMTA Board of Directors has authority to adopt parking and traffic regulations changes.
- Taxis are not exempt from any of these regulations.

ENCLOSURE:

1. SFMTAB Resolution

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION
BE RETURNED TO Tom Folks

ASSIGNED SFMTAB CALENDAR DATE: December 7, 2010

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PURPOSE

To approve various routine traffic and parking modifications.

GOAL

This action is consistent with 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 – LEFT LANE MUST TURN LEFT – Folsom Street, northbound, approaching 19th Street. **PH 4/16/10 Requested by Planning.**
- B. REVOKE – BUS ZONE – Folsom Street, west side, from 16th Street to 75 feet northerly; Folsom Street, northwest corner, at 17th Street (flag stop); Folsom Street, northwest corner, at 20th Street (flag stop); Folsom Street, northwest corner, at 25th Street (flag stop); Folsom Street, southwest corner, at 26th Street (flag stop); Folsom Street, southwest corner, at 25th Street (flag stop); Folsom Street, east side, at 18th Street to 100 feet southerly.
ESTABLISH – BUS ZONE – Folsom Street, west side, from 16th to 80 feet southerly; Folsom Street, west side, from 18th to 80 feet southerly (replaces flag stop); Folsom Street, west side, from 20th to 80 feet southerly; Folsom Street, west side, from 22nd to 80 feet southerly (replaces flag stop); Folsom Street, west side, from 26th to 100 feet northerly (replaces flag stop); Folsom Street, east side, from 22nd to 80 feet northerly (replaces flag stop) ; Folsom Street, east side, from 18th to 80 feet northerly. **PH 4/16/10 Requested by SFMTA.**
- C. ESTABLISH – TOW AWAY NO PARKING ANYTIME, MIDNIGHT TO 6 AM, EVERYDAY – Tunnel Avenue, both sides, from Lathrop Avenue to county line. **PH 11/5/10 Requested by Resident.**
- D. ESTABLISH – ONE-WAY STREET – Rhode Island Street, southbound, between 25th and 26th Streets. **PH 11/5/10 Requested by Residents.**
- E. ESTABLISH – 45 DEGREE ANGLE PARKING – Rhode Island Street, east side, from 25th Street to 345 feet southerly. **PH 11/5/10 Requested by Residents.**
- F. ESTABLISH – 90 DEGREE ANGLE PARKING – Rhode Island Street, east side, from 345 feet south of 25th Street to 441 feet southerly. **PH 11/5/10 Requested by Residents.**

- G. RESCIND – TOW-AWAY NO STOPPING ANYTIME AND ESTABLISH – PARKING METER VARIABLE PRICE AREA (NO TIME LIMIT, 9 AM TO 6 PM, MONDAY THROUGH SATURDAY) – Clarence Place, east side, from Townsend Street to 255 northerly. **PH 11/5/10 Requested by Business.**
- H. RESCIND – PARKING METER VARIABLE PRICE AREA (NO TIME LIMIT, 9 AM TO 6 PM, MONDAY THROUGH SATURDAY) AND ESTABLISH – TOW-AWAY NO STOPPING ANYTIME – Clarence Place, west side, from Townsend Street to 140 feet northerly. **PH 11/5/10 Requested by Business.**
- I. ESTABLISH – TOW-AWAY NO STOPPING ANYTIME – Connecticut Street, west side, from 26th Street to 64 feet southerly (64-foot zone). **PH 11/5/10 Requested by SFMTA.**
- J. ESTABLISH – STOP SIGNS – Stopping Valley Street at Castro Street, making this intersection a two-way STOP. **PH 11/5/10 Requested by Residents.**
- K. ESTABLISH – STOP SIGNS – Stopping Thomas Avenue at Lane Street, making this intersection an all-way STOP. **PH 11/5/10 Requested by Residents.**
- L. ESTABLISH – RESIDENTIAL PERMIT PARKING AREA A (ELIGIBILITY TO PURCHASE PERMIT ONLY) – #2 Rowland Street (no signs to be installed). **PH 11/5/10 Requested by Residents.**
- M. ESTABLISH – TOW-AWAY, NO PARKING, 10 PM TO 6 AM, DAILY – Mendell Street, between Evans and Fairfax Avenues; and ESTABLISH – TOW-AWAY, NO STOPPING, 10 PM TO 6 AM, DAILY Fairfax Avenue, between Newhall and Mendell Streets. **PH 11/5/10 Requested by Businesses.**
- N. RESCIND – PARKING METERS (NO TIME LIMIT, 9 AM TO 6 PM, MONDAY THROUGH SATURDAY) AND ESTABLISH – RESIDENTIAL PERMIT PARKING AREA Y, 2-HOUR LIMIT, 8 AM TO 10 PM, DAILY) – 6th Street, west side, from Townsend to Bluxome Streets.
RESCIND – RESIDENTIAL PERMIT PARKING AREA Y, 2-HOUR LIMIT, 8 AM TO 10 PM, DAILY AND ESTABLISH – PARKING METERS (NO TIME LIMIT, 9 AM TO 6 PM, MONDAY THROUGH SATURDAY) – 6th Street, east side, from Townsend to Bluxome Streets. **PH 11/5/10 Requested by SFMTA.**
- O. ESTABLISH – NO PARKING VEHICLES OVER SIX FEET HIGH – Ulloa Street, both sides, from 19th Avenue 100 feet westerly; Vicente Street, both sides, from 19th Avenue to 100 feet westerly; and Wawona Street, both sides, from 19th Avenue to 100 feet westerly.
PH 11/5/10 Requested by Supervisor Chu.

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 – LEFT LANE MUST TURN LEFT – Folsom Street, northbound, approaching 19th Street.
- B. REVOKE – BUS ZONE – Folsom Street, west side, from 16th Street to 75 feet northerly; Folsom Street, northwest corner, at 17th Street (flag stop); Folsom Street, northwest corner, at 20th Street (flag stop); Folsom Street, northwest corner, at 25th Street (flag stop); Folsom Street, southwest corner, at 26th Street (flag stop); Folsom Street, southwest corner, at 25th Street (flag stop); Folsom Street, east side, at 18th Street to 100 feet southerly.
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RESCIND – RESIDENTIAL PERMIT PARKING AREA Y, 2-HOUR LIMIT, 8 AM TO 10 PM, DAILY AND ESTABLISH – PARKING METERS (NO TIME LIMIT, 9 AM TO 6 PM, MONDAY THROUGH SATURDAY) – 6th Street, east side, from Townsend to Bluxome Streets.
- O. ESTABLISH – NO PARKING VEHICLES OVER SIX FEET HIGH – Ulloa Street, both sides, from 19th Avenue 100 feet westerly; Vicente Street, both sides, from 19th Avenue to 100 feet westerly; and Wawona Street, both sides, from 19th Avenue to 100 feet westerly.

WHEREAS, The public has been notified about the proposed modifications and has been given the opportunity to comment on those modifications through the public hearing process; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors, upon recommendation of the Executive Director/CEO and the Director of the Sustainable Streets Division does hereby approve the changes.

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. : 10.3

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology Division

BRIEF DESCRIPTION:

Authorizing the Executive Director/CEO or his designee to execute three Bicycle Facility Program (BFP) grant agreements with the Bay Area Air Quality Management District (BAAQMD), the terms of which are in excess of 10 years; and recommending approval of the agreements by the Board of Supervisors.

SUMMARY:

- On a regular basis, the SFMTA applies for funding for bicycle implementation projects from the Bay Area Air Quality Management District (BAAQMD); typically, the grant agreements for such projects are for the useful life of the project, which may be 10 years or more, and include an additional three-year inspection period.
- Under City Charter Section 9.118(b), contracts with a term over 10 years must be approved by the Board of Supervisors (BOS).
- BAAQMD approved an SFMTA application from the Fiscal Year 09/10 Bicycle Facility Program to fund three Bicycle Facilities Projects in San Francisco: \$84,000 for bicycle parking; \$55,900 for bicycle lanes on John Muir Drive; and \$15,300 for a bicycle lane on the Great Highway.
- SFMTA staff requests authorization from the SFMTA Board for the Executive Director/CEO or his designee to execute three grant agreements for bicycle projects where the terms of such agreements are in excess of 10 years, and recommend that the BOS approve the agreements.

ENCLOSURES:

1. SFMTAB Resolution
2. BAAQMD Bicycle Facility Program Grant Agreements

APPROVALS:

DIRECTOR OF DIVISION

PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

DATE

ADOPTED RESOLUTION

BE RETURNED TO Mark Lui

ASSIGNED SFMTAB CALENDAR DATE: _____

PAGE 2.

PURPOSE

The purpose of this item is to obtain approval from the SFMTA Board for three grant agreements with BAAQMD for bicycle projects, the terms of which are in excess of 10 years.

GOAL

The goal of this request supports the following SFMTA Strategic Plan Goal:

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 – To get customers where they want to go, when they want to be there.

Objective - 2.3 Fulfill bicycle and pedestrian network connectivity

Goal 4 – To ensure financial stability and effective resource utilization.

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

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

Objective- 4.2 Ensure efficient and effective use of resources

DESCRIPTION

The SFMTA applies for funding for bicycle implementation projects (facilities and equipment) on a regular basis from BAAQMD. Typically, the grant agreements for such projects are for the useful life of the project, which may be 10 years or more, and include an additional three-year inspection period.

Although the SFMTA has Charter authority to accept and expend grants, Charter Section 9.118(b) requires that contracts with a term over 10 years be approved by the BOS. Therefore, this item requests approval from the SFMTA Board for the grant agreements prior to submitting them to the BOS for approval. The grant agreements, all of which would be in excess of 10 years, are for the following bicycle projects;

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1. **Bicycle Parking \$84,000**: Bicycle racks will be installed primarily along commercial corridors, along the official San Francisco Bicycle Route Network, near transit routes and stations, or at other areas with high demand for bicycle parking throughout San Francisco. The SFMTA installs bike racks by public request from business owners, residents, and other stakeholders. Some installation locations are also determined by SFMTA staff based on need.
2. **John Muir Bike Lanes \$66,900**: This project will install bicycle lanes in both directions on John Muir Drive between Lake Merced Boulevard and Skyline Boulevard. This project will further enhance safety for all road users by modifying existing parking on the south side of John Muir Drive by implementing back-in angled parking.
3. **Great Highway Bike Lanes \$15,300**: This project will install a bicycle lane on the Great Highway/Point Lobos Avenue in both directions from 48th Avenue/El Camino Del Mar to Fulton Street.

ALTERNATIVES CONSIDERED

SFMTA staff requested that BAAQMD make changes to its standard grant agreement language limiting the agreement term to 10 years. BAAQMD did not agree to this request.

FUNDING IMPACT

The SFMTA was recently awarded grants from BAAQMD for the following three bicycle implementation projects totaling \$166,200.

1. Bicycle Parking (\$84,000)
2. John Muir Bikeway (\$66,900)
3. Great Highway/Point Lobos Bikeway (\$15,300)

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The SFMTA Board resolution and recommendation will be forwarded to the BOS for approval of the three grant agreements.

The City Attorney has reviewed this report.

RECOMMENDATION

The SFMTA staff requests that the SFMTA Board approve the agreements and recommend approval by the BOS.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, Under Charter Section 9.118(b), contracts with a term of over 10 years must be approved by the Board of Supervisors; and,

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) often applies to the Bay Area Air Quality Management District (BAAQMD) for grants for implementation of bicycle projects; and,

WHEREAS, BAAQMD has instituted a policy requiring that the term of grant agreements for BAAQMD-funded projects run for the useful life of the facilities or equipment funded by the grant, which may exceed 10 years; and

WHEREAS, BAAQMD has approved an SFMTA application for the Fiscal Year 09/10 Bicycle Facility Program to fund three Bicycle Facilities Projects in San Francisco: \$84,000 for bicycle parking; \$55,900 for bicycle lanes on John Muir Drive; and \$15,300 for a bicycle lane on the Great Highway; and,

WHEREAS, The terms of the grant agreements for the Bicycle Facilities Projects will exceed 10 years; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director or his designee to execute the grant agreements for the Fiscal Year 09/10 Bicycle Facility Program to fund three Bicycle Facilities Projects in San Francisco: \$84,000 for bicycle parking; \$55,900 for bicycle lanes on John Muir Drive; and \$15,300 for a bicycle lane on the Great Highway; and recommends that the Board of Supervisors approve the agreements.

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

TRANSPORTATION FUND FOR CLEAN AIR FUNDING AGREEMENT
BETWEEN
THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT
AND
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

PROJECT NUMBER

09BFP12

This funding agreement (Agreement) is made and entered into between the San Francisco Municipal Transportation Agency, hereinafter referred to as “Project Sponsor,” and the Bay Area Air Quality Management District, hereinafter referred to as the “Air District” (and hereinafter referred to jointly as the “Parties”).

SECTION I

RECITALS

- 1) California Health and Safety Code Sections 44223 and 44225 authorize the Air District to levy a fee on motor vehicles registered within its jurisdiction and to use those fees to implement mobile source and transportation pollution reduction projects.
- 2) The Air District has established a grant fund, entitled the Transportation Fund for Clean Air (“TFCA”), to implement such a project.
- 3) Health and Safety Code Section 44241 lists the permissible types of projects, all of which must conform to the transportation control measures and mobile source measures that are included in the plan adopted pursuant to California Health and Safety Code Sections 40233, 40717, and 40919 and in effect as of the date of execution of this Agreement, including “implementation of bicycle facility improvement projects that are included in an adopted countywide bicycle plan or congestion management program.”
- 4) The Air District has established a TFCA grant program, entitled the Bicycle Facility Program (“BFP” or “Program”), to reduce emissions from mobile sources by issuing grants to public agencies with the Air District’s jurisdiction to install cost-effective bicycle facilities in the Bay Area through a streamlined process.
- 5) On July 1, 2009, the Board of Directors of the Air District approved an allocation of funds and the FY 2009/2010 Policies for the Program.
- 6) The Air District selected Project Number 09BFP12 as an eligible bicycle facility project to improve air quality in the San Francisco Bay Area Basin (“Project”) based on the Program’s eligibility criteria and on information provided in the Project Sponsor’s application.
- 7) The Parties desire to enter into this Agreement to implement the Project in accordance with the terms and conditions of this Agreement, including all attachments thereto.

NOW, THEREFORE, pursuant to California Health and Safety Code Section 44241, the Parties hereby agree as follows:

SECTION II

PROJECT SPONSOR OBLIGATIONS

- 1) The Project Sponsor hereby agrees to implement the Project, as described more fully in Attachment A, "Project Specific Information," and in Attachment B, "Project Description." Implementation of the Project shall include conformity with all applicable standards in Chapter 1000 of the California Highway Design Manual (Caltrans) that are in effect at the time of implementation. Failure to implement the Project in accordance with the terms and conditions set forth in this Agreement and all attachments thereto will be deemed a breach of this Agreement and may result in termination of the Agreement or a reduction of grant award.
- 2) The Project Sponsor shall complete the Project within the Total Project Cost. Allowable Project costs are listed in the "Fiscal Year 2009/2010 Bicycle Facility Program Application and Guidance." Only those allowable Project costs incurred following the earlier of the Effective Date of this Agreement or January 1, 2010, and prior to completion or termination of the Project are eligible to receive BFP funds. Any Project cost overruns are the sole responsibility of the Project Sponsor.
- 3) The Project Sponsor shall contribute or expend its percentage of the "Total Project Cost" listed as "Matching Funds," prior to submission of the Final Invoice. In the event the Project Sponsor is unable to allocate all "Matching Funds," the Air District reserves the right to terminate this Agreement in whole or in part, or to reduce the amount of BFP Funds Awarded," at its sole discretion. The Project Sponsor is responsible for assuring that use of the Matching Funds does not conflict with any federal, state or local requirements for their use.
- 4) The Project Sponsor shall submit one invoice on the Air District's Invoice Form upon completion of the Project for reimbursement of eligible Project costs and expenses consistent with the BFP Funds Awarded, Invoice and Payment Schedule, and Project Schedule. The invoice will include the Air District's summary sheet specifying the Project number; itemized payments to vendors, consultants, or contractors, if any; all expenses incurred; and the total funds being requested for the completed Project. The invoice will also provide detailed supporting documentation that will include an explanation of the Project and copies of invoices from vendors, consultants, or contractors.

The Project Sponsor must submit the invoice for payment no later than thirty (30) days after the deadline to submit the Final Report, the requirements and deadline for which are set forth in Attachment C. The District will not process any invoice submitted by the Project Sponsor until the Air District accepts the Final Report.

The Project Sponsor must expend BFP Funds within two (2) years of the Effective Date of this Agreement, unless the Air District approves in advance a longer period in writing.

- 5) The Project Sponsor shall allow the Air District or its authorized representatives, for the duration of the Project and for three (3) years following the later of a) the Air District's payment of the approved invoice after submission and acceptance of the Final Report or b) the end of the Project's Useful Life to inspect and audit the Project. During audits, the Project Sponsor shall make available to the Air District all records relating to Project performance and expenses incurred in the implementation of the Project. During inspections, the Project Sponsor shall provide, at the request of the Air District, access to inspect the Project and information regarding the Project's status.
- 6) The Project Sponsor shall prepare and maintain all necessary Project records to document Project activities and performance, including documentation to support the Project reporting requirements, set forth in Attachment C. The Project Sponsor shall keep Project records in one central location for a period of three (3) years after the later of a) the Air District's payment of the approved invoice after

submission and acceptance of the Final Report, or b) the end of the Project's Useful Life. The Project Sponsor shall submit the following reports to the Air District by the due dates specified in Attachment C:

- a. Semi-annual Report, and
- b. Final Report.

The Air District may withhold funds pending receipt of all reports.

- 7) The Project Sponsor shall monitor the operational status of the Project for the "Project Useful Life." The Project Sponsor shall notify the Air District in writing of any change in operational status of any portion of the Project within thirty (30) calendar days of its occurrence. For purposes of this Agreement, a "change in operational status" occurs whenever any portion of the Project is removed from active service, relocated outside the boundaries of the Air District, inoperable, sold, or transferred to another entity, before full completion of the Project Useful Life. Failure to provide the required written notice of a change in operational status on a timely basis is a breach of this Agreement.
- 8) The Project Sponsor shall maintain the Project in good repair and in accordance with the manufacturer's specifications throughout the Project Useful Life.
- 9) The Project Sponsor shall acknowledge the Air District as a Project funding source during the Project's Useful Life. The Project Sponsor shall use, and require third parties who implement the Project to use, the Air District's approved logo for the Project, as specified below:
 - a. The logo shall be used on signs posted at the site of any Project construction;
 - b. The logo shall be displayed on any vehicles or equipment operated or obtained as part of the Project;
 - c. The logo shall be used on any public information materials relating to the Project, such as websites and printed materials, including transit schedules, brochures, handbooks, maps, and other promotional materials; and
 - d. The Project Sponsor shall demonstrate to the Air District through evidence such as photographs of vehicles and copies of press releases that Air District logos are used and displayed as required.
- 10) The Project Sponsor shall obtain and maintain throughout the Term of this Agreement the insurance coverage specified in Attachment D, "Insurance Requirements." and shall comply with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements shall be deemed a breach of this Agreement.
- 11) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (Government Code section 6250 et seq.), the Project Sponsor shall place in the public domain any software, written document, or other product developed with BFP funds as part of the Project and shall require recipients of Project funds, if any, to do the same.
- 12) The Project Sponsor shall use BFP funds only for the implementation of a project that results in surplus motor vehicle emissions within the Air District's jurisdiction. Surplus emission reductions are those that exceed the requirements of applicable regulations or other legal obligations (including contracts) as of the effective date of this agreement.
- 13) The Project Sponsor shall comply with all Program and project requirements set forth in the Air District's "Board-Adopted Bicycle Facility Program Policies for Fiscal Year 2009/2010," which are

incorporated therein as Appendix A and made a part of the “Fiscal Year 2009/2010 Bicycle Facility Program Application and Guidance,” dated July 2008, and which are incorporated herein and made a part hereof by this reference as if fully set forth herein.

SECTION III

AIR DISTRICT OBLIGATIONS

- 1) The Air District will provide eligible TFCA funds for this Project in an amount not to exceed the BFP Funds Awarded.
- 2) The Air District will endeavor to pay the undisputed amount of the approved invoice within thirty (30) calendar days of the Air District’s receipt of such invoice.
- 3) The Air District will provide timely notice to the Project Sponsor prior to conducting an audit.
- 4) The Air District will provide the Project Sponsor a copy of the fiscal and performance audits of the Project as specified in California Health and Safety Code Section 44242.
- 5) The Air District will provide the Project Sponsor all Air District-approved reporting forms.
- 6) The Air District will make its logo available to Project Sponsors.

SECTION IV

GENERAL PROVISIONS

- 1) **Effective Date:** The effective date of this Agreement is the date the Air District Executive Officer/Air Pollution Control Officer executes this Agreement.
- 2) **Term:** The term of this Agreement shall be from the Effective Date of this Agreement until the end of three (3) years from the later of either 1) the date of the Air District’s payment after acceptance of the Final Report, or 2) the last day of the “Project Useful Life,” unless this Agreement is terminated or amended as provided below.
- 3) **Amendment:** This Agreement may not be modified except in writing, signed by both Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect. Any change in Project scope shall constitute an Amendment under this Agreement.
- 4) **Project Liaison:** Within sixty (60) days from the Effective Date of this Agreement, the Project Sponsor shall notify the Air District of the Project Sponsor’s Project Liaison and of the Liaison’s address, telephone number, fax number, and email address. The Project Liaison shall be the liaison to the Air District pertaining to implementation of this Agreement and shall be the day-to-day contact about the Project. All correspondence shall be addressed to the Project Liaison. The Project Liaison shall notify the Air District of a change of Project Liaison or of the Liaison’s contact information in writing no later than thirty (30) days from the date of the change.
- 5) **Notices:** Any notice that may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service first class mail, or by certified mail (return receipt requested). Within sixty (60) days from the Effective Date of this Agreement, the Parties shall inform the other Party of the addressee for notice. Each Party shall promptly inform the other of any changes for notice. All correspondence shall reference the “Project Number.”

- 6) Survival of Terms: Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns. Such terms include the requirements set forth in Sections II.4, II.5, and IV. 9.
- 7) Termination:
- a. Voluntary. Either Party may terminate this Agreement by giving written notice to the other Party. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of receipt of such notice. Notice shall be delivered as provided for in Paragraph 5 above.
- If the Project Sponsor terminates this Agreement, the Project Sponsor shall not be entitled to the full amount of the "BFP Funds Awarded." The Project Sponsor may retain or receive payment for that portion of the BFP Funds to which it is entitled.
- Unless the Parties have agreed to an alternative reimbursement formula, which is set forth in the Special Conditions, the Air District will calculate the amount of funds to which the Project Sponsor is eligible by a) dividing the amount of the encumbered BFP Funds Awarded by the number of years of the Project Useful Life, and then, b) multiplying that amount by the number of full years of operation completed at the time the Agreement is terminated. If the Air District has paid the Project Sponsor more than the amount of funds to which the Project Sponsor is eligible, the Project Sponsor shall pay the funds owed to the Air District within thirty (30) days of the effective date of termination.
- If the Air District terminates this Agreement pursuant to this provision, the Project Sponsor shall cease all work under this Agreement immediately and shall cease further expenditures of BFP funds immediately upon receipt of the notice of termination, except for any work that the Air District has permitted in the notice of termination to continue. The Air District will reimburse Project Sponsor for eligible costs on the Project expended up to the effective date of the termination.
- b. Breach. The Air District may terminate this Agreement for breach. The Air District will deliver a written notice of breach that specifies the date of termination, which will be no less than ten (10) business days from delivery of such notice, and will provide the Project Sponsor the opportunity to contest or cure such breach within that period of time. The notice of termination will specify the amount of the BFP Funds Awarded that the Air District has paid. The Project Sponsor shall reimburse any funds owed the Air District within thirty (30) days of the effective date of termination.
- Unless this Agreement provides for an alternative reimbursement formula set forth in the Special Project Conditions, the Air District will calculate the amount of funds owed based on each year or part of each year of the Project Useful Life that Project Sponsor operated the Project prior to the breach. For example, if the Air District determines that the Project Sponsor breached this Agreement during the seventh year of operation of the Project that has a ten-year Project Useful Life, the Project Sponsor will return to the Air District up to the amount of BFP Funds Awarded that represents 3 years of operations.
- c. Reserved.
- 8) Additional Provisions and Additional Acts and Documents: Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents that are reasonably required to carry out the provisions, intent and purpose of this Agreement. All attachments to this

Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.

- 9) Indemnification: The Project Sponsor shall indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance by the Project Sponsor of its duties under this Agreement, and shall require any third party who owns, operates, controls or implements any portion of the Project to indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of their performance of the Project or operation or use of any portion of the Project.

The Project Sponsor's indemnification and its obligation to have applicable third parties indemnify the Air District shall survive expiration or termination of this Agreement.

- 10) Independent Contractor: Neither the Project Sponsor nor its officers, employees, agents, or representatives shall be considered employees or agents of the Air District. This Section does not apply to elected officials serving concurrently on the governing boards of both the Project Sponsor and the Air District.
- 11) Assignment: Neither Party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other Party. All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.
- 12) Waiver: No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a Party to enforce performance by the other Party of any term, covenant, or condition of this Agreement, and the failure of a Party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that Party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
- 13) Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.
- 14) Force Majeure: Neither the Air District nor the Project Sponsor shall be liable for, or deemed to be in default for, any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the Project, or other causes, except financial, that are beyond the reasonable control of the Air District or the Project Sponsor, for a period of time equal to the period of such force majeure event, provided that the Party failing to perform notifies the other Party within fifteen (15) calendar days of discovery of the force majeure event, and provided further that that Party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to a Party's own action or inaction, then such cause shall not excuse that Party from performance under this Agreement.

- 15) **Governing Law:** Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
- 16) **Public Entities - Conflict of Interest:** The Project Sponsor warrants and represents that its public officials, including its officers and employees in their official capacity, presently have no interest and agrees that its public officials, including its officers and employees in their official capacity, will not acquire any interest which would represent a conflict of interest under California Government Code sections 1090 et seq. and 87100 et seq. during the performance of this Agreement.
- 17) **Integration:** This Agreement, including all attachments hereto, represents the final, complete, and exclusive statement of the agreement between the Air District and the Project Sponsor related to the Parties' rights and obligations and subject matter described in this Agreement, and supersedes all prior and other contemporaneous understandings and agreements of the parties. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers.

<p>SIGNATURES:</p> <p>By: _____ Sonali Bose Chief Financial Officer San Francisco Municipal Transportation Agency</p> <p>Approved as to legal form:</p> <p>By: _____ Legal Counsel San Francisco Municipal Transportation Agency</p>	<p>By: _____ Date: _____ Jack P. Broadbent Executive Officer/APCO Bay Area Air Quality Management District</p> <p>By: _____ Brian C. Bungler District Counsel Bay Area Air Quality Management District</p>
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**ATTACHMENT A
PROJECT SPECIFIC INFORMATION**

[Note: The section numbers shown in parentheses below refer to sections in the Funding Agreement.]

1. **Project Sponsor:** San Francisco Municipal Transportation Agency
2. **Project Number:** 09BFP12
3. **Total Project Cost** (Section II.2): \$196,594
4. **Matching Funds** (Section II.3): \$112,594
5. **BFP Funds Awarded** (Section II.3, III.1): The Air District will fund up to \$60 per bicycle space. The maximum award will be \$84,000. If the actual cost of the Project is less than the Total Project Cost, the Air District will fund 42.728% of the actual total project cost.
6. **Invoice and Payment Schedule** (Section II.4, III.2): The Project Sponsor shall submit a single invoice for reimbursement no later than thirty (30) days after the date of submittal of the Final Report for the Project.

BFP funds cannot be used to reimburse:

- Costs related to maintenance, repairs, rehabilitation, or upgrade of existing bicycle facilities;
- Operating costs (e.g., salaries after a facility is open for public use, ongoing training/support, advertising, and rent/leases);
- Planning activities not directly related to BFP project implementation; or
- Indirect and administrative costs.

Pursuant to Section II.6 of this Agreement, the Air District may withhold funds pending receipt of reports.

7. **Special Conditions** (Section IV.7.b): None.

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ATTACHMENT B

PROJECT DESCRIPTION

1. **Project Title:** San Francisco Citywide Bicycle Racks Installation
2. **Project Useful Life:** 10 years
3. **Project Description:** Installation of bicycle racks accomodating a total of 1,400 bicycles in San Francisco. Racks may be installed at any of the 802 locations listed below not to exceed 10 bicycle spaces per location, with the exception of 1005 Hyde St., which should not exceed 20 bicycle spaces.

Address	Neighborhood	Est. Capacity
1100 Cesar Chavez St.	Bayview	2
Tennessee St.& Cesar Chavez St. #1	Bayview	2
Tennessee St.& Cesar Chavez St. #2	Bayview	4
1195 Evans St.	Bayview	2
1555 Galvez Ave.	Bayview	2
800 Innes Ave.	Bayview	2
2111 Jennings St.	Bayview	2
2650 Marin St.	Bayview	2
201 Williams Ave.	Bayview	2
1555 Yosemite Ave.	Bayview	2
Mission St. & 29th St. #1	Bernal Heights	2
Mission St. & 29th St. #2	Bernal Heights	2
Mission St. & 30th St.	Bernal Heights	2
100 Alemany Blvd.	Bernal Heights	2
Cortland St. & Anderson St.	Bernal Heights	2
3555 Cesar Chavez St.	Bernal Heights	2
410 Cortland Ave.	Bernal Heights	2
3270 Harrison St.	Bernal Heights	2
3313 Mission St	Bernal Heights	6
30th St. & Mission St.	Bernal Heights	2
3158 Mission St.	Bernal Heights	6
3187 Mission St.	Bernal Heights	4
3188 Mission St.	Bernal Heights	2
3211 Mission St.	Bernal Heights	2
3218 Mission St.	Bernal Heights	2
3221 Mission St.	Bernal Heights	2
3312 Mission St.	Bernal Heights	2
3505 Mission St.	Bernal Heights	2
4056 Mission St.	Bernal Heights	2
Folsom St. & Precita Ave.	Bernal Heights	2
18 Virginia Ave.	Bernal Heights	2
Mission St. & Cesar Chavez St.	Bernal Heights	4
235 Cortland Ave.	Bernal Heights	2
461 Cortland Ave.	Bernal Heights	2
Mission St. & Cortland Ave.	Bernal Heights	2
3223 Mission St.	Bernal Heights	2

Address	Neighborhood	Est. Capacity
3269 Mission St.	Bernal Heights	2
3438 Mission St.	Bernal Heights	2
Treat St. & Precita Ave.	Bernal Heights	2
1580 Valencia St.	Bernal Heights	2
773 14th St.	Castro	2
Market St. & 14th St.	Castro	2
2128 15th St.	Castro	2
3506 16th St.	Castro	6
3583 16th St.	Castro	2
3705 17th St.	Castro	2
4094 18th St.	Castro	2
Castro St. & 18th St.	Castro	4
4147 19th St.	Castro	2
Castro St. & 19th St.	Castro	2
Eureka St. & 20th St.	Castro	4
16th St. & Castro St.	Castro	4
422 Castro St.	Castro	2
444 Castro St.	Castro	2
456 Castro St.	Castro	2
500 Castro St.	Castro	2
501 Castro St.	Castro	2
518 Castro St.	Castro	2
538 Castro St.	Castro	2
579 Castro St.	Castro	8
583 Castro St.	Castro	6
130 Church St.	Castro	10
172 Church St.	Castro	2
17th St. & Church St.	Castro	2
198 Church St.	Castro	2
227 Church St.	Castro	2
450 Church St.	Castro	2
18th St. & Collingwood St.	Castro	2
97 Collingwood St.	Castro	2
117 Diamond St.	Castro	2
299 Dolores St.	Castro	2
455 Dolores St.	Castro	2
501 Dolores St.	Castro	2
301 Eureka St.	Castro	2
2262 Market St.	Castro	2
2275 Market St.	Castro	2
Church St. & Market St.	Castro	2
139 Noe St.	Castro	2
500 Noe St.	Castro	2
Market St. & Noe St.	Castro	2
16th St. & Sanchez St.	Castro	6

Address	Neighborhood	Est. Capacity
Duboce St. & Sanchez St.	Castro	2
63 Walter St.	Castro	2
1970 15th St.	Castro	2
Dolores St. & 18th St.	Castro	2
18th St. & Castro St.	Castro	2
375 Castro St.	Castro	2
598 Castro St.	Castro	4
18th St. & Church St.	Castro	2
225 Church St.	Castro	2
18th St. & Dolores St.	Castro	4
2124 Market St.	Castro	2
2170 Market St.	Castro	2
Market St.	Castro	2
530 Bush St.	Chinatown	2
675 California St.	Chinatown	2
562 Grant Ave.	Chinatown	2
Columbus Ave. & Jack Kerouac Alley	Chinatown	2
1033 Kearny St.	Chinatown	2
919 Kearny St.	Chinatown	2
929 Bush St.	Civic Center	2
929 Bush St.	Civic Center	2
234 Eddy St.	Civic Center	4
939 Eddy St.	Civic Center	4
410 Ellis St.	Civic Center	2
875 Geary St.	Civic Center	2
417 Gough St.	Civic Center	2
199 Grove St.	Civic Center	2
644 Hyde St.	Civic Center	2
Fulton Ave. & Hyde St.	Civic Center	2
Turk St. & Hyde St.	Civic Center	2
200 Larkin St.	Civic Center	4
500 Larkin St.	Civic Center	2
560 Larkin St.	Civic Center	4
625 Larkin St.	Civic Center	6
717 Leavenworth St.	Civic Center	2
1108 Market St.	Civic Center	4
1170 Market St.	Civic Center	2
865 Market St.	Civic Center	2
870 Market St.	Civic Center	2
890 Market St.	Civic Center	2
901 Market St.	Civic Center	2
140 Mason St.	Civic Center	2
400 McAllister St.	Civic Center	4
Polk St. & McAllister St.	Civic Center	4
50 Oak St.	Civic Center	2

Address	Neighborhood	Est. Capacity
501 O'Farrell St.	Civic Center	2
859 O'Farrell St.	Civic Center	4
40 Page St.	Civic Center	2
1131 Polk St.	Civic Center	4
490 Post St.	Civic Center	2
550 Post St.	Civic Center	2
754 Post St.	Civic Center	2
800 Post St.	Civic Center	2
Powell St. & Post St.	Civic Center	2
500 Sutter St.	Civic Center	2
625 Sutter St.	Civic Center	2
925 Sutter St.	Civic Center	2
55 Taylor St.	Civic Center	2
740 Taylor St.	Civic Center	2
749 Taylor St.	Civic Center	2
100 Van Ness Ave.	Civic Center	2
1000 Van Ness Ave.	Civic Center	2
201 Van Ness Ave.	Civic Center	2
540 Van Ness Ave.	Civic Center	2
Geary St. & Jones St.	Civic Center	2
450 Sutter St.	Civic Center	2
859 Prague St.	Crocker Amazon	4
1166 Geneva Ave.	Crocker Amazon	2
380 Bacon St.	Excelsior	2
4221 Mission St.	Excelsior	2
4681 Mission St.	Excelsior	2
58 Karen Court	Excelsior	4
275 Battery St.	Financial District	2
444 Battery St.	Financial District	4
333 Bush St.	Financial District	2
345 California St.	Financial District	2
425 California St.	Financial District	2
580 California St.	Financial District	2
640 Clay St.	Financial District	2
Sacramento St. & Drumm St.	Financial District	2
Mission St. & Fremont St.	Financial District	2
215 Fremont St.	Financial District	2
50 Fremont St.	Financial District	2
199 Geary Blvd.	Financial District	2
49 Geary Blvd.	Financial District	2
170 Grant Ave.	Financial District	2
56 Grant St.	Financial District	2
59 Grant St.	Financial District	2
405 Howard St.	Financial District	2
747 Howard St.	Financial District	2

Address	Neighborhood	Est. Capacity
568 Howard.	Financial District	2
25 Kearny St.	Financial District	2
307 Kearny St.	Financial District	2
Sutter St. & Kearny St.	Financial District	2
525 Market St.	Financial District	2
595 Market St.	Financial District	2
685 Market St.	Financial District	2
760 Market St.	Financial District	2
785 Market St.	Financial District	2
650 Mission St.	Financial District	2
654 Mission St.	Financial District	6
701 Mission St.	Financial District	2
736 Mission St.	Financial District	2
Market St. & Montgomery St.	Financial District	2
250 Montgomery St.	Financial District	2
910 Montgomery St.	Financial District	2
Sutter St. & Montgomery St.	Financial District	2
180 New Montgomery St.	Financial District	4
79 New Montgomery St.	Financial District	2
Stockton St. & O'Farrell St.	Financial District	2
Montgomery St. & Pine St.	Financial District	6
350 Sacramento St.	Financial District	2
Folsom St. & Spear St.	Financial District	2
Market St. & Spear St.	Financial District	2
121 Steuart St.	Financial District	2
169 Steuart St.	Financial District	2
180 Steuart St.	Financial District	2
Howard St. & Steuart St.	Financial District	2
49 Stevenson St.	Financial District	2
55 Stockton St.	Financial District	2
Post St. & Stockton St.	Financial District	4
Columbus Ave.& Washington	Financial District	2
1 Front St.	Financial District	2
305 Grant Ave.	Financial District	2
10 Mark Ln.	Financial District	2
8 Mission St.	Financial District	4
220 Montgomery St.	Financial District	2
131 Steuart St.	Financial District	2
Geary St. & Stockton St.	Financial District	2
6101 Fulton St.	GGP	2
100 John F. Kennedy Drive	GGP	2
55 Concourse Dr.	GGP	2
669 Chenery St.	Glen Park	2
Chenery & Diamomd Hieghts	Glen Park	2
653 Chenery St.	Glen Park	2

Address	Neighborhood	Est. Capacity
Diamond St. & Wilder St.	Glen Park	2
300 Broderick St.	Haight Ashbury	2
308 Broderick St.	Haight Ashbury	4
Grove St. & Broderick St.	Haight Ashbury	2
Oak St. & Broderick St.	Haight Ashbury	2
85 Carl St.	Haight Ashbury	2
554 Clayton St.	Haight Ashbury	2
1000 Cole St.	Haight Ashbury	2
701 Cole St.	Haight Ashbury	4
855 Cole St.	Haight Ashbury	2
321 Divisadero St.	Haight Ashbury	2
359 Divisadero St.	Haight Ashbury	2
2140 Fell St.	Haight Ashbury	2
1335 Fulton St	Haight Ashbury	10
1777 Fulton St.	Haight Ashbury	2
1500 Grove St.	Haight Ashbury	2
1250 Haight St.	Haight Ashbury	2
1322 Haight St.	Haight Ashbury	2
1400 Haight St.	Haight Ashbury	2
1630 Haight St.	Haight Ashbury	2
1632 Haight St.	Haight Ashbury	2
1727 Haight St.	Haight Ashbury	2
1860 Hayes St.	Haight Ashbury	2
1935 Hayes St.	Haight Ashbury	2
Haight St. & Masonic Ave.	Haight Ashbury	2
756 Stanyan St.	Haight Ashbury	4
780 Stanyan St.	Haight Ashbury	2
1257 Waller St.	Haight Ashbury	2
357 Frederick St.	Haight Ashbury	2
165 Grattan St.	Haight Ashbury	2
2049 Grove St.	Haight Ashbury	2
2049 Grove St.	Haight Ashbury	2
1351 Haight St.	Haight Ashbury	4
1388 Haight St.	Haight Ashbury	2
450 Stanyan St.	Haight Ashbury	4
640 Stanyan St.	Haight Ashbury	2
Hayes St. & Stanyan St.	Haight Ashbury	2
Stanyan St. & Waller	Haight Ashbury	2
1652 Waller St.	Haight Ashbury	2
746 Arguello Blvd.	Inner Richmond	2
782 Arguello Blvd.	Inner Richmond	2
127 Clement St.	Inner Richmond	2
1401 Clement St.	Inner Richmond	2
151 Clement St.	Inner Richmond	2
1541 Clement St.	Inner Richmond	2

Address	Neighborhood	Est. Capacity
708 Clement St.	Inner Richmond	4
2801 Geary Blvd.	Inner Richmond	2
5030 Geary Blvd.	Inner Richmond	2
Arguello Blvd. & McAllister St.	Inner Richmond	2
4334 California St.	Inner Richmond	2
200 Clement St.	Inner Richmond	4
407 Clement St.	Inner Richmond	2
506 Clement St.	Inner Richmond	2
520 Clement St.	Inner Richmond	2
9 Clement St.	Inner Richmond	2
3848 Geary Blvd.	Inner Richmond	2
4151 Geary Blvd.	Inner Richmond	2
5201 Geary Blvd.	Inner Richmond	2
Judah St. & 10th Ave.	Inner Sunset	2
1311 16th Ave.	Inner Sunset	2
100 Irving St.	Inner Sunset	2
1220 Irving St.	Inner Sunset	2
1634 Irving St.	Inner Sunset	2
1722 Irving St.	Inner Sunset	2
Funston Ave.& Irving St.	Inner Sunset	2
775 Frederick St.	Inner Sunset	2
1200 Irving St.	Inner Sunset	2
455 Irving St.	Inner Sunset	2
445 Judah St.	Inner Sunset	2
3100 19th Ave.	Lakeshore	2
3251 20th Ave.	Lakeshore	2
2501 Ocean Ave.	Lakeshore	2
2550 ocean Ave.	Lakeshore	2
2666 Ocean Ave.	Lakeshore	2
2675 Ocean Ave.	Lakeshore	2
1533 Sloat Ave.	Lakeshore	2
1 Zoo Rd.	Lakeshore	2
2575 Ocean Ave.	Lakeshore	2
2645 Ocean Ave.	Lakeshore	2
Ocean Beach	Lakeshore	2
1515 Sloat Blvd.	Lakeshore	2
Lake Merced Blvd. & Sunset Blvd.	Lakeshore	2
3309 Fillmore St.	Marina	2
3055 Gough St.	Marina	6
1801 Green St.	Marina	2
Green St. & Octavia St.	Marina	2
3213 Pierce St.	Marina	2
1690 Union St.	Marina	2
1909 Union St.	Marina	4
3223 Webster St.	Marina	2

Address	Neighborhood	Est. Capacity
3318 Steiner St.	Marina	2
1514 Union St.	Marina	2
1746 Union St.	Marina	2
Valencia St. & 14th St.	Mission	2
2700 16th St.	Mission	2
2961 16th St.	Mission	2
2973 16th St.	Mission	4
3200 16th St.	Mission	2
3230 16th St.	Mission	2
3271 16th St.	Mission	2
3404 17th St.	Mission	2
3579 17th St.	Mission	2
Folsom St. & 17th St.	Mission	4
3150 18th St.	Mission	2
3406 18th St.	Mission	4
3458 18th St.	Mission	2
Mission St. & 18th St.	Mission	2
3493 19th St.	Mission	2
Harrison St. & 19th St.	Mission	2
3030 20th St.	Mission	2
3344 20th St.	Mission	2
3380 20th St.	Mission	2
3394 20th St.	Mission	2
3520 20th St.	Mission	2
2781 21st St.	Mission	2
2926 21st St.	Mission	2
3266 21st St.	Mission	2
3242 22nd St.	Mission	2
3248 22nd St.	Mission	2
3286 22nd St.	Mission	2
3387 22nd St.	Mission	2
3394 22nd St.	Mission	2
3416 22nd St.	Mission	2
3509 23rd St.	Mission	2
Florida St. & 23rd St.	Mission	2
2704 24th St.	Mission	2
2871 24th St.	Mission	4
3000 24th St.	Mission	2
3045 24th St.	Mission	6
3050 24th St.	Mission	2
3101 24th St.	Mission	4
3336 24th St.	Mission	2
Valencia St. & 24th St.	Mission	4
3476 25th St.	Mission	2
1344 Alabama Ave.	Mission	2

Address	Neighborhood	Est. Capacity
350 Alabama St.	Mission	2
499 Alabama St.	Mission	2
660 Alabama St.	Mission	2
16th St. & Albion St.	Mission	2
24th St. & Bartlet St.	Mission	2
37 Bartlett St.	Mission	2
1590 Bryant St.	Mission	2
1890 Bryant St.	Mission	4
2001 Bryant St.	Mission	6
2050 Bryant St.	Mission	2
21st St. & Bryant St.	Mission	2
22nd St. & Bryant St.	Mission	4
2301 Bryant St.	Mission	2
2406 Bryant St.	Mission	2
2501 Bryant St.	Mission	2
2501 Bryant St.	Mission	2
337 Capp St	Mission	2
15th St. & Capp St.	Mission	2
24th St. & Capp St.	Mission	2
544 Capp St.	Mission	2
580 Capp St.	Mission	2
Potrero Ave. & Cesar Chavez St.	Mission	2
Valencia St. & Duboce St.	Mission	2
Mariposa St & Florida St.	Mission	4
1900 Folsom St.	Mission	2
2130 Folsom St.	Mission	2
2502 Folsom St.	Mission	2
2762 Folsom St.	Mission	4
2844 Folsom St.	Mission	2
1005 Guerrero St.	Mission	2
1335 Guerrero St.	Mission	2
18th St. & Guerrero St.	Mission	2
19th St. & Guerrero St.	Mission	2
360 Guerrero St.	Mission	2
598 Guerrero St.	Mission	2
18th St. & Harrison St.	Mission	2
19th St. & Harrison St.	Mission	2
2295 Harrison St.	Mission	2
2401 Harrison St.	Mission	2
2413 Harrison St.	Mission	2
24th St. & Harrison St.	Mission	2
2576 Harrison St.	Mission	2
2790 Harrison St.	Mission	4
2424 Mariposa St.	Mission	2
16th St. & Mission St.	Mission	2

Address	Neighborhood	Est. Capacity
1933 Mission St.	Mission	2
2023 Mission St.	Mission	2
2141 Mission St.	Mission	2
2366 Mission St.	Mission	2
2390 Mission St.	Mission	2
23rd St. & Mission St.	Mission	2
2508 Mission St.	Mission	2
2534 Mission St.	Mission	2
2575 Mission St.	Mission	2
25th St. & Mission St.	Mission	2
2704 Mission St.	Mission	2
2777 Mission St.	Mission	2
2901 Mission St.	Mission	2
15th St. & Natoma St.	Mission	2
1028 Potrero Ave.	Mission	2
1398 S. Van Ness Ave.	Mission	2
1467 S. Van Ness Ave.	Mission	4
20th St. & S. Van Ness Ave.	Mission	2
333 San Jose Ave.	Mission	2
321 Shotwell St.	Mission	2
351 Shotwell St.	Mission	4
583 Shotwell St.	Mission	2
587 Shotwell St.	Mission	2
806 South Van Ness Ave.	Mission	2
18th St. & Treat St.	Mission	2
15th St. & Valencia	Mission	2
1026 Valencia St.	Mission	2
1125 Valencia St.	Mission	2
1304 Valencia St.	Mission	2
1387 Valencia St.	Mission	2
1417 Valencia St.	Mission	2
1452 Valencia St.	Mission	2
1460 Valencia St.	Mission	2
1498 Valencia St.	Mission	4
1501 Valencia St.	Mission	2
1509 Valencia St.	Mission	2
199 Valencia St.	Mission	2
225 Valencia St.	Mission	2
23rd St. & Valencia St.	Mission	2
24th St. & Valencia St.	Mission	2
250 Valencia St.	Mission	2
508 Valencia St.	Mission	4
527 Valencia St.	Mission	4
803 Valencia St.	Mission	2
849 Valencia St.	Mission	6

Address	Neighborhood	Est. Capacity
888 Valencia St.	Mission	4
900 Valencia St.	Mission	2
1058 Valencia St.	Mission	4
160 14th St.	Mission	2
233 14th St.	Mission	2
417 14th St.	Mission	2
1434 15th St.	Mission	2
Valencia St.& 15th St.	Mission	2
Valencia St. & 16th St.	Mission	4
3639 18th St	Mission	4
3118 18th St.	Mission	4
Valencia St.& 18th St.	Mission	2
3385 22nd St.	Mission	2
2635 23rd St.	Mission	4
3648 24th St.	Mission	4
Folsom St.& 24th	Mission	8
450 Florida St.	Mission	2
1745 Folsom St.	Mission	2
1779 Folsom St.	Mission	2
1800 Folsom St.	Mission	2
2128 Folsom St.	Mission	2
2842 Folsom St.	Mission	2
2848 Folsom St.	Mission	4
2948 Folsom St.	Mission	2
16th St. & Guerrero St.	Mission	8
198 Guerrero St.	Mission	2
2051 Harrison St.	Mission	2
24th St. & Harrison St.	Mission	2
Market St. & Laguna St.	Mission	2
383 Lexington Ave.	Mission	2
2193 Mission St.	Mission	8
2690 Mission St.	Mission	2
2751 Mission St.	Mission	2
2900 Mission St.	Mission	6
14th St. & Natoma St.	Mission	2
1310 Potrero Ave.	Mission	4
331 Potrero Ave.	Mission	2
491 Potrero Ave.	Mission	2
1043 Treat Ave.	Mission	2
1299 Valencia St.	Mission	2
1304 Valencia St.	Mission	4
1453 Valencia St.	Mission	2
14th St. & Valencia St.	Mission	2
16th St. & Valencia St.	Mission	2
19th St. & Valencia St.	Mission	2

Address	Neighborhood	Est. Capacity
220 Valencia St.	Mission	2
260 Valencia St.	Mission	2
302 Valencia St.	Mission	2
375 Valencia St.	Mission	2
400 Valencia St.	Mission	2
35 Woodward St.	Mission	2
1633 California St.	Nob Hill	2
Hyde St. & California St.	Nob Hill	4
1005 Hyde St	Nob Hill	20
1095 Hyde St.	Nob Hill	2
1521 Hyde St.	Nob Hill	2
900 Hyde St.	Nob Hill	2
1276 Jackson St.	Nob Hill	2
1567 Pacific Ave.	Nob Hill	2
1359 Pine St.	Nob Hill	2
1620 Polk st.	Nob Hill	2
1650 Polk St.	Nob Hill	2
1760 Polk St.	Nob Hill	2
1590 Sacramento St.	Nob Hill	2
1790 Washington St.	Nob Hill	2
Dolores St & 22nd St	Noe Valley	2
Dolores St.& 24th St	Noe Valley	8
3800 24th St.	Noe Valley	2
Noe St. & 25th St.	Noe Valley	2
1414 Castro St.	Noe Valley	2
1550 Church St.	Noe Valley	2
816 Diamond St.	Noe Valley	2
26th St. & Douglass St.	Noe Valley	2
461 Hoffman Ave.	Noe Valley	2
1220 Noe St.	Noe Valley	2
1286 Sanchez St.	Noe Valley	4
3950 24th St.	Noe Valley	2
4040 24th St.	Noe Valley	2
1606 Church St.	Noe Valley	2
Columbus Ave. & Broadway St.	North Beach	4
543 Columbus Ave.	North Beach	2
Stockton St. & Columbus Ave.	North Beach	2
666 Filbert St.	North Beach	2
565 Green St.	North Beach	2
Bay St. & Powell St.	North Beach	2
601 Vallejo St.	North Beach	2
201 Filbert St.	North Beach	2
1756 Stockton St.	North Beach	2
393 Ashton Ave.	Ocean View	2
551 Faxon St.	Ocean View	2

Address	Neighborhood	Est. Capacity
1001 Ocean Ave.	Ocean View	2
1125 Ocean Ave.	Ocean View	2
1515 Ocean Ave.	Ocean View	2
1631 Ocean Ave.	Ocean View	2
1735 Ocean Ave.	Ocean View	2
1827 Ocean Ave.	Ocean View	2
1900 Ocean Ave.	Ocean View	4
1935 Ocean Ave.	Ocean View	10
1963 Ocean Ave.	Ocean View	4
Mission St. & Excelsior Ave.	Outer Mission	2
250 Foerster St.	Outer Mission	4
Mission St. & Geneva Ave.	Outer Mission	4
765 Monterey Blvd.	Outer Mission	2
15 Onondaga Ave.	Outer Mission	2
1794 San Jose Ave.	Outer Mission	2
1901 San Jose Ave.	Outer Mission	2
San Jose Ave. & San Juan Ave.	Outer Mission	2
Elk St. & Bosworth St.	Outer Mission	2
Judah St. & 44th Ave.	Outer Sunset	2
2337 Irving St.	Outer Sunset	2
2401 Irving St.	Outer Sunset	2
4033 Judah St.	Outer Sunset	2
Judah St. & La Playa St.	Outer Sunset	2
Great Highway & Lincoln Way	Outer Sunset	2
1618 Noriega St.	Outer Sunset	2
3901 Noriega St.	Outer Sunset	2
Great Highway & Noriega St.	Outer Sunset	2
Irving St. & 22nd Ave.	Outer Sunset	4
2520 Judah St.	Outer Sunset	2
4001 Judah St.	Outer Sunset	2
Judah St. & La Playa St.	Outer Sunset	2
2333 Buchanan St.	Pacific Heights	4
2261 Fillmore St.	Pacific Heights	4
2343 Fillmore St.	Pacific Heights	4
2455 Fillmore St.	Pacific Heights	4
Fillmore St. & Jackson St.	Pacific Heights	2
Jackson St. & Lyon St.	Pacific Heights	2
3150 Sacramento St.	Pacific Heights	2
Fillmore St. & Sacramento St.	Pacific Heights	2
2115 Van Ness Ave.	Pacific Heights	2
2415 19th Ave.	Parkside	2
Taraval St. & 25th Ave.	Parkside	2
Taraval St. & 26th Ave.	Parkside	2
Taraval St. & 40th Ave.	Parkside	2
Sloat Blvd. & 45th Ave.	Parkside	2

Address	Neighborhood	Est. Capacity
2218 48th Ave.	Parkside	2
1011 Taraval St.	Parkside	2
3050 Taraval St.	Parkside	2
3639 Taraval St.	Parkside	2
926 Taraval St.	Parkside	2
1202 Vicente St.	Parkside	2
1007 Taraval St.	Parkside	2
1223 Taraval St.	Parkside	2
1539 Taraval St.	Parkside	2
1233 17th St.	Potrero	2
1600 17th St.	Potrero	2
Rhode Island St. & 17th St.	Potrero	2
1524 20th St.	Potrero	2
732 22nd St .	Potrero	2
904 22nd St.	Potrero	2
Wisconsin St. & Coral St.	Potrero	4
16th St. & Deharo St.	Potrero	8
500 DeHaro St.	Potrero	2
1325 Indiana St.	Potrero	2
1325 Kansas St.	Potrero	2
350 Kansas St.	Potrero	2
1555 Mariposa St.	Potrero	2
450 Rhode Island St.	Potrero	2
1746 18th St.	Potrero	2
1796 E 18th St.	Potrero	2
300 Connecticut St.	Potrero	2
300 De Haro St.	Potrero	4
765 Pennsylvania St.	Potrero	2
17th St. & Rhode Island St.	Potrero	2
17th St. & Wisconsin St.	Potrero	2
14th Ave. Folsom	Presidio	2
Baker Beach	Presidio	2
397 Arguello Blvd.	Presidio Heights	2
405 Arguello Blvd.	Presidio Heights	2
3580 California St.	Presidio Heights	2
3838 California St.	Presidio Heights	2
3600 Sacramento St.	Presidio Heights	4
3905 Sacramento St.	Presidio Heights	2
California St. & Spruce St.	Presidio Heights	2
9 Presidio Terrace	Presidio Heights	4
Balboa St. & 41st Ave.	Richmond	2
Great Highway & Balboa St.	Richmond	2
22nd Ave. & California St.	Richmond	2
2315 Clement St.	Richmond	2
Great Highway & Fulton St.	Richmond	2

Address	Neighborhood	Est. Capacity
3717 Balboa St.	Richmond	2
Stockton St. & Broadway Ave.	Russian Hill	2
900 Columbus Ave.	Russian Hill	2
901 Columbus Ave.	Russian Hill	2
Chestnut St. & Columbus Ave.	Russian Hill	2
865 Filbert St.	Russian Hill	2
2300 Polk St.	Russian Hill	2
673 Union St.	Russian Hill	2
915 Columbus Ave.	Russian Hill	2
Polk St. & Green	Russian Hill	4
1299 Lombard St.	Russian Hill	2
2140 Polk St.	Russian Hill	4
2254 Polk St.	Russian Hill	2
1362 Stockton St.	Russian Hill	2
2260 Van Ness Ave.	Russian Hill	2
3129 Clement St.	Sea Cliff	2
3131 Clement St.	Sea Cliff	2
165 10th St.	Soma	2
353 10th St.	Soma	2
333 11th St.	Soma	4
51 6th St.	Soma	2
205 Berry St.	Soma	2
401 Berry St.	Soma	2
890 Bryant St.	Soma	2
1168 Folsom St.	Soma	2
1285 Folsom St.	Soma	2
1425 Folsom St.	Soma	2
854 Folsom St.	Soma	2
410 Harriet St.	Soma	2
1351 Harrison St.	Soma	2
657 Harrison St.	Soma	2
1255 Howard St.	Soma	2
851 Howard St.	Soma	2
221 King St.	Soma	2
280 King St.	Soma	4
286 King St.	Soma	2
298 King St.	Soma	2
301 King St.	Soma	4
1119 Market St.	Soma	8
1651 Market St.	Soma	2
1665 Market St.	Soma	2
1680 Market St.	Soma	2
1751 Market St.	Soma	2
1760 Market St.	Soma	2
835 Market St.	Soma	2

Address	Neighborhood	Est. Capacity
845 Market St.	Soma	2
Van Ness Ave & Market	Soma	4
30 McCoppin St.	Soma	2
476 Minna St.	Soma	2
661 Minna St.	Soma	20
66 Mint Plaza	Soma	2
10th St. & Mission St.	Soma	2
1121 Mission St.	Soma	2
1260 Mission St.	Soma	2
1310 Mission St.	Soma	2
1519 Mission St.	Soma	2
825 Mission St.	Soma	2
868 Mission St.	Soma	2
981 Mission St.	Soma	2
60 Moss St.	Soma	2
505 Natoma St.	Soma	6
Market St. & Polk St.	Soma	2
251 Rhode Island St.	Soma	2
131 S. Van Ness Ave. #1	Soma	2
131 S. Van Ness Ave. #2	Soma	2
16 Sherman St.	Soma	4
151 Townsend St.	Soma	10
446 Townsend St.	Soma	2
659 Townsend St.	Soma	2
Market St. & Van Ness Ave.	Soma	2
245 11th St.	Soma	2
66 6th St.	Soma	2
548 Brannan St.	Soma	2
415 Byrant St.	Soma	2
30 Cleveland St.	Soma	2
1516 Folsom St.	Soma	2
764 Harrison St.	Soma	6
12th St. & Market St.	Soma	2
1543 Mission St.	Soma	2
76 Moss St.	Soma	2
1315 Ocean Ave.	W. of Twin Peaks	2
1500 Ocean Ave.	W. of Twin Peaks	2
1501 Ocean Ave.	W. of Twin Peaks	2
1708 Ocean Ave.	W. of Twin Peaks	2
1920 Ocean Ave.	W. of Twin Peaks	2
2377 Ocean Ave.	W. of Twin Peaks	2
2381 Ocean Ave.	W. of Twin Peaks	2
1205 Plymouth St.	W. of Twin Peaks	2
Ulloa St. & West Portal Ave.	W. of Twin Peaks	2
Laguna Honda Blvd. & Woodside Ave.	W. of Twin Peaks	4

Address	Neighborhood	Est. Capacity
1338 Ocean Ave.	W. of Twin Peaks	2
1830 Ocean Ave.	W. of Twin Peaks	2
601 Baker St.	Western Addition	2
1530 Buchanan St	Western Addition	2
300 Buchanan St.	Western Addition	2
3112 California St.	Western Addition	2
3150 California St.	Western Addition	2
1221 Divisadero St.	Western Addition	2
1734 Divisadero St.	Western Addition	2
286 Divisadero St.	Western Addition	2
298 Divisadero St.	Western Addition	2
500 Divisadero St.	Western Addition	2
512 Divisadero St.	Western Addition	2
530 Divisadero St.	Western Addition	10
543 Divisadero St.	Western Addition	4
560 Divisadero St.	Western Addition	2
621 Divisadero St.	Western Addition	4
639 Divisadero St.	Western Addition	2
641 Divisadero St.	Western Addition	4
645 Divisadero St.	Western Addition	4
650 Divisadero St.	Western Addition	2
651 Divisadero St.	Western Addition	2
661 Divisadero St.	Western Addition	2
728 Divisadero St.	Western Addition	2
837 Divisadero St.	Western Addition	2
846 Divisadero St.	Western Addition	4
860 Divisadero St.	Western Addition	2
821 Divisiadero St.	Western Addition	2
531 Dvisadero St.	Western Addition	2
Laguna St. & Fell St.	Western Addition	6
1714 Fillmore St	Western Addition	2
1201 Fillmore St.	Western Addition	2
1300 Fillmore St.	Western Addition	4
1300-1330 Fillmore St.	Western Addition	2
1515 Fillmore St.	Western Addition	2
1944 Fillmore St.	Western Addition	2
2043 Fillmore St.	Western Addition	2
Hayes St. & Fillmore St.	Western Addition	2
Post St. & Fillmore St.	Western Addition	4
672 Fulton St.	Western Addition	2
1610 Geary Blvd.	Western Addition	2
1750 Geary Blvd.	Western Addition	2
1805 Geary Blvd.	Western Addition	2
2238 Geary Blvd.	Western Addition	2
Webster St. & Geary Blvd.	Western Addition	2

Address	Neighborhood	Est. Capacity
1290 Grove St.	Western Addition	2
Divisadero St. & Grove St.	Western Addition	2
786 Haight St.	Western Addition	2
791 Haight St.	Western Addition	2
506 Hayes St.	Western Addition	4
551 Hayes St.	Western Addition	4
579 Hayes St.	Western Addition	2
Divisadero St. & Hayes St.	Western Addition	4
1798 McAllister St.	Western Addition	2
988 Oak St.	Western Addition	2
201 Octavia St.	Western Addition	2
523 Octavia St.	Western Addition	2
Hayes St. & Octavia St.	Western Addition	2
Divisadero St. & O'Farrell St.	Western Addition	4
144 Page St.	Western Addition	2
297 Page St.	Western Addition	2
300 Page St.	Western Addition	2
Divisadero St. & Page St.	Western Addition	4
1700 Peirce St.	Western Addition	2
2325 Pine St.	Western Addition	4
520 Scott St.	Western Addition	2
Corner McAllister St.& Steiner	Western Addition	2
530 Steiner St.	Western Addition	6
McAllister St. & Steiner St.	Western Addition	2
Oak St. & Steiner St.	Western Addition	2
2300 Sutter St.	Western Addition	2
Fillmore St. & Sutter St.	Western Addition	2
Fillmore St. & Waller St.	Western Addition	4
Fulton Ave. & Webster St.	Western Addition	2
444 Divisadero St.	Western Addition	2
628 Divisadero St.	Western Addition	2
406 Fell St.	Western Addition	2
Haight St. & Fillmore St.	Western Addition	2
1300 Fulton St.	Western Addition	2
465 Grove St.	Western Addition	4
607 Haight St.	Western Addition	2
Divisadero St. & Haight St.	Western Addition	2
500 Hayes St.	Western Addition	2
519 Hayes St.	Western Addition	2
602 Hayes St.	Western Addition	2
Divisadero St. & Hayes St.	Western Addition	2
1355 McAllister St.	Western Addition	4
449 Octavia St.	Western Addition	2
Bush St. & Octavia St.	Western Addition	2
1405 Van Ness Ave.	Western Addition	2

Address	Neighborhood	Est. Capacity
Ivy St. & Webster St. #1	Western Addition	2
Ivy St. & Webster St. #2	Western Addition	2

4. Project Schedule:

<u>Milestone</u>	<u>Date</u>
Project Start	Effective Date of Agreement
Project Complete	April 30, 2012
Final Report due, per Attachment C	July 31, 2012

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**ATTACHMENT C
MONITORING OF PROJECT PERFORMANCE**

1. Semi-annual Reports (Section II.6):

Due Dates: Beginning 60 days after the Effective Date, every April 15 and October 15 following the Effective Date until the Final Report has been submitted.

The Project Sponsor shall submit semi-annual reports to the Air District summarizing Project progress. Semi-annual Reports shall be prepared on the Air District's Semi-annual Report form.

2. Final Report Due Date (Section II.6): July 31, 2012

The Final Report shall include the following information:

A. A description of the completed Project including applicable sections listed below:

- For each bikeway segment:
 1. Length, "crosssection" of segment (if applicable), location, activity centers serviced, and page numbers of Chapter 1000 of the *California Highway Design Manual* pertaining to the design of the segment; and
 2. Two (2) or more days of pre-project and post-project bicycle count data using methodology and count forms from the National Bicycle and Pedestrian Documentation Project. Forms and instructions can be downloaded at: <http://bikepeddocumentation.org/downloads/>, under "2009 Forms."
- For bicycle racks, lockers, & storage facilities:
 1. Physical features and dimensions;
 2. Security features and mechanism for gaining access; and
 3. Number of bicycles that can be accommodated.
- For bicycle racks on public transportation vehicles:
 1. Bicycle rack technical specifications;
 2. Type and service routes of vehicles the racks are installed on; and
 3. Vehicles' bicycle capacity;

B. Photographs of the completed bicycle facility. Digital photos may be sent by e-mail:

- For bikeway projects - Photographs from at least three different locations along each non-contiguous segment of the bikeway.
- For bicycle parking projects - Photographs that demonstrate that all portions of the Project are installed and/or obtained.

C. Documentation that the Project Sponsor has acknowledged the Air District as a Project funding source during the Project's Useful Life, including documentation of use of the Air District logo, copies of any promotional materials, press releases, and newsletter articles related to the Project (Section II.9).

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**ATTACHMENT D
INSURANCE REQUIREMENTS**

Verification of Coverage

Project Sponsor shall provide the Air District certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require Project Sponsor to provide complete, certified copies of any insurance to verify compliance with these specifications. Certificates, policies and other evidence provided shall specify that the Air District shall receive 30 days advanced notice of cancellation from the insurers.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

MINIMUM SCOPE OF INSURANCE

Throughout the Term of the Agreement, Project Sponsor shall obtain and maintain in full force and effect the insurance as set forth below. Project Sponsor must initial next to each checked insurance requirement to confirm understanding and Agreement with the applicable Project insurance requirements:

Required
if marked

- 1. Liability Insurance:**
Initial Project Sponsors shall maintain a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor, and to the operation of any portion of the Project.
- 2. Property Insurance for Purchase of New Equipment**
Initial Project Sponsors shall maintain Property Insurance for Purchase of New Equipment in an amount of not less than the insurable value of the Project equipment, covering all risks of loss, damage or destruction of such equipment.

TRANSPORTATION FUND FOR CLEAN AIR FUNDING AGREEMENT
BETWEEN
THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT
AND
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

PROJECT NUMBER

09BFP13

This funding agreement (Agreement) is made and entered into between the San Francisco Municipal Transportation Agency, hereinafter referred to as “Project Sponsor,” and the Bay Area Air Quality Management District, hereinafter referred to as the “Air District” (and hereinafter referred to jointly as the “Parties”).

SECTION I

RECITALS

- 1) California Health and Safety Code Sections 44223 and 44225 authorize the Air District to levy a fee on motor vehicles registered within its jurisdiction and to use those fees to implement mobile source and transportation pollution reduction projects.
- 2) The Air District has established a grant fund, entitled the Transportation Fund for Clean Air (“TFCA”), to implement such a project.
- 3) Health and Safety Code Section 44241 lists the permissible types of projects, all of which must conform to the transportation control measures and mobile source measures that are included in the plan adopted pursuant to California Health and Safety Code Sections 40233, 40717, and 40919 and in effect as of the date of execution of this Agreement, including “implementation of bicycle facility improvement projects that are included in an adopted countywide bicycle plan or congestion management program.”
- 4) The Air District has established a TFCA grant program, entitled the Bicycle Facility Program (“BFP” or “Program”), to reduce emissions from mobile sources by issuing grants to public agencies with the Air District’s jurisdiction to install cost-effective bicycle facilities in the Bay Area through a streamlined process.
- 5) On July 1, 2009, the Board of Directors of the Air District approved an allocation of funds and the FY 2009/2010 Policies for the Program.
- 6) The Air District selected Project Number 09BFP13 as an eligible bicycle facility project to improve air quality in the San Francisco Bay Area Basin (“Project”) based on the Program’s eligibility criteria and on information provided in the Project Sponsor’s application.
- 7) The Parties desire to enter into this Agreement to implement the Project in accordance with the terms and conditions of this Agreement, including all attachments thereto.

NOW, THEREFORE, pursuant to California Health and Safety Code Section 44241, the Parties hereby agree as follows:

SECTION II

PROJECT SPONSOR OBLIGATIONS

- 1) The Project Sponsor hereby agrees to implement the Project, as described more fully in Attachment A, "Project Specific Information," and in Attachment B, "Project Description." Implementation of the Project shall include conformity with all applicable standards in Chapter 1000 of the California Highway Design Manual (Caltrans) that are in effect at the time of implementation. Failure to implement the Project in accordance with the terms and conditions set forth in this Agreement and all attachments thereto will be deemed a breach of this Agreement and may result in termination of the Agreement or a reduction of grant award.
- 2) The Project Sponsor shall complete the Project within the Total Project Cost. Allowable Project costs are listed in the "Fiscal Year 2009/2010 Bicycle Facility Program Application and Guidance." Only those allowable Project costs incurred following the earlier of the Effective Date of this Agreement or January 1, 2010, and prior to completion or termination of the Project are eligible to receive BFP funds. Any Project cost overruns are the sole responsibility of the Project Sponsor.
- 3) The Project Sponsor shall contribute or expend its percentage of the "Total Project Cost" listed as "Matching Funds," prior to submission of the Final Invoice. In the event the Project Sponsor is unable to allocate all "Matching Funds," the Air District reserves the right to terminate this Agreement in whole or in part, or to reduce the amount of BFP Funds Awarded," at its sole discretion. The Project Sponsor is responsible for assuring that use of the Matching Funds does not conflict with any federal, state or local requirements for their use.
- 4) The Project Sponsor shall submit one invoice on the Air District's Invoice Form upon completion of the Project for reimbursement of eligible Project costs and expenses consistent with the BFP Funds Awarded, Invoice and Payment Schedule, and Project Schedule. The invoice will include the Air District's summary sheet specifying the Project number; itemized payments to vendors, consultants, or contractors, if any; all expenses incurred; and the total funds being requested for the completed Project. The invoice will also provide detailed supporting documentation that will include an explanation of the Project and copies of invoices from vendors, consultants, or contractors.

The Project Sponsor must submit the invoice for payment no later than thirty (30) days after the deadline to submit the Final Report, the requirements and deadline for which are set forth in Attachment C. The District will not process any invoice submitted by the Project Sponsor until the Air District accepts the Final Report.

The Project Sponsor must expend BFP Funds within two (2) years of the Effective Date of this Agreement, unless the Air District approves in advance a longer period in writing.

- 5) The Project Sponsor shall allow the Air District or its authorized representatives, for the duration of the Project and for three (3) years following the later of a) the Air District's payment of the approved invoice after submission and acceptance of the Final Report or b) the end of the Project's Useful Life to inspect and audit the Project. During audits, the Project Sponsor shall make available to the Air District all records relating to Project performance and expenses incurred in the implementation of the Project. During inspections, the Project Sponsor shall provide, at the request of the Air District, access to inspect the Project and information regarding the Project's status.

6) The Project Sponsor shall prepare and maintain all necessary Project records to document Project activities and performance, including documentation to support the Project reporting requirements, set forth in Attachment C. The Project Sponsor shall keep Project records in one central location for a period of three (3) years after the later of a) the Air District's payment of the approved invoice after submission and acceptance of the Final Report, or b) the end of the Project's Useful Life. The Project Sponsor shall submit the following reports to the Air District by the due dates specified in Attachment C:

- a. Semi-annual Report, and
- b. Final Report.

The Air District may withhold funds pending receipt of all reports.

7) The Project Sponsor shall monitor the operational status of the Project for the "Project Useful Life." The Project Sponsor shall notify the Air District in writing of any change in operational status of any portion of the Project within thirty (30) calendar days of its occurrence. For purposes of this Agreement, a "change in operational status" occurs whenever any portion of the Project is removed from active service, relocated outside the boundaries of the Air District, inoperable, sold, or transferred to another entity, before full completion of the Project Useful Life. Failure to provide the required written notice of a change in operational status on a timely basis is a breach of this Agreement.

8) The Project Sponsor shall maintain the Project in good repair and in accordance with the manufacturer's specifications throughout the Project Useful Life.

9) The Project Sponsor shall acknowledge the Air District as a Project funding source during the Project's Useful Life. The Project Sponsor shall use, and require third parties who implement the Project to use, the Air District's approved logo for the Project, as specified below:

- a. The logo shall be used on signs posted at the site of any Project construction;
- b. The logo shall be displayed on any vehicles or equipment operated or obtained as part of the Project;
- c. The logo shall be used on any public information materials relating to the Project, such as websites and printed materials, including transit schedules, brochures, handbooks, maps, and other promotional materials; and
- d. The Project Sponsor shall demonstrate to the Air District through evidence such as photographs of vehicles and copies of press releases that Air District logos are used and displayed as required.

10) The Project Sponsor shall obtain and maintain throughout the Term of this Agreement the insurance coverage specified in Attachment D, "Insurance Requirements." and shall comply with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements shall be deemed a breach of this Agreement.

11) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (Government Code section 6250 et seq.), the Project Sponsor shall place in the public domain any software, written document, or other product developed with BFP funds as part of the Project and shall require recipients of Project funds, if any, to do the same.

- 12) The Project Sponsor shall use BFP funds only for the implementation of a project that results in surplus motor vehicle emissions within the Air District's jurisdiction. Surplus emission reductions are those that exceed the requirements of applicable regulations or other legal obligations (including contracts) as of the effective date of this agreement.
- 13) The Project Sponsor shall comply with all Program and project requirements set forth in the Air District's "Board-Adopted Bicycle Facility Program Policies for Fiscal Year 2009/2010," which are incorporated therein as Appendix A and made a part of the "Fiscal Year 2009/2010 Bicycle Facility Program Application and Guidance," dated July 2008, and which are incorporated herein and made a part hereof by this reference as if fully set forth herein.

SECTION III

AIR DISTRICT OBLIGATIONS

- 1) The Air District will provide eligible TFCA funds for this Project in an amount not to exceed the BFP Funds Awarded.
- 2) The Air District will endeavor to pay the undisputed amount of the approved invoice within thirty (30) calendar days of the Air District's receipt of such invoice.
- 3) The Air District will provide timely notice to the Project Sponsor prior to conducting an audit.
- 4) The Air District will provide the Project Sponsor a copy of the fiscal and performance audits of the Project as specified in California Health and Safety Code Section 44242.
- 5) The Air District will provide the Project Sponsor all Air District-approved reporting forms.
- 6) The Air District will make its logo available to Project Sponsors.

SECTION IV

GENERAL PROVISIONS

- 1) **Effective Date:** The effective date of this Agreement is the date the Air District Executive Officer/Air Pollution Control Officer executes this Agreement.
- 2) **Term:** The term of this Agreement shall be from the Effective Date of this Agreement until the end of three (3) years from the later of either 1) the date of the Air District's payment after acceptance of the Final Report, or 2) the last day of the "Project Useful Life," unless this Agreement is terminated or amended as provided below.
- 3) **Amendment:** This Agreement may not be modified except in writing, signed by both Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect. Any change in Project scope shall constitute an Amendment under this Agreement.
- 4) **Project Liaison:** Within sixty (60) days from the Effective Date of this Agreement, the Project Sponsor shall notify the Air District of the Project Sponsor's Project Liaison and of the Liaison's address, telephone number, fax number, and email address. The Project Liaison shall be the liaison to the Air District pertaining to implementation of this Agreement and shall be the day-to-day contact about the Project. All correspondence shall be addressed to the Project Liaison. The Project Liaison shall notify the Air District of a change of Project Liaison or of

the Liaison's contact information in writing no later than thirty (30) days from the date of the change.

- 5) Notices: Any notice that may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service first class mail, or by certified mail (return receipt requested). Within sixty (60) days from the Effective Date of this Agreement, the Parties shall inform the other Party of the addressee for notice. Each Party shall promptly inform the other of any changes for notice. All correspondence shall reference the "Project Number."
- 6) Survival of Terms: Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns. Such terms include the requirements set forth in Sections II.4, II.5, and IV. 9.
- 7) Termination:
 - a. Voluntary. Either Party may terminate this Agreement by giving written notice to the other Party. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of receipt of such notice. Notice shall be delivered as provided for in Paragraph 5 above.

If the Project Sponsor terminates this Agreement, the Project Sponsor shall not be entitled to the full amount of the "BFP Funds Awarded." The Project Sponsor may retain or receive payment for that portion of the BFP Funds to which it is entitled.

Unless the Parties have agreed to an alternative reimbursement formula, which is set forth in the Special Conditions, the Air District will calculate the amount of funds to which the Project Sponsor is eligible by a) dividing the amount of the encumbered BFP Funds Awarded by the number of years of the Project Useful Life, and then, b) multiplying that amount by the number of full years of operation completed at the time the Agreement is terminated. If the Air District has paid the Project Sponsor more than the amount of funds to which the Project Sponsor is eligible, the Project Sponsor shall pay the funds owed to the Air District within thirty (30) days of the effective date of termination.

If the Air District terminates this Agreement pursuant to this provision, the Project Sponsor shall cease all work under this Agreement immediately and shall cease further expenditures of BFP funds immediately upon receipt of the notice of termination, except for any work that the Air District has permitted in the notice of termination to continue. The Air District will reimburse Project Sponsor for eligible costs on the Project expended up to the effective date of the termination.

- b. Breach. The Air District may terminate this Agreement for breach. The Air District will deliver a written notice of breach that specifies the date of termination, which will be no less than ten (10) business days from delivery of such notice, and will provide the Project Sponsor the opportunity to contest or cure such breach within that period of time. The notice of termination will specify the amount of the BFP Funds Awarded that the Air District has paid. The Project Sponsor shall reimburse any funds owed the Air District within thirty (30) days of the effective date of termination.

Unless this Agreement provides for an alternative reimbursement formula set forth in the Special Project Conditions, the Air District will calculate the amount of funds owed based

on each year or part of each year of the Project Useful Life that Project Sponsor operated the Project prior to the breach. For example, if the Air District determines that the Project Sponsor breached this Agreement during the seventh year of operation of the Project that has a ten-year Project Useful Life, the Project Sponsor will return to the Air District up to the amount of BFP Funds Awarded that represents 3 years of operations.

c. Reserved.

- 8) Additional Provisions and Additional Acts and Documents: Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents that are reasonably required to carry out the provisions, intent and purpose of this Agreement. All attachments to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
- 9) Indemnification: The Project Sponsor shall indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance by the Project Sponsor of its duties under this Agreement, and shall require any third party who owns, operates, controls or implements any portion of the Project to indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of their performance of the Project or operation or use of any portion of the Project.

The Project Sponsor's indemnification and its obligation to have applicable third parties indemnify the Air District shall survive expiration or termination of this Agreement.
- 10) Independent Contractor: Neither the Project Sponsor nor its officers, employees, agents, or representatives shall be considered employees or agents of the Air District. This Section does not apply to elected officials serving concurrently on the governing boards of both the Project Sponsor and the Air District.
- 11) Assignment: Neither Party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other Party. All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.
- 12) Waiver: No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a Party to enforce performance by the other Party of any term, covenant, or condition of this Agreement, and the failure of a Party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that Party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
- 13) Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

- 14) Force Majeure: Neither the Air District nor the Project Sponsor shall be liable for, or deemed to be in default for, any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the Project, or other causes, except financial, that are beyond the reasonable control of the Air District or the Project Sponsor, for a period of time equal to the period of such force majeure event, provided that the Party failing to perform notifies the other Party within fifteen (15) calendar days of discovery of the force majeure event, and provided further that that Party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to a Party's own action or inaction, then such cause shall not excuse that Party from performance under this Agreement.
- 15) Governing Law: Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
- 16) Public Entities - Conflict of Interest: The Project Sponsor warrants and represents that its public officials, including its officers and employees in their official capacity, presently have no interest and agrees that its public officials, including its officers and employees in their official capacity, will not acquire any interest which would represent a conflict of interest under California Government Code sections 1090 et seq. and 87100 et seq. during the performance of this Agreement.
- 17) Integration: This Agreement, including all attachments hereto, represents the final, complete, and exclusive statement of the agreement between the Air District and the Project Sponsor related to the Parties' rights and obligations and subject matter described in this Agreement, and supersedes all prior and other contemporaneous understandings and agreements of the parties. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers.

<p>SIGNATURES:</p> <p>By: _____ Sonali Bose Chief Financial Officer San Francisco Municipal Transportation Agency</p> <p>Approved as to legal form:</p> <p>By: _____ Legal Counsel San Francisco Municipal Transportation Agency</p>	<p>By: _____ Date: _____ Jack P. Broadbent Executive Officer/APCO Bay Area Air Quality Management District</p> <p>By: _____ Brian C. Bunger District Counsel Bay Area Air Quality Management District</p>
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**ATTACHMENT A
PROJECT SPECIFIC INFORMATION**

[Note: The section numbers shown in parentheses below refer to sections in the Funding Agreement.]

1. **Project Sponsor:** San Francisco Municipal Transportation Agency
2. **Project Number:** 09BFP13
3. **Total Project Cost** (Section II.2): \$191,000
4. **Matching Funds** (Section II.3): \$124,100
5. **BFP Funds Awarded** (Section II.3, III.1): The maximum award will be \$66,900. If the actual cost of the Project is less than the Total Project Cost, the Air District will fund 35.026% of the actual total project cost.
6. **Invoice and Payment Schedule** (Section II.4, III.2): The Project Sponsor shall submit a single invoice for reimbursement no later than thirty (30) days after the date of submittal of the Final Report for the Project.

BFP funds cannot be used to reimburse:

- Costs related to maintenance, repairs, rehabilitation, or upgrade of existing bicycle facilities;
- Operating costs (e.g., salaries after a facility is open for public use, ongoing training/support, advertising, and rent/leases);
- Planning activities not directly related to BFP project implementation; or
- Indirect and administrative costs.

Pursuant to Section II.6 of this Agreement, the Air District may withhold funds pending receipt of reports.

7. **Special Conditions** (Section IV.7.b): BFP funds shall not be used to stripe or restripe parking stalls.

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**ATTACHMENT B
PROJECT DESCRIPTION**

1. **Project Title:** Class II Bicycle Lane on John Muir Drive
2. **Project Useful Life:** 15 years
3. **Project Description:** Installation of 2.23 miles of Class II bicycle lane along both sides of John Muir Drive between Lake Merced Boulevard to Skyline Boulevard in San Francisco.
4. **Project Schedule:**

<u>Milestone</u>	<u>Date</u>
Project Start	Effective Date of Agreement
Project Complete	June 30, 2011
Final Report due, per Attachment C	September 30, 2011

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**ATTACHMENT C
MONITORING OF PROJECT PERFORMANCE**

1. Semi-annual Reports (Section II.6):

Due Dates: Beginning 60 days after the Effective Date, every April 15 and October 15 following the Effective Date until the Final Report has been submitted.

The Project Sponsor shall submit semi-annual reports to the Air District summarizing Project progress. Semi-annual Reports shall be prepared on the Air District's Semi-annual Report form.

2. Final Report Due Date (Section II.6): September 30, 2011

The Final Report shall include the following information:

A. A description of the completed Project including applicable sections listed below:

- For each bikeway segment:
 1. Length, "crosssection" of segment (if applicable), location, activity centers serviced, and page numbers of Chapter 1000 of the *California Highway Design Manual* pertaining to the design of the segment; and
 2. Two (2) or more days of pre-project and post-project bicycle count data using methodology and count forms from the National Bicycle and Pedestrian Documentation Project. Forms and instructions can be downloaded at: <http://bikepeddocumentation.org/downloads/>, under "2009 Forms."
- For bicycle racks, lockers, & storage facilities:
 1. Physical features and dimensions;
 2. Security features and mechanism for gaining access; and
 3. Number of bicycles that can be accommodated.
- For bicycle racks on public transportation vehicles:
 1. Bicycle rack technical specifications;
 2. Type and service routes of vehicles the racks are installed on; and
 3. Vehicles' bicycle capacity;

B. Photographs of the completed bicycle facility. Digital photos may be sent by e-mail:

- For bikeway projects - Photographs from at least three different locations along each non-contiguous segment of the bikeway.
- For bicycle parking projects - Photographs that demonstrate that all portions of the Project are installed and/or obtained.

C. Documentation that the Project Sponsor has acknowledged the Air District as a Project funding source during the Project's Useful Life, including documentation of use of the Air District logo, copies of any promotional materials, press releases, and newsletter articles related to the Project (Section II.9).

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**ATTACHMENT D
INSURANCE REQUIREMENTS**

Verification of Coverage

Project Sponsor shall provide the Air District certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require Project Sponsor to provide complete, certified copies of any insurance to verify compliance with these specifications. Certificates, policies and other evidence provided shall specify that the Air District shall receive 30 days advanced notice of cancellation from the insurers.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

MINIMUM SCOPE OF INSURANCE

Required
if marked

Throughout the Term of the Agreement, Project Sponsor shall obtain and maintain in full force and effect the insurance as set forth below. Project Sponsor must initial next to each checked insurance requirement to confirm understanding and Agreement with the applicable Project insurance requirements:

- _____ **1. Liability Insurance:**
Initial Project Sponsors shall maintain a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor, and to the operation of any portion of the Project.

- _____ **2. Property Insurance for Purchase of New Equipment**
Initial Project Sponsors shall maintain Property Insurance for Purchase of New Equipment in an amount of not less than the insurable value of the Project equipment, covering all risks of loss, damage or destruction of such equipment.

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TRANSPORTATION FUND FOR CLEAN AIR FUNDING AGREEMENT
BETWEEN
THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT
AND
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

PROJECT NUMBER

09BFP15

This funding agreement (Agreement) is made and entered into between the San Francisco Municipal Transportation Agency, hereinafter referred to as “Project Sponsor,” and the Bay Area Air Quality Management District, hereinafter referred to as the “Air District” (and hereinafter referred to jointly as the “Parties”).

SECTION I

RECITALS

- 1) California Health and Safety Code Sections 44223 and 44225 authorize the Air District to levy a fee on motor vehicles registered within its jurisdiction and to use those fees to implement mobile source and transportation pollution reduction projects.
- 2) The Air District has established a grant fund, entitled the Transportation Fund for Clean Air (“TFCA”), to implement such a project.
- 3) Health and Safety Code Section 44241 lists the permissible types of projects, all of which must conform to the transportation control measures and mobile source measures that are included in the plan adopted pursuant to California Health and Safety Code Sections 40233, 40717, and 40919 and in effect as of the date of execution of this Agreement, including “implementation of bicycle facility improvement projects that are included in an adopted countywide bicycle plan or congestion management program.”
- 4) The Air District has established a TFCA grant program, entitled the Bicycle Facility Program (“BFP” or “Program”), to reduce emissions from mobile sources by issuing grants to public agencies with the Air District’s jurisdiction to install cost-effective bicycle facilities in the Bay Area through a streamlined process.
- 5) On July 1, 2009, the Board of Directors of the Air District approved an allocation of funds and the FY 2009/2010 Policies for the Program.
- 6) The Air District selected Project Number 09BFP15 as an eligible bicycle facility project to improve air quality in the San Francisco Bay Area Basin (“Project”) based on the Program’s eligibility criteria and on information provided in the Project Sponsor’s application.
- 7) The Parties desire to enter into this Agreement to implement the Project in accordance with the terms and conditions of this Agreement, including all attachments thereto.

NOW, THEREFORE, pursuant to California Health and Safety Code Section 44241, the Parties hereby agree as follows:

SECTION II

PROJECT SPONSOR OBLIGATIONS

- 1) The Project Sponsor hereby agrees to implement the Project, as described more fully in Attachment A, "Project Specific Information," and in Attachment B, "Project Description." Implementation of the Project shall include conformity with all applicable standards in Chapter 1000 of the California Highway Design Manual (Caltrans) that are in effect at the time of implementation. Failure to implement the Project in accordance with the terms and conditions set forth in this Agreement and all attachments thereto will be deemed a breach of this Agreement and may result in termination of the Agreement or a reduction of grant award.
- 2) The Project Sponsor shall complete the Project within the Total Project Cost. Allowable Project costs are listed in the "Fiscal Year 2009/2010 Bicycle Facility Program Application and Guidance." Only those allowable Project costs incurred following the earlier of the Effective Date of this Agreement or January 1, 2010, and prior to completion or termination of the Project are eligible to receive BFP funds. Any Project cost overruns are the sole responsibility of the Project Sponsor.
- 3) The Project Sponsor shall contribute or expend its percentage of the "Total Project Cost" listed as "Matching Funds," prior to submission of the Final Invoice. In the event the Project Sponsor is unable to allocate all "Matching Funds," the Air District reserves the right to terminate this Agreement in whole or in part, or to reduce the amount of BFP Funds Awarded," at its sole discretion. The Project Sponsor is responsible for assuring that use of the Matching Funds does not conflict with any federal, state or local requirements for their use.
- 4) The Project Sponsor shall submit one invoice on the Air District's Invoice Form upon completion of the Project for reimbursement of eligible Project costs and expenses consistent with the BFP Funds Awarded, Invoice and Payment Schedule, and Project Schedule. The invoice will include the Air District's summary sheet specifying the Project number; itemized payments to vendors, consultants, or contractors, if any; all expenses incurred; and the total funds being requested for the completed Project. The invoice will also provide detailed supporting documentation that will include an explanation of the Project and copies of invoices from vendors, consultants, or contractors.

The Project Sponsor must submit the invoice for payment no later than thirty (30) days after the deadline to submit the Final Report, the requirements and deadline for which are set forth in Attachment C. The District will not process any invoice submitted by the Project Sponsor until the Air District accepts the Final Report.

The Project Sponsor must expend BFP Funds within two (2) years of the Effective Date of this Agreement, unless the Air District approves in advance a longer period in writing.

- 5) The Project Sponsor shall allow the Air District or its authorized representatives, for the duration of the Project and for three (3) years following the later of a) the Air District's payment of the approved invoice after submission and acceptance of the Final Report or b) the end of the Project's Useful Life to inspect and audit the Project. During audits, the Project Sponsor shall make available to the Air District all records relating to Project performance and expenses incurred in the implementation of the Project. During inspections, the Project Sponsor shall provide, at the request of the Air District, access to inspect the Project and information regarding the Project's status.

- 6) The Project Sponsor shall prepare and maintain all necessary Project records to document Project activities and performance, including documentation to support the Project reporting requirements, set forth in Attachment C. The Project Sponsor shall keep Project records in one central location for a period of three (3) years after the later of a) the Air District's payment of the approved invoice after submission and acceptance of the Final Report, or b) the end of the Project's Useful Life. The Project Sponsor shall submit the following reports to the Air District by the due dates specified in Attachment C:
- a. Semi-annual Report, and
 - b. Final Report.

The Air District may withhold funds pending receipt of all reports.

- 7) The Project Sponsor shall monitor the operational status of the Project for the "Project Useful Life." The Project Sponsor shall notify the Air District in writing of any change in operational status of any portion of the Project within thirty (30) calendar days of its occurrence. For purposes of this Agreement, a "change in operational status" occurs whenever any portion of the Project is removed from active service, relocated outside the boundaries of the Air District, inoperable, sold, or transferred to another entity, before full completion of the Project Useful Life. Failure to provide the required written notice of a change in operational status on a timely basis is a breach of this Agreement.
- 8) The Project Sponsor shall maintain the Project in good repair and in accordance with the manufacturer's specifications throughout the Project Useful Life.
- 9) The Project Sponsor shall acknowledge the Air District as a Project funding source during the Project's Useful Life. The Project Sponsor shall use, and require third parties who implement the Project to use, the Air District's approved logo for the Project, as specified below:
- a. The logo shall be used on signs posted at the site of any Project construction;
 - b. The logo shall be displayed on any vehicles or equipment operated or obtained as part of the Project;
 - c. The logo shall be used on any public information materials relating to the Project, such as websites and printed materials, including transit schedules, brochures, handbooks, maps, and other promotional materials; and
 - d. The Project Sponsor shall demonstrate to the Air District through evidence such as photographs of vehicles and copies of press releases that Air District logos are used and displayed as required.
- 10) The Project Sponsor shall obtain and maintain throughout the Term of this Agreement the insurance coverage specified in Attachment D, "Insurance Requirements." and shall comply with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements shall be deemed a breach of this Agreement.
- 11) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (Government Code section 6250 et seq.), the Project Sponsor shall place in the public domain any software, written document, or other product developed with BFP funds as part of the Project and shall require recipients of Project funds, if any, to do the same.

- 12) The Project Sponsor shall use BFP funds only for the implementation of a project that results in surplus motor vehicle emissions within the Air District's jurisdiction. Surplus emission reductions are those that exceed the requirements of applicable regulations or other legal obligations (including contracts) as of the effective date of this agreement.
- 13) The Project Sponsor shall comply with all Program and project requirements set forth in the Air District's "Board-Adopted Bicycle Facility Program Policies for Fiscal Year 2009/2010," which are incorporated therein as Appendix A and made a part of the "Fiscal Year 2009/2010 Bicycle Facility Program Application and Guidance," dated July 2008, and which are incorporated herein and made a part hereof by this reference as if fully set forth herein.

SECTION III

AIR DISTRICT OBLIGATIONS

- 1) The Air District will provide eligible TFCA funds for this Project in an amount not to exceed the BFP Funds Awarded.
- 2) The Air District will endeavor to pay the undisputed amount of the approved invoice within thirty (30) calendar days of the Air District's receipt of such invoice.
- 3) The Air District will provide timely notice to the Project Sponsor prior to conducting an audit.
- 4) The Air District will provide the Project Sponsor a copy of the fiscal and performance audits of the Project as specified in California Health and Safety Code Section 44242.
- 5) The Air District will provide the Project Sponsor all Air District-approved reporting forms.
- 6) The Air District will make its logo available to Project Sponsors.

SECTION IV

GENERAL PROVISIONS

- 1) **Effective Date:** The effective date of this Agreement is the date the Air District Executive Officer/Air Pollution Control Officer executes this Agreement.
- 2) **Term:** The term of this Agreement shall be from the Effective Date of this Agreement until the end of three (3) years from the later of either 1) the date of the Air District's payment after acceptance of the Final Report, or 2) the last day of the "Project Useful Life," unless this Agreement is terminated or amended as provided below.
- 3) **Amendment:** This Agreement may not be modified except in writing, signed by both Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect. Any change in Project scope shall constitute an Amendment under this Agreement.
- 4) **Project Liaison:** Within sixty (60) days from the Effective Date of this Agreement, the Project Sponsor shall notify the Air District of the Project Sponsor's Project Liaison and of the Liaison's address, telephone number, fax number, and email address. The Project Liaison shall be the liaison to the Air District pertaining to implementation of this Agreement and shall be the day-to-day contact about the Project. All correspondence shall be addressed to the Project Liaison. The Project Liaison shall notify the Air District of a change of Project Liaison or of

the Liaison's contact information in writing no later than thirty (30) days from the date of the change.

- 5) Notices: Any notice that may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service first class mail, or by certified mail (return receipt requested). Within sixty (60) days from the Effective Date of this Agreement, the Parties shall inform the other Party of the addressee for notice. Each Party shall promptly inform the other of any changes for notice. All correspondence shall reference the "Project Number."
- 6) Survival of Terms: Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns. Such terms include the requirements set forth in Sections II.4, II.5, and IV. 9.
- 7) Termination:
 - a. Voluntary. Either Party may terminate this Agreement by giving written notice to the other Party. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of receipt of such notice. Notice shall be delivered as provided for in Paragraph 5 above.

If the Project Sponsor terminates this Agreement, the Project Sponsor shall not be entitled to the full amount of the "BFP Funds Awarded." The Project Sponsor may retain or receive payment for that portion of the BFP Funds to which it is entitled.

Unless the Parties have agreed to an alternative reimbursement formula, which is set forth in the Special Conditions, the Air District will calculate the amount of funds to which the Project Sponsor is eligible by a) dividing the amount of the encumbered BFP Funds Awarded by the number of years of the Project Useful Life, and then, b) multiplying that amount by the number of full years of operation completed at the time the Agreement is terminated. If the Air District has paid the Project Sponsor more than the amount of funds to which the Project Sponsor is eligible, the Project Sponsor shall pay the funds owed to the Air District within thirty (30) days of the effective date of termination.

If the Air District terminates this Agreement pursuant to this provision, the Project Sponsor shall cease all work under this Agreement immediately and shall cease further expenditures of BFP funds immediately upon receipt of the notice of termination, except for any work that the Air District has permitted in the notice of termination to continue. The Air District will reimburse Project Sponsor for eligible costs on the Project expended up to the effective date of the termination.

- b. Breach. The Air District may terminate this Agreement for breach. The Air District will deliver a written notice of breach that specifies the date of termination, which will be no less than ten (10) business days from delivery of such notice, and will provide the Project Sponsor the opportunity to contest or cure such breach within that period of time. The notice of termination will specify the amount of the BFP Funds Awarded that the Air District has paid. The Project Sponsor shall reimburse any funds owed the Air District within thirty (30) days of the effective date of termination.

Unless this Agreement provides for an alternative reimbursement formula set forth in the Special Project Conditions, the Air District will calculate the amount of funds owed based on each year or part of each year of the Project Useful Life that Project Sponsor operated

the Project prior to the breach. For example, if the Air District determines that the Project Sponsor breached this Agreement during the seventh year of operation of the Project that has a ten-year Project Useful Life, the Project Sponsor will return to the Air District up to the amount of BFP Funds Awarded that represents 3 years of operations.

c. Reserved.

- 8) Additional Provisions and Additional Acts and Documents: Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents that are reasonably required to carry out the provisions, intent and purpose of this Agreement. All attachments to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
- 9) Indemnification: The Project Sponsor shall indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance by the Project Sponsor of its duties under this Agreement, and shall require any third party who owns, operates, controls or implements any portion of the Project to indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of their performance of the Project or operation or use of any portion of the Project.

The Project Sponsor's indemnification and its obligation to have applicable third parties indemnify the Air District shall survive expiration or termination of this Agreement.

- 10) Independent Contractor: Neither the Project Sponsor nor its officers, employees, agents, or representatives shall be considered employees or agents of the Air District. This Section does not apply to elected officials serving concurrently on the governing boards of both the Project Sponsor and the Air District.
- 11) Assignment: Neither Party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other Party. All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.
- 12) Waiver: No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a Party to enforce performance by the other Party of any term, covenant, or condition of this Agreement, and the failure of a Party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that Party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
- 13) Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

- 14) Force Majeure: Neither the Air District nor the Project Sponsor shall be liable for, or deemed to be in default for, any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the Project, or other causes, except financial, that are beyond the reasonable control of the Air District or the Project Sponsor, for a period of time equal to the period of such force majeure event, provided that the Party failing to perform notifies the other Party within fifteen (15) calendar days of discovery of the force majeure event, and provided further that that Party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to a Party's own action or inaction, then such cause shall not excuse that Party from performance under this Agreement.
- 15) Governing Law: Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
- 16) Public Entities - Conflict of Interest: The Project Sponsor warrants and represents that its public officials, including its officers and employees in their official capacity, presently have no interest and agrees that its public officials, including its officers and employees in their official capacity, will not acquire any interest which would represent a conflict of interest under California Government Code sections 1090 et seq. and 87100 et seq. during the performance of this Agreement.
- 17) Integration: This Agreement, including all attachments hereto, represents the final, complete, and exclusive statement of the agreement between the Air District and the Project Sponsor related to the Parties' rights and obligations and subject matter described in this Agreement, and supersedes all prior and other contemporaneous understandings and agreements of the parties. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers.

<p>SIGNATURES:</p> <p>By: _____ Sonali Bose Chief Financial Officer San Francisco Municipal Transportation Agency</p> <p>Approved as to legal form:</p> <p>By: _____ Legal Counsel San Francisco Municipal Transportation Agency</p>	<p>By: _____ Date: _____ Jack P. Broadbent Executive Officer/APCO Bay Area Air Quality Management District</p> <p>By: _____ Brian C. Bunger District Counsel Bay Area Air Quality Management District</p>
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**ATTACHMENT A
PROJECT SPECIFIC INFORMATION**

[Note: The section numbers shown in parentheses below refer to sections in the Funding Agreement.]

1. **Project Sponsor:** San Francisco Municipal Transportation Agency
2. **Project Number:** 09BFP15
3. **Total Project Cost** (Section II.2): \$108,000
4. **Matching Funds** (Section II.3): \$92,700
5. **BFP Funds Awarded** (Section II.3, III.1): The maximum award will be \$15,300. If the actual cost of the Project is less than the Total Project Cost, the Air District will fund 14.167% of the actual total project cost.
6. **Invoice and Payment Schedule** (Section II.4, III.2): The Project Sponsor shall submit a single invoice for reimbursement no later than thirty (30) days after the date of submittal of the Final Report for the Project.

BFP funds cannot be used to reimburse:

- Costs related to maintenance, repairs, rehabilitation, or upgrade of existing bicycle facilities;
- Operating costs (e.g., salaries after a facility is open for public use, ongoing training/support, advertising, and rent/leases);
- Planning activities not directly related to BFP project implementation; or
- Indirect and administrative costs.

Pursuant to Section II.6 of this Agreement, the Air District may withhold funds pending receipt of reports.

7. **Special Conditions** (Section IV.7.b): None.

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**ATTACHMENT B
PROJECT DESCRIPTION**

1. **Project Title:** Class II Bicycle Lane on Great Highway/Point Lobos Avenue
2. **Project Useful Life:** 15 years
3. **Project Description:** Installation of 0.51 miles of Class II bicycle lane along both sides of Great Highway/Point Lobos Avenue from 48th Avenue/El Camino Del Mar to Fulton Street in San Francisco.
4. **Project Schedule:**

<u>Milestone</u>	<u>Date</u>
Project Start	Effective Date of Agreement
Project Complete	June 30, 2012
Final Report due, per Attachment C	September 30, 2012

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ATTACHMENT C
MONITORING OF PROJECT PERFORMANCE

1. Semi-annual Reports (Section II.6):

Due Dates: Beginning 60 days after the Effective Date, every April 15 and October 15 following the Effective Date until the Final Report has been submitted.

The Project Sponsor shall submit semi-annual reports to the Air District summarizing Project progress. Semi-annual Reports shall be prepared on the Air District's Semi-annual Report form.

2. Final Report Due Date (Section II.6): **September 30, 2012**

The Final Report shall include the following information:

A. A description of the completed Project including applicable sections listed below:

- For each bikeway segment:
 1. Length, "crosssection" of segment (if applicable), location, activity centers serviced, and page numbers of Chapter 1000 of the *California Highway Design Manual* pertaining to the design of the segment; and
 2. Two (2) or more days of pre-project and post-project bicycle count data using methodology and count forms from the National Bicycle and Pedestrian Documentation Project. Forms and instructions can be downloaded at: <http://bikepeddocumentation.org/downloads/>, under "2009 Forms."
- For bicycle racks, lockers, & storage facilities:
 1. Physical features and dimensions;
 2. Security features and mechanism for gaining access; and
 3. Number of bicycles that can be accommodated.
- For bicycle racks on public transportation vehicles:
 1. Bicycle rack technical specifications;
 2. Type and service routes of vehicles the racks are installed on; and
 3. Vehicles' bicycle capacity;

B. Photographs of the completed bicycle facility. Digital photos may be sent by e-mail:

- For bikeway projects - Photographs from at least three different locations along each non-contiguous segment of the bikeway.
- For bicycle parking projects - Photographs that demonstrate that all portions of the Project are installed and/or obtained.

C. Documentation that the Project Sponsor has acknowledged the Air District as a Project funding source during the Project's Useful Life, including documentation of use of the Air District logo, copies of any promotional materials, press releases, and newsletter articles related to the Project (Section II.9).

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**ATTACHMENT D
INSURANCE REQUIREMENTS**

Verification of Coverage

Project Sponsor shall provide the Air District certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require Project Sponsor to provide complete, certified copies of any insurance to verify compliance with these specifications. Certificates, policies and other evidence provided shall specify that the Air District shall receive 30 days advanced notice of cancellation from the insurers.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

MINIMUM SCOPE OF INSURANCE

Throughout the Term of the Agreement, Project Sponsor shall obtain and maintain in full force and effect the insurance as set forth below. Project Sponsor must initial next to each checked insurance requirement to confirm understanding and Agreement with the applicable Project insurance requirements:

Required
if marked

- _____ **1. Liability Insurance:**
Initial
- Project Sponsors shall maintain a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor, and to the operation of any portion of the Project.
- _____ **2. Property Insurance for Purchase of New Equipment**
Initial
- Project Sponsors shall maintain Property Insurance for Purchase of New Equipment in an amount of not less than the insurable value of the Project equipment, covering all risks of loss, damage or destruction of such equipment.

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THIS PRINT COVERS CALENDAR ITEM NO. : 10.4

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology Division

BRIEF DESCRIPTION:

Authorizing the acceptance and expenditure of \$6,988,000 of Metropolitan Transportation Commission (MTC) programmed federal funds for the “Bay Area Electric Vehicle Taxi Corridor” Project; and adopting a Resolution of Local Support as required by MTC.

SUMMARY:

- MTC convened a competitive \$31 Million call for projects to launch its new Bay Area Climate Initiatives Innovative Grant Program.
- SFMTA, working with Better Place, a private company, and the City of San José, submitted a grant application for the Bay Area Electric Vehicle Taxi Corridor project ("Project"). Within the scope of the application are up to five battery switch-out stations (San José and San Francisco) and up to 25 neighborhood-based electric taxis (San Francisco only).
- At its October 27, 2010 meeting, MTC approved funding of \$6,988,000 of federal funds for the Project.
- As an eligible recipient of federal “STP-CMAQ” funds through Caltrans, SFMTA will serve as the Program’s fiscal agent. The SFMTA will be working with Better Place and its public entity partners to determine roles and responsibilities for implementation of the Project.
- MTC requires that the grantee adopt a Resolution of Local Support for the Project.

ENCLOSURES:

1. SFMTAB Resolution

APPROVALS:

DATE

DIRECTOR OF DIVISION

PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION

BE RETURNED TO Mark Lui

ASSIGNED SFMTAB CALENDAR DATE: _____

PAGE 2.

PURPOSE

The purpose of this item is to authorize the acceptance and expenditure of \$6,998,000 of federal Surface Transportation Program (“STP”) - Congestion Mitigation and Air Quality Improvement Program (“CMAQ”) for the new Bay Area Electric Vehicle Taxi Corridor Project and to adopt a Resolution of Local Support for the Project.

GOAL

The goal of this request supports the following SFMTA Strategic Plan Goal:

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

4.2 Ensure efficient and effective use of resources

DESCRIPTION

In the spring of 2010, MTC convened a competitive \$31 million call for projects to launch its new Bay Area Climate Initiatives Innovative Grant Program. SFMTA, working with Better Place, a private company, and the City of San José, submitted a grant application for the Bay Area Electric Vehicle Taxi Corridor project. Within the scope of the application are up to five battery switch-out stations (in San José and San Francisco) and up to 25 neighborhood-based electric taxis (San Francisco only).

At its October 27, 2010 meeting, MTC approved funding of \$6,988,000 of federal STP-CMAQ funds for the Project. This is about \$1,000,000 less than the funds requested in the application and the scope of the project will likely change in response.

As an eligible recipient of federal “STP-CMAQ” funds through Caltrans, SFMTA will serve as the Program’s fiscal agent. The SFMTA will be working with Better Place and its public entity partners to determine roles and responsibilities for implementation of the Project. Better Place has hired a consultant to perform the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) environmental work for the battery switch-out stations. SFMTA will perform the NEPA and CEQA analysis for procurement of the electric taxis.

The key next step toward securing the grant is having the SFMTA Board approve a Resolution of Support for the Project. The Board is requested to stipulate in the Resolution that:

1. SFMTA will provide \$906,665 in non-federal matching funds; and
2. That any cost increases must be funded by SFMTA (and its partners) and that SFMTA does not expect any cost increases to be funded with additional STP-CMAQ funding; and

PAGE 3.

3. SFMTA understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, as revised); and
4. The Project will be implemented as described in the submitted application and in this resolution and, if approved, for the amount programmed in the MTC federal Transportation Improvement Program (“TIP”); and
5. SFMTA and the Project will comply with the requirements as set forth in MTC’s Bay Area Climate Initiatives Program.

ALTERNATIVES CONSIDERED

As a stakeholder and partner, Better Place is very interested in the success of the Project, particularly the battery switch stations. This will be the first project of this kind in America. Without the grant and SFMTA in the lead, Better Place would likely choose another venue to further its work.

FUNDING IMPACT

The minimum match SFMTA will need to provide with its partners is \$906,665 in non-federal funds. The grant application envisions SFMTA providing \$100,000 of in-kind (labor charges) support, and up to \$1,200,000 of indirect support for the neighborhood taxi program.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

This is the only approval needed by MTC to secure the grant. Other agreements (e.g., between SFMTA and Caltrans and SFMTA and its partners, Better Place and San José) will be developed in advance of the project’s launch.

The City Attorney has reviewed this report.

RECOMMENDATION

SFMTA staff requests that the SFMTA Board approve the attached Resolution of Local Support in order for MTC to program \$6,998,000 of federal STP-CMAQ funds to the Bay Area Electric Vehicle Taxi Corridor Project.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS
RESOLUTION No. _____

WHEREAS, the San Francisco Municipal Transportation Agency (SFMTA) has submitted an application to the Metropolitan Transportation Commission (MTC) for \$6,998,000 in funding from the federal Surface Transportation Program (STP) and/or Congestion Mitigation and Air Quality Improvement (CMAQ) program for the Bay Area Electric Vehicle Taxi Corridor Project (Project) for the MTC Resolution, No. 3925, New Federal Surface Transportation Act (FY 2009-10, FY 2010-11 and FY 2011-12) Cycle 1 STP/CMAQ Program: Project Selection Criteria, Policy, Procedures and Programming (Program); and

WHEREAS, The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) (Public Law 109-59, August 10, 2005) authorized STP (23 U.S.C. § 133) and CMAQ (23 U.S.C. § 149) through September 30, 2009; and

WHEREAS, SAFETEA-LU has been extended through December 31, 2010 pursuant to Public Law 111-147, March 18, 2010 and may be subsequently extended pending enactment of successor legislation for continued funding; and

WHEREAS, Pursuant to SAFETEA-LU, and the regulations promulgated thereunder, eligible project sponsors wishing to receive federal STP and/or CMAQ funds for a project shall submit an application first with the appropriate Metropolitan Planning Organization (MPO), for review and inclusion in the MPO's Transportation Improvement Program (TIP); and

WHEREAS, MTC is the MPO for the nine counties of the San Francisco Bay region; and

WHEREAS, MTC has adopted a Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) that sets out procedures governing the application and use of STP/CMAQ funds; and

WHEREAS, SFMTA is an eligible project sponsor for STP/CMAQ funds; and

WHEREAS, As part of the application for STP/CMAQ funding, MTC requires a resolution adopted by the responsible implementing agency stating the following:

- 1) the commitment of necessary local matching funds of at least 11.47%; and
- 2) that the sponsor understands that the STP/CMAQ funding is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional STP/CMAQ funds; and
- 3) that the Project will comply with the procedures specified in Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised); and
- 4) the assurance of the sponsor to complete the Project as described in the application, and if approved, as included in MTC's TIP; and
- 5) that the Project will comply with all the project-specific requirements as set forth in the Program; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO to accept and expend funding in the amount of \$6,988,000 for the Bay Area Electric Vehicle Taxi

Corridor Project under the federal Surface Transportation Program (STP) and/or Congestion Mitigation and Air Quality Improvement (CMAQ) program of SAFETEA-LU, any extensions of SAFETEA-LU or any successor legislation for continued funding; and be it further

RESOLVED, That the SFMTA Board of Directors, by adopting this resolution, does hereby state that:

1. SFMTA will provide \$906,665 in non-federal matching funds; and
2. SFMTA understands that the STP/CMAQ funding for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the SFMTA from other funds, and that SFMTA does not expect any cost increases to be funded with additional STP/CMAQ funding; and
3. SFMTA understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, as revised); and
4. The Project will be implemented as described in the complete application and in this resolution and, if approved, for the amount programmed in the MTC federal TIP; and
5. SFMTA and the Project will comply with the requirements as set forth in the program; and be it

FURTHER RESOLVED, That SFMTA is an eligible sponsor of STP/CMAQ funded projects; and be it

FURTHER RESOLVED, That the SFMTA Board of Directors authorizes its Executive Director/CEO or his designee to accept and expend up to \$6,998,000 in STP/CMAQ funding for the Project as referenced in this resolution; and be it

FURTHER RESOLVED, That the SFMTA Board of Directors authorizes its Executive Director/CEO to transmit a copy of this resolution to the MTC; and be it

FURTHER RESOLVED, That the MTC is requested to support the application for the PROJECT described in the resolution and to include the PROJECT, if approved, in MTC's TIP; and be it

FURTHER RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO or his designee to provide any further information as requested by MTC to secure the receipt of \$6,998,000 in STP/CMAQ funding for this Project.

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. : 10.5

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Capital Programs & Construction

BRIEF DESCRIPTION:

Authorizing the award of San Francisco Municipal Transportation Agency Contract No. 1243, Job Order Contract, to Rodan Builders Inc., located at 859 Cowan Road, Burlingame, CA 94010, as the lowest eligible responsive and responsible bidder, in the amount of \$5,000,000, with an option to increase the contract amount by up to 50 percent, and for a term not to exceed three years.

SUMMARY:

- As authorized under Section 6.62 of the San Francisco Administrative Code, the San Francisco Municipal Transportation Agency (SFMTA) has developed a Job Order Contracting ("JOC") program for the purpose of performing minor construction and maintenance work in an efficient and expeditious manner.
- The SFMTA established its first JOC program in 2006 and has so far entered into two three-year JOC contracts, Nos. 1222 and 1223. SFMTA has utilized its existing contracts to accomplish a number of critically important projects effectively and expeditiously.
- The existing JOC contracts are reaching their authorization limits. Due to the success of these contracts, SFMTA wishes to expand its program and issue three new JOC contracts to accomplish much needed work.
- On August 31, 2010, the Executive Director/CEO of the SFMTA notified the SFMTA Board of Directors that he had authorized a bid call for three new JOC Contracts, Nos. 1243, 1244 and 1245.
- SFMTA advertised the contracts on September 3, 2010 and received and publicly opened nine bids for the three contracts on October 12, 2010. Staff recommends awarding Contract No.1243 to Rodan Builders Inc., the lowest eligible responsive and responsible bidder, in the amount of \$5,000,000.
- Federal, state, and local sources will provide funding for the services on an "as-needed," project-by-project basis from capital and/or operating funds.

ENCLOSURES:

1. SFMTAB Resolution

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY

ADOPTED RESOLUTION
BE RETURNED TO

_____ Jessie Katz

ASSIGNED SFMTAB CALENDAR DATE: _____

PAGE 2.

PURPOSE

The purpose of this calendar item is to award San Francisco Municipal Transportation Agency (SFMTA) Contract No. 1243, Job Order Contract, to Rodan Builders Inc. as the lowest eligible responsive and responsible bidder, in an amount not to exceed \$5,000,000, with an option to increase the contract amount by up to 50 percent, and for a term not to exceed three years.

GOAL

Contract No. 1243 would assist in the implementation of the following goals, objectives and initiatives in the SFMTA Strategic Plan:

Goal 1: Customer Focus: To provide safe, accessible, clean, environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First Policy

Objective 1.1 Improve safety and security across all modes of transportation

Objective 1.5 Increase percentage of trips using more sustainable modes (such as transit, walking, bicycling, rideshare)

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

Objective 2.1 Improve transit reliability to meet 85% on-time performance standard

DESCRIPTION

Background

As authorized under Section 6.62 of the San Francisco Administrative Code, the SFMTA has developed a Job Order Contracting ("JOC") program for the purpose of performing minor construction and maintenance work in an efficient and expeditious manner.

A JOC contract is a unique, indefinite-quantity type of contract that enables SFMTA to accomplish a large number of smaller repair, maintenance and construction projects through a single, competitively bid contract. SFMTA has utilized its previous JOC contracts to accomplish a number of critically important projects effectively and expeditiously. Following is a representative listing of completed projects:

- Repaired cracked 12" sewer on Third Street east side between Palou & Quesada
- Installed bicycle counter on Fell Street bike lane between Scott & Divisadero
- Potholed utilities at Moscone Station and Central Subway portal
- Installed new steel guardrails at 2nd & King
- Installed new overhead disconnect switches in the Potrero Trolley Coach facility
- Replaced asphalt concrete with rail grout 4th & King platform signal rail and replaced 157 speed bumps
- Fare Gate site preparation at Embarcadero, Montgomery, Powell, Civic Center, Van Ness, Church, Castro, West Portal and Forest Hill metro station

PAGE 3.

- Installed new safety fence at Holloway to Winston
- Replaced flooring and carpet at Lenox and Green facilities
- Replaced boiler at Woods facility
- Installed fencing at east Sunset Tunnel portal, Berry & 6th
- Repaired roofing at Green facility
- Modified existing exterior gates at Illinois & Phelps substation
- Replaced HVAC & UPS at Central Control computer room
- Upgraded electrical and light fixtures at Muni's Motor Power facility
- Installed fencing and gates at Eureka portals exterior security
- Replaced defective Video camera Systems on SFMTA Fleet.
- Prepared Geneva Revenue room for Fare collection equipments.

It eliminates the time and expense of completing the normal design-bid-construct cycle for each project. It allows SFMTA to reduce project duration and cost, while increasing quality.

Job Order Contracting utilizes a Unit Price Book (Construction Task Catalog) containing at least 60,000 to 100,000 unit prices covering material, equipment and labor costs for various units of construction, adjusted to current conditions. Contractors competitively bid an adjustment factor (e.g. 1.75) to be applied to this catalog of construction tasks with pre-set unit prices.

Task orders up to \$400,000 will be authorized within SFMTA's Capital Program and Construction Division. As per Section 6.62 of the San Francisco Administrative Code, no single task order may exceed \$400,000, including all modifications, except upon the Executive

Director/CEO's written determination establishing the urgency of the work and the justification for proceeding under Section 6.62 rather than by a formal competitive process.

Recent amendments to Section 6.62 of the Administrative Code allow departments to issue JOC contracts for up to five years and up to \$5 million per contract. The Administrative Code also permits modifications to a JOC contract provided that the final contract sum does not exceed 150 percent of the original contract amount.

Scope of Work

The Contractor will be asked to perform a series of projects on an as-needed basis. When a project is first identified, a joint scoping meeting will be held between the SFMTA staff and the Contractor to define the scope and calculate quantities of work. The price for each project will be the quantity multiplied by the pre-set unit prices and multiplied by the competitively bid adjustment factor. A task order will be issued for every project.

Bids Received

On August 31, 2010, the Executive Director/CEO of the SFMTA notified the SFMTA Board of Directors that he had authorized a bid call for Contract Nos. 1243, 1244 and 1245 in accordance with Board Resolution No. 09-191, which delegates, among other things, the authority to issue bid calls to the Executive Director/CEO.

PAGE 4.

On September 3, 2010, the SFMTA advertised bid calls for three Job Order Contracts, including Contract No. 1243. The SFMTA received and publicly opened the following nine responsive bids for Contract No. 1243 on October 12, 2010:

	Bidder	Award Criteria Figure
1.	Rodan Builders Inc. 859 Cowan Road, Burlingame, CA 94010	1.248
2.	Synergy Project Management Inc. 150 Executive Park Blvd, #4750, San Francisco, CA 94134	1.249
3.	Yerba Buena Engineering & Construction, Inc. 1340 Egbert Avenue, San Francisco, CA 94124	1.458
4.	Angotti & Reilly Inc. 1000 Mariposa Street, San Francisco, CA 94107	1.568
5.	Cal State Constructors 246 Second Street, Suite 808, San Francisco, CA 94105	1.595
6.	Hernandez Engineering 2601 Mission Street, #215, San Francisco, CA 94110	1.618
7.	Torres Construction 7330 N. Figueroa Street, Los Angeles, CA 90041	1.7
8.	Ghilotti Bros, Inc. 525 Jacoby Street, San Rafael, CA 94901	2.058
9.	Shimmick Construction Company, Inc. 8201 Edgewater Drive, Suite 202, Oakland, CA 94621	5.94

In accordance with San Francisco Administrative Code Section 6.62(I), a bidder may bid on one, two or three of the Job Order Contracts. However, no bidder may receive more than one JOC contract with a single City department at any given time. The basis for award of these contracts was to the responsive and responsible bidder who submitted the lowest Award Criteria Figure (ACF) subject to the Administrative Code requirements. If a bidder submitted the lowest bid on more than one contract, the basis of award, if the contracts are awarded, would be the lowest total overall cost to the City. The three lowest bids for the three contracts are summarized below:

Bidder	Contract No. 1243 ACF	Contract No. 1244 ACF	Contract No. 1245 ACF
Rodan Builders Inc.	1.248	1.248	1.248
Synergy Project Management Inc.	1.249	1.249	1.249
Yerba Buena Engineering & Construction Inc.	1.458	1.372	1.296

Based on the award criteria, staff recommends Rodan Builders Inc. for award of Contract No.1243; Synergy Project Management for award of Contract No. 1244, and Yerba Buena Engineering & Construction Inc. for award of Contract No. 1245. This selection results in the lowest overall cost to the City given that a single bidder cannot receive more than one contract.

PAGE 5.

The Contract Compliance Office reviewed the bid proposals and confirmed that Rodan Builders Inc. has made a commitment to meeting the Small Business Enterprise (SBE) participation goal of 22 percent established for this contract and meeting the Non-discrimination Equal Employment Requirements of the contract. Rodan Builders Inc. is in compliance with Chapter 12B, the equal benefits provision of the San Francisco Administrative Code.

ALTERNATIVES CONSIDERED

The alternative to a JOC contract would be to bid each individual project separately. For smaller projects, the administrative costs of preparing bid documents and conducting a procurement process would be prohibitively expensive. The JOC method of contracting has been proven to be an effective and efficient method of completing smaller construction projects.

FUNDING IMPACT

No new funds are required for this contract since all tasks will be funded through existing project budgets from capital and/or operating funds, as appropriate. Federal, state, and local sources will provide funding for the services on an as-needed project-by-project basis.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

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

No other approvals from any other agency are required for the award of this contract.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors award SFMTA Contract No. 1243, Job Order Contract, to Rodan Builders Inc. as the lowest eligible responsive and responsible bidder, for a contract amount of \$5,000,000, with an option to increase the contract amount by an additional \$2,500,000, and a term not to exceed three years.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, San Francisco Municipal Transportation Agency (SFMTA) Contract No. 1243, Job Order Contract, is an indefinite quantity contract with a predefined set of bid items that are assigned on a task order basis as needed for the performance of public work maintenance, repair, and minor construction projects; and,

WHEREAS, On August 31, 2010, the Executive Director/CEO notified the SFMTA Board of Directors that he had authorized a bid call for Contract No. 1243 in accordance with Board Resolution No. 09-191, which delegates, among other things, the authority to issue bid calls to the Executive Director/CEO; and,

WHEREAS, On September 3, 2010, the SFMTA advertised the bid call for Contract No.1243; and,

WHEREAS, On October 12, 2010, the SFMTA received and publicly opened nine bid proposals in response to its invitation for bids; and,

WHEREAS, The SFMTA determined that Rodan Builders Inc. is the lowest eligible responsive and responsible bidder, with an Award Criteria Figure of 1.248; and,

WHEREAS, The SFMTA Contract Compliance Office reviewed the bid proposals and confirmed that Rodan Builders Inc. will meet the Small Business Enterprise participation goal of 22 percent established for this contract and will commit to meeting the Non-discrimination Equal Employment requirements of the contract; and

WHEREAS, All tasks will be funded through existing project budgets from capital or operating funds from Federal, state, and local sources on an as-needed basis; now, therefore, be it

RESOLVED, That SFMTA Board of Directors authorizes the Executive Director/CEO to award SFMTA Contract No. 1243, Job Order Contract, to Rodan Builders Inc. as the lowest responsive and responsible bidder, in an amount not to exceed \$5,000,000, with an option to increase the contract amount by an additional \$2,500,000, and a term not to exceed three years.

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. : 10.6

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Capital Programs & Construction

BRIEF DESCRIPTION:

Authorizing the award of San Francisco Municipal Transportation Agency Contract No. 1244, Job Order Contract, to Synergy Project Management Inc., located at 150 Executive Park Blvd. #4750, San Francisco, CA 94134, as the lowest eligible responsive and responsible bidder, in the amount of \$5,000,000, with an option to increase the contract amount by up to 50 percent, and for a term not to exceed three years.

SUMMARY:

- As authorized under Section 6.62 of the San Francisco Administrative Code, the San Francisco Municipal Transportation Agency (SFMTA) has developed a Job Order Contracting ("JOC") program for the purpose of performing minor construction and maintenance work in an efficient and expeditious manner.
- The SFMTA established its first JOC program in 2006 and has so far entered into two three-year JOC contracts, Nos. 1222 and 1223. SFMTA has utilized its existing contracts to accomplish a number of critically important projects effectively and expeditiously.
- The existing JOC contracts are reaching their authorization limits. Due to the success of these contracts, SFMTA wishes to expand its program and issue three new JOC contracts to accomplish much needed work.
- On August 31, 2010, the Executive Director/CEO of the SFMTA notified the SFMTA Board of Directors that he had authorized a bid call for three new JOC Contracts, Nos. 1243, 1244 and 1245.
- SFMTA advertised the contracts on September 3, 2010 and received and publicly opened nine bids for the three contracts on October 12, 2010. Staff recommends awarding Contract No.1244 to Synergy Project Management Inc., the lowest eligible responsive and responsible bidder, in the amount of \$5,000,000.
- Federal, state, and local sources will provide funding for the services on an "as-needed," project-by-project basis from capital and/or operating funds.

ENCLOSURES:

1. SFMTAB Resolution

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY

ADOPTED RESOLUTION
BE RETURNED TO

_____ Jessie Katz

ASSIGNED SFMTAB CALENDAR DATE: _____

PAGE 2.

PURPOSE

The purpose of this calendar item is to award San Francisco Municipal Transportation Agency (SFMTA) Contract No. 1244, Job Order Contract, to Synergy Project Management Inc. as the lowest eligible responsive and responsible bidder, in an amount not to exceed \$5,000,000, with an option to increase the contract amount by up to 50 percent, and for a term not to exceed three years.

GOAL

Contract No. 1244 would assist in the implementation of the following goals, objectives and initiatives in the SFMTA Strategic Plan:

Goal 1: Customer Focus: To provide safe, accessible, clean, environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First Policy

Objective 1.1 Improve safety and security across all modes of transportation

Objective 1.5 Increase percentage of trips using more sustainable modes (such as transit, walking, bicycling, rideshare)

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

Objective 2.1 Improve transit reliability to meet 85% on-time performance standard

DESCRIPTION

Background

As authorized under Section 6.62 of the San Francisco Administrative Code, the SFMTA has developed a Job Order Contracting ("JOC") program for the purpose of performing minor construction and maintenance work in an efficient and expeditious manner.

A JOC contract is a unique, indefinite-quantity type of contract that enables SFMTA to accomplish a large number of smaller repair, maintenance and construction projects through a single, competitively bid contract. SFMTA has utilized its previous JOC contracts to accomplish a number of critically important projects effectively and expeditiously. Following is a representative listing of completed projects:

- Repaired cracked 12" sewer on Third Street east side between Palou & Quesada
- Installed bicycle counter on Fell Street bike lane between Scott & Divisadero
- Potholed utilities at Moscone Station and Central Subway portal
- Installed new steel guardrails at 2nd & King
- Installed new overhead disconnect switches in the Potrero Trolley Coach facility
- Replaced asphalt concrete with rail grout 4th & King platform signal rail and replaced 157 speed bumps
- Fare Gate site preparation at Embarcadero, Montgomery, Powell, Civic Center, Van Ness, Church, Castro, West Portal and Forest Hill metro station

PAGE 3.

- Installed new safety fence at Holloway to Winston
- Replaced flooring and carpet at Lenox and Green facilities
- Replaced boiler at Woods facility
- Installed fencing at east Sunset Tunnel portal, Berry & 6th
- Repaired roofing at Green facility
- Modified existing exterior gates at Illinois & Phelps substation
- Replaced HVAC & UPS at Central Control computer room
- Upgraded electrical and light fixtures at Muni's Motor Power facility
- Installed fencing and gates at Eureka portals exterior security
- Replaced defective Video camera Systems on SFMTA Fleet.
- Prepared Geneva Revenue room for Fare collection equipments.

It eliminates the time and expense of completing the normal design-bid-construct cycle for each project. It allows SFMTA to reduce project duration and cost, while increasing quality.

Job Order Contracting utilizes a Unit Price Book (Construction Task Catalog) containing at least 60,000 to 100,000 unit prices covering material, equipment and labor costs for various units of construction, adjusted to current conditions. Contractors competitively bid an adjustment factor (e.g. 1.75) to be applied to this catalog of construction tasks with pre-set unit prices.

Task orders up to \$400,000 will be authorized within SFMTA's Capital Program and Construction Division. As per Section 6.62 of the San Francisco Administrative Code, no single task order may exceed \$400,000, including all modifications, except upon the Executive Director/CEO's written determination establishing the urgency of the work and the justification for proceeding under Section 6.62 rather than by a formal competitive process.

Recent amendments to Section 6.62 of the Administrative Code allow departments to issue JOC contracts for up to five years and up to \$5 million per contract. The Administrative Code also permits modifications to a JOC contract provided that the final contract sum does not exceed 150 percent of the original contract amount.

Scope of Work

The contractor will be asked to perform a series of projects on an as-needed basis. When a project is first identified, a joint scoping meeting will be held between the SFMTA staff and the Contractor to define the scope and calculate quantities of work. The price for each project will be the quantity multiplied by the pre-set unit prices and multiplied by the competitively bid adjustment factor. A task order will be issued for every project.

Bids Received

On August 31, 2010, the Executive Director/CEO of the SFMTA notified the SFMTA Board of Directors that he had authorized a bid call for Contract Nos. 1243, 1244 and 1245 in accordance with Board Resolution No. 09-191, which delegates, among other things, the authority to issue bid calls to the Executive Director/CEO.

PAGE 4.

On September 3, 2010, the SFMTA advertised bid calls for three Job Order Contracts, including Contract No. 1244. The SFMTA received and publicly opened the following nine responsive bids for Contract No. 1244 on October 12, 2010:

Bidder		Award Criteria Figure
1.	Rodan Builders Inc. 859 Cowan Road, Burlingame, CA 94010	1.248
2.	Synergy Project Management Inc. 150 Executive Park Blvd, #4750, San Francisco, CA 94134	1.249
3.	Yerba Buena Engineering & Construction, Inc. 1340 Egbert Avenue, San Francisco, CA 94124	1.372
4.	Angotti & Reilly Inc. 1000 Mariposa Street, San Francisco, CA 94107	1.568
5.	Cal State Constructors 246 Second Street, Suite 808, San Francisco, CA 94105	1.595
6.	Hernandez Engineering 2601 Mission Street, #215, San Francisco, CA 94110	1.618
7.	Torres Construction 7330 N. Figueroa Street, Los Angeles, CA 90041	1.7
8.	Ghilotti Bros, Inc. 525 Jacoby Street, San Rafael, CA 94901	2.058
9.	Shimmick Construction Company, Inc. 8201 Edgewater Drive, Suite 202, Oakland, CA 94621	5.94

In accordance with San Francisco Administrative Code Section 6.62(I), a bidder may bid on one, two or three of the Job Order Contracts. However, no bidder may receive more than one JOC contract with a single City department at any given time. The basis for award of these contracts was to the lowest responsive and responsible bidder who submitted the lowest Award Criteria Figure (ACF) subject to the Administrative Code requirements. If a bidder submitted the lowest bid on more than one contract, the basis of award, if the contacts are awarded, will be the lowest total overall cost to the city. The three lowest bids for the three contracts are summarized below:

Bidder	Contract No. 1243 ACF	Contract No. 1244 ACF	Contract No. 1245 ACF
Rodan Builders Inc.	1.248	1.248	1.248
Synergy Project Management Inc.	1.249	1.249	1.249
Yerba Buena Engineering & Construction Inc.	1.458	1.372	1.296

Based on the award criteria, staff recommends Rodan Builders Inc. for award of Contract No. 1243; Synergy Project Management for award of Contract No. 1244, and Yerba Buena Engineering & Construction Inc. for award of Contract No. 1245. This selection results in the lowest overall cost to the City given that a single bidder cannot receive more than one contract.

PAGE 5.

After reviewing all proposals, staff has determined that Synergy Project Management is the lowest eligible responsive and responsible bidder for Contract No, 1244 with the lowest overall ACF of 1.249.

On October 14, 2010, SFMTA received a protest letter from Angotti & Reilly alleging that the bid submitted by Synergy Project Management should be rejected as non-responsive for (a) listing only two subcontractors and (b) not submitting good faith efforts documentation. The SFMTA reviewed this protest under its established Protest Procedures and determined that the protest was without merit. Synergy has both an A and a B Contractor's License and is therefore capable of self-performing all work for which subcontractors are not listed. Further, the Contract Compliance Office determined that Synergy met the Small Business Enterprise (SBE) goal and thus was not required to submit good faith efforts documentation.

The Contract Compliance Office reviewed the bid proposals and confirmed that Synergy Project Management has made a commitment to meeting the SBE participation goal of 22 percent established for this contract and meeting the Non-discrimination Equal Employment requirements of the contract. Synergy Project Management is in compliance with Chapter 12B, the equal benefits provision of the San Francisco Administrative Code.

ALTERNATIVES CONSIDERED

The alternative to a JOC contract would be to bid each individual project separately. For smaller projects, the administrative costs of preparing bid documents and conducting a procurement process would be prohibitively expensive. The JOC method of contracting has been proven to be an effective and efficient method of completing smaller construction projects.

FUNDING IMPACT

No new funds are required for this contract since all tasks will be funded through existing project budgets from capital and/or operating funds, as appropriate. Federal, state, and local sources will provide funding for the services on an as-needed project-by-project basis.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

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

No other approvals from any other agency are required for the award of this contract.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors award SFMTA Contract No. 1244, Job Order Contract, to Synergy Project Management Inc. as the lowest eligible responsive and responsible bidder, for a contract amount of \$5,000,000, with an option to increase the contract amount by an additional \$2,500,000, and a term not to exceed three years.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, San Francisco Municipal Transportation Agency (SFMTA) Contract No. 1244, Job Order Contract, is an indefinite quantity contract with a predefined set of bid items that are assigned on a task order basis as needed for the performance of public work maintenance, repair, and minor construction projects; and,

WHEREAS, On August 31, 2010, the Executive Director/CEO notified the SFMTA Board of Directors that he had authorized a bid call for Contract No. 1244 in accordance with Board Resolution No. 09-191, which delegates, among other things, the authority to issue bid calls to the Executive Director/CEO; and,

WHEREAS, On September 3, 2010, the SFMTA advertised the bid call for Contract No.1244; and,

WHEREAS, On October 12, 2010, the SFMTA received and publicly opened nine bid proposals in response to its invitation for bids; and,

WHEREAS, The SFMTA determined that Synergy Project Management Inc. is the lowest eligible responsive and responsible bidder, with an Award Criteria Figure of 1.249; and,

WHEREAS, Angotti & Reilly filed a protest against Synergy Project Management claiming that Synergy was non-responsive to the bidding requirements; SFMTA staff determined that the protest was without merit; and,

WHEREAS, The SFMTA Contract Compliance Office reviewed the bid proposals and confirmed that Synergy Project Management Inc. will meet the Small Business Enterprise participation goal of 22 percent established for this contract and will commit to meeting the Non-discrimination Equal Employment requirements of the contract; and

WHEREAS, All tasks will be funded through existing project budgets from capital or operating funds from Federal, state, and local sources on an as-needed basis; now, therefore, be it

RESOLVED, That SFMTA Board of Directors authorizes the Executive Director/CEO to award SFMTA Contract No. 1244, Job Order Contract, to Synergy Project Management Inc. as the lowest responsive and responsible bidder, in an amount not to exceed \$5,000,000, with an option to increase the contract amount by an additional \$2,500,000, and a term not to exceed three years.

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. : 10.7

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Capital Programs & Construction

BRIEF DESCRIPTION:

Authorizing the award of San Francisco Municipal Transportation Agency Contract No. 1245, Job Order Contract, to Yerba Buena Engineering & Construction Inc., located at 1340 Egbert Avenue, San Francisco, CA 94124, as the lowest eligible responsive and responsible bidder, in the amount of \$5,000,000, with an option to increase the contract amount by up to 50 percent, and for a term not to exceed three years.

SUMMARY:

- As authorized under Section 6.62 of the San Francisco Administrative Code, the San Francisco Municipal Transportation Agency (SFMTA) has developed a Job Order Contracting ("JOC") program for the purpose of performing minor construction and maintenance work in an efficient and expeditious manner.
- The SFMTA established its first JOC program in 2006 and has so far entered into two three-year JOC contracts, Nos. 1222 and 1223. SFMTA has utilized its existing contracts to accomplish a number of critically important projects effectively and expeditiously.
- The existing JOC contracts are reaching their authorization limits. Due to the success of the contracts, SFMTA wishes to expand its program and issue three new JOC contracts to accomplish much needed work.
- On August 31, 2010, the Executive Director/CEO of the SFMTA notified the SFMTA Board of Directors that he had authorized a bid call for three new JOC Contracts, Nos. 1243, 1244 and 1245.
- SFMTA advertised the contracts on September 3, 2010 and received and publicly opened nine bids for the three contracts on October 12, 2010. Staff recommends awarding Contract No.1245 to Yerba Buena Engineering & Construction Inc., the lowest eligible responsive and responsible bidder, in the amount of \$5,000,000.
- Federal, state, and local sources will provide funding for the services on an "as-needed," project-by-project basis from capital and/or operating funds.

ENCLOSURES:

1. SFMTAB Resolution

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY

ADOPTED RESOLUTION
BE RETURNED TO

_____ *Jessie Katz* _____

ASSIGNED SFMTAB CALENDAR DATE: _____

PAGE 2.

PURPOSE

The purpose of this calendar item is to award San Francisco Municipal Transportation Agency (SFMTA) Contract No. 1245, Job Order Contract, to Yerba Buena Engineering & Construction Inc. as the lowest eligible responsive and responsible bidder, in an amount not to exceed \$5,000,000, and with an option to increase the contract amount by up to 50 percent, and for a term not to exceed three years.

GOAL

Contract No. 1245 would assist in the implementation of the following goals, objectives and initiatives in the SFMTA Strategic Plan:

Goal 1: Customer Focus: To provide safe, accessible, clean, environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First Policy

Objective 1.1 Improve safety and security across all modes of transportation

Objective 1.5 Increase percentage of trips using more sustainable modes (such as transit, walking, bicycling, rideshare)

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

Objective 2.1 Improve transit reliability to meet 85% on-time performance standard

DESCRIPTION

Background

As authorized under Section 6.62 of the San Francisco Administrative Code, the SFMTA has developed a Job Order Contracting ("JOC") program for the purpose of performing minor construction and maintenance work in an efficient and expeditious manner.

A JOC contract is a unique, indefinite-quantity type of contract that enables SFMTA to accomplish a large number of smaller repair, maintenance and construction projects through a single, competitively bid contract. SFMTA has utilized its previous JOC contracts to accomplish a number of critically important projects effectively and expeditiously. Following is a representative listing of completed projects:

- Repaired cracked 12" sewer on Third Street east side between Palou & Quesada
- Installed bicycle counter on Fell Street bike lane between Scott & Divisadero
- Potholed utilities at Moscone Station and Central Subway portal
- Installed new steel guardrails at 2nd & King
- Installed new overhead disconnect switches in the Potrero Trolley Coach facility
- Replaced asphalt concrete with rail grout 4th & King platform signal rail and replaced 157 speed bumps

PAGE 3.

- Fare Gate site preparation at Embarcadero, Montgomery, Powell, Civic Center, Van Ness, Church, Castro, West Portal and Forest Hill metro station
- Installed new safety fence at Holloway to Winston
- Replaced flooring and carpet at Lenox and Green facilities
- Replaced boiler at Woods facility
- Installed fencing at east Sunset Tunnel portal, Berry & 6th
- Repaired roofing at Green facility
- Modified existing exterior gates at Illinois & Phelps substation
- Replaced HVAC & UPS at Central Control computer room
- Upgraded electrical and light fixtures at Muni's Motor Power facility
- Installed fencing and gates at Eureka portals exterior security
- Replaced defective Video camera Systems on SFMTA Fleet.
- Prepared Geneva Revenue room for Fare collection equipments.

It eliminates the time and expense of completing the normal design-bid-construct cycle for each project. It allows SFMTA to reduce project duration and cost, while increasing quality.

Job Order Contracting utilizes a Unit Price Book (Construction Task Catalog) containing at least 60,000 to 100,000 unit prices covering material, equipment and labor costs for various units of construction, adjusted to current conditions. Contractors competitively bid an adjustment factor (e.g. 1.75) to be applied to this catalog of construction tasks with pre-set unit prices.

Task orders up to \$400,000 will be authorized within SFMTA's Capital Program and Construction Division. As per Section 6.62 of the San Francisco Administrative Code, no single task order may exceed \$400,000, including all modifications, except upon the Executive Director/CEO's written determination establishing the urgency of the work and the justification for proceeding under Section 6.62 rather than by a formal competitive process.

Recent amendments to Section 6.62 of the Administrative Code allow departments to issue JOC contracts for up to five years and up to \$5 million per contract. The Administrative Code also permits modifications to a JOC contract provided that the final contract sum does not exceed 150 percent of the original contract amount.

Scope of Work

The contractor will be asked to perform a series of projects on an as-needed basis. When a project is first identified, a joint scoping meeting will be held between the SFMTA staff and the Contractor to define the scope and calculate quantities of work. The price for each project will be the quantity multiplied by the pre-set unit prices and multiplied by the competitively bid adjustment factor. A task order will be issued for every project.

Bids Received

On August 31, 2010, the Executive Director/CEO of the SFMTA notified the SFMTA Board of Directors that he had authorized a bid call for Contract Nos. 1243, 1244 and 1245 in accordance with Board Resolution No. 09-191, which delegates, among other things, the authority to issue bid calls to the Executive Director/CEO.

PAGE 4.

On September 3, 2010, the SFMTA advertised bid calls for three Job Order Contracts, including Contract No. 1245. The SFMTA received and publicly opened the following nine responsive bids for Contract No. 1245 on October 12, 2010:

Bidder		Award Criteria Figure
1.	Rodan Builders Inc. 859 Cowan Road, Burlingame, CA 94010	1.248
2.	Synergy Project Management Inc. 150 Executive Park Blvd, #4750, San Francisco, CA 94134	1.249
3.	Yerba Buena Engineering & Construction, Inc. 1340 Egbert Avenue, San Francisco, CA 94124	1.296
4.	Angotti & Reilly Inc. 1000 Mariposa Street, San Francisco, CA 94107	1.568
5.	Cal State Constructors 246 Second Street, Suite 808, San Francisco, CA 94105	1.595
6.	Hernandez Engineering 2601 Mission Street, #215, San Francisco, CA 94110	1.618
7.	Torres Construction 7330 N. Figueroa Street, Los Angeles, CA 90041	1.7
8.	Ghilotti Bros, Inc. 525 Jacoby Street, San Rafael, CA 94901	2.083
9.	Shimmick Construction Company, Inc. 8201 Edgewater Drive, Suite 202, Oakland, CA 94621	5.94

In accordance with San Francisco Administrative Code Section 6.62(I), a bidder may bid on one, two or three of the Job Order Contracts. However, no bidder may receive more than one JOC contract with a single City department at any given time. The basis for award of these contracts was to the responsive and responsible bidder who submitted the lowest Award Criteria Figure (ACF) subject to the Administrative Code requirements. If a bidder submitted the lowest bid on more than one contract, the basis of award, if the contacts are awarded, will be the lowest total overall cost to the city. The three lowest bids for the three contracts are summarized below:

Bidder	Contract No. 1243 ACF	Contract No. 1244 ACF	Contract No. 1245 ACF
Rodan Builders Inc.	1.248	1.248	1.248
Synergy Project Management Inc.	1.249	1.249	1.249
Yerba Buena Engineering & Construction Inc.	1.458	1.372	1.296

Based on the award criteria, staff recommends Rodan Builders Inc. for award of Contract No. 1243; Synergy Project Management for award of Contract No. 1244, and Yerba Buena Engineering & Construction Inc. for award of Contract No. 1245. This selection results in the lowest overall cost to the City, given that a single bidder cannot receive more than one contract.

PAGE 5.

After reviewing all proposals, staff had determined that Yerba Buena Engineering & Construction Inc. is the lowest eligible responsive and responsible bidder for Contract No. 1245 with the lowest overall ACF of 1.296.

On October 14, 2010, SFMTA received a protest letter from Angotti & Reilly claiming that the bid submitted by Yerba Buena Engineering & Construction Inc. should be rejected as non-responsive for failing to complete the bid breakdown schedule on page 12 of the bid documents. The SFMTA reviewed this protest per its established Protest Procedures and determined that the protest was without merit because the same information was provided elsewhere in the bid documents.

The Contract Compliance Office reviewed the bid proposals and confirmed that Yerba Buena Engineering & Construction Inc has made a commitment to meeting the Small Business Enterprise (SBE) participation goal of 22 percent established for this contract and meeting the Non-discrimination Equal Employment requirements of the contract. Yerba Buena Engineering & Construction Inc is in compliance with Chapter 12B, the equal benefits provision of the San Francisco Administrative Code.

ALTERNATIVES CONSIDERED

The alternative to a JOC contract would be to bid each individual project separately. For smaller projects, the administrative costs of preparing bid documents and conducting a procurement process would be prohibitively expensive. The JOC method of contracting has been proven to be an effective and efficient method of completing smaller construction projects.

FUNDING IMPACT

No new funds are required for this contract since all tasks will be funded through existing project budgets from capital and/or operating funds, as appropriate. Federal, state, and local sources will provide funding for the services on an as-needed project-by-project basis.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

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

No other approvals from any other agency are required for the award of this contract.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors award SFMTA Contract No. 1245, Job Order Contract, to Yerba Buena Engineering & Construction Inc as the lowest eligible responsive and responsible bidder, for a contract amount of \$5,000,000 with an option to increase the contract amount by an additional \$2,500,000, and a term not to exceed three years.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, San Francisco Municipal Transportation Agency (SFMTA) Contract No. 1245, Job Order Contract, is an indefinite quantity contract with a predefined set of bid items that are assigned on a task order basis as needed for the performance of public work maintenance, repair, and minor construction projects; and,

WHEREAS, On August 31, 2010, the Executive Director/CEO notified the SFMTA Board of Directors that he had authorized a bid call for Contract No. 1245 in accordance with Board Resolution No. 09-191, which delegates, among other things, the authority to issue bid calls to the Executive Director/CEO; and,

WHEREAS, On September 3, 2010, the SFMTA advertised the bid call for Contract No.1245; and,

WHEREAS, On October 12, 2010, the SFMTA received and publicly opened nine bid proposals in response to its invitation for bids; and,

WHEREAS, The SFMTA determined that Yerba Buena Engineering & Construction Inc. (Yerba Buena) is the lowest eligible responsive and responsible bidder, with an Award Criteria Figure of 1.296; and,

WHEREAS, Angotti& Reilly filed a protest against Yerba Buena claiming that it was non-responsive to the bidding requirements; SFMTA staff determined that the protest was without merit; and,

WHEREAS, The SFMTA Contract Compliance Office reviewed the bid proposals and confirmed that Yerba Buena Engineering & Construction Inc. will meet the Small Business Enterprise participation goal of 22 percent established for this contract and will commit to meeting the Non-discrimination Equal Employment requirements of the contract; and

WHEREAS, All tasks will be funded through existing project budgets from capital or operating funds from Federal, state, and local sources on an as-needed basis; now, therefore, be it

RESOLVED, That SFMTA Board of Directors authorizes the Executive Director/CEO to award SFMTA Contract No. 1245, Job Order Contract, to Yerba Buena Engineering & Construction Inc. as the lowest responsive and responsible bidder, in an amount not to exceed \$5,000,000, with an option to increase the contract amount by an additional \$2,500,000, and a term not to exceed three years.

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

MUNICIPAL TRANSPORTATION AGENCY
City and County of San Francisco

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Authorizing the Executive Director/CEO to execute the Fourth Amendment to SFMTA Contract #4009-08/09 with Cambridge Systematics, Inc. for Transportation Nexus Studies, to modify the scope of services for the ATMF Nexus Study, extend the term of the contract to July 31, 2011, and increase the contract amount by \$165,622 for a total contract amount not to exceed \$638,145.

SUMMARY:

- On June 2, 2009, the SFMTA Board authorized the Executive Director/CEO to execute SFMTA Contract # 4099-08/09 with Cambridge Systematics for an amount not to exceed \$434,992 and a term of nine months, to conduct three nexus studies: an update for the Transit Impact Development Fee, a nexus study required by Planning Code §326.8, and a third study (the ATMF study) addressing mitigation of significant transportation-related environmental effects of new development for purposes of analysis under CEQA.
- This contract has been amended three times; on February 9, 2010, the Executive Director/CEO extended the term from February 28, 2010 to May 29, 2010; on June 1, 2010, the SFMTA Board approved an amendment extending the term to July 28, 2010 and increasing the contract amount by \$20,800; and on September 7, 2010, the SFMTA Board approved an amendment extending the to October 28, 2010, modifying the scope of services for the TIDF update and Bicycle/Pedestrian Nexus Study, and increasing the contract amount by \$16,731 for a total contract amount not to exceed \$472,523.
- The staff report accompanying the third amendment noted that there would be a fourth amendment prepared for completion of the ATMF study once the nexus advisory committee identified the additional services, time, and funds required to complete the study. .
- The nexus advisory committee has completed this determination and developed the attached Fourth Amendment, which would modify the scope of services for completion of the ATMF Nexus Study, extend the term of the contract to July 31, 2011, and increase the contract amount by \$165,622, for a total amount not to exceed \$638,145.

ENCLOSURES:

1. SFMTAB Resolution
2. Fourth Amendment to SFMTA Contract # 4099-08/09

APPROVALS:

DATE

DIRECTOR OF DIVISION

PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION

BE RETURNED TO: Jay de los Reyes

ASSIGNED MTAB CALENDAR DATE: _____

PURPOSE

This item requests authorization for the Executive Director/CEO to execute the Fourth Amendment to SFMTA Contract #4099-08/09 with Cambridge Systematics, Inc. for Transportation Nexus Studies to amend the scope of services to complete the ATMF Nexus Study, extend the term of the contract to July 31, 2011, and increase the contract amount by \$165,622 for a total contract amount not to exceed \$638,145.

GOAL

The contract with Cambridge Systematics as amended will help further the following goals and objectives in the SFMTA Strategic Plan:

Goal 1 – Customer Focus: To provide safe, accessible, clean, environmentally sustainable service and encourage use of auto-alternative modes through the Transit First Policy.

Objective 1.5 Increase percentage of trips using more sustainable modes.

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

Objective 2.2 Ensure efficient transit connectivity and span of service.

Objective 2.3 Fulfill bicycle and pedestrian network connectivity.

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

Objective 3.4 Enhance proactive participation and cooperatively strive for improved regional transportation.

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

Objective 4.2 Ensure efficient and effective use of resources.

DESCRIPTION

Background

In 1981, the Board of Supervisors enacted San Francisco Administrative Code Chapter 38 (now Section 411 of the SF Planning Code), establishing the Transportation Impact Development Fee (TIDF), and setting the fee at \$5.00 per square foot of new office development in Downtown San Francisco to mitigate the impact of such development on the City’s public transit services. The ordinance was amended in 1984, but remained essentially unaltered for 20 years. The TIDF has been an important revenue source for the SFMTA and will continue to be so in the future. Since 1981, more than \$123.3 million (including interest charges on installment payments) of

TIDF has been collected.

In 2004, following a comprehensive review and nexus study, the TIDF ordinance was substantially revised and expanded to all new non-residential development throughout the City. The rates are adjusted for inflation every two years, and currently range from \$9.07 to \$11.34 per square foot, with the next adjustment due on July 1, 2011. The 2004 ordinance also requires that the information and calculations used in setting the rates be updated every five years and that the SFMTA Executive Director prepare a report for the SFMTA Board of Directors and the Board of Supervisors with recommendations as to whether the TIDF should be increased, decreased, or remain the same. The TIDF Nexus Study Update, the first of the three nexus studies authorized by the subject contract, will assist SFMTA in meeting this requirement.

In April, 2008, the Board of Supervisors added Section 326.8 to the San Francisco Planning Code. This section authorized the formation of a task force, consisting of representatives from several City agencies and the SFCTA, to be coordinated by the SFMTA and the Office of City Attorney, in order to conduct "a nexus study establishing the impact of new residential development and new parking facilities on the City's transportation infrastructure and parking facilities" and, if justified, make recommendations to the Board of Supervisors for new impact fees on residential development and projects containing parking facilities. The Comprehensive Transportation Impact Development Fee (CTIDF) Nexus Study (commonly referred to as the Bicycle and Pedestrian Impact Development Fee), the second of the three nexus studies authorized by the subject agreement, will assist in meeting the provisions of Section 326.8 by conducting a study on a) the impact of all new development, whether residential or commercial, on the City's entire transportation infrastructure, including that used by pedestrians and people who travel by bicycle; and b) the feasibility of a CTIDF to mitigate the impact of new development on the City's entire transportation system.

Furthermore, for the past several years, several city and county agencies, primarily the San Francisco (SF) Planning Department and the SF County Transportation Authority (SFCTA), have been working on a policy initiative to replace the automobile Level-of-Service (LOS) standard for measuring the transportation-related environmental impact of new developments, under the California Environmental Quality Act (CEQA), with a new standard based on overall transportation system performance in concert with Auto Trips Generated (ATG) by such new developments. The Auto Trip Mitigation Fee (ATMF) Nexus Study, the third of the three nexus studies authorized by the subject contract, will support the policy initiative already underway and will develop the basis for the potential adoption of a new ATMF to fund facilities and services that mitigate the significant transportation-related environmental impacts of new developments and offset the burden of new development on overall transportation system performance. The interested agencies decided to combine all three studies into one request for proposals (RFP) for a consultant to develop the studies.

In March 2009, a selection panel composed of representatives from the SFMTA, the Planning Department, the SFCTA and the Mayor's Office of Economic and Workforce Development (MOEWD) evaluated the written proposals and oral presentations and scored Cambridge Systematics as the highest-ranked proposer.

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On June 2, 2009, the SFMTA Board authorized the Executive Director/CEO to execute SFMTA Contract # 4099-08/09 with Cambridge Systematics for an amount not to exceed \$434,992 and a term of nine months.

On February 9, 2010, the Executive Director/CEO, acting under his contracting authority extended the term of the contract from February 28, 2010 to May 29, 2010, due to technical issues being encountered. There was no increase in the contract amount.

On June 1, 2010, the SFMTA Board authorized the Executive Director/CEO to execute the Second Amendment to Contract # 4099-08/09 with Cambridge Systematics to extend the term of the contract for an additional 60 days to July 28, 2010, reallocate \$47,409 of existing funds from the public meetings and outreach task (a function which can be performed by the City) to the ATMF nexus study, and increase the contract amount by \$20,800 or 4.8%, for a total contract amount not to exceed \$455,792.

On September 7, 2010, the SFMTA Board authorized the Executive Director/CEO to execute the Third Amendment to extend the term of the contract by 90 days to October 28, 2010, modify the scope of services to update the TIDF Nexus Study and complete the CTIDF study (renamed as the Bicycle and Pedestrian Impact Development Fee, or "BPIDF" to reflect that the study has been focused on bicycle and pedestrian modes of transportation), and increase the contract amount by \$16,731 for a total contract amount not to exceed \$472,523. The purpose of the Third Amendment was to enable completion of the TIDF Update and the BPIDF nexus studies.

The nexus advisory committee (formerly referred to as the steering committee) and the City Attorney's Office determined that a fourth amendment would be necessary for completion of the ATMF study due to the technical complexity of the underlying modeling work, revisions to California's guidelines for measuring transportation impacts under CEQA, and the challenges of developing an innovative approach tailored to San Francisco's transportation system performance needs.

The consultant has completed the analysis required for the TIDF Update and BPIDF nexus studies. The last step in the process, as contemplated in the Third Amendment, is for the nexus advisory committee and consultant to identify the additional services, time, and funds required to complete the ATMF nexus study in a timely fashion. The nexus advisory committee has completed this determination and developed the attached Fourth Amendment to the contract. The Fourth Amendment will enable additional modeling, analysis of transportation system performance under CEQA, potential fee revenues, and the completion of a nexus study documenting this additional analysis. In order to complete this work, the Fourth Amendment will extend the term of the contract until July 30, 2011 and increase the amount of the contract by \$165,622, for a total contract amount not to exceed \$638,145.

The City Attorney has reviewed this report.

ALTERNATIVES CONSIDERED

An alternative to extending this contract would be to complete the ATMF Nexus Study “in-house.” Staff determined that the City does not have the specialized expertise or staff resources to perform and complete all the services required for a nexus study of such scope and complexity.

Another alternative would be to rebid rather than extend the contract. Staff has determined that rebidding, including going through another Request for Proposals process, would take longer and cost more than increasing the contract amount and extending the contract term in accordance with the proposed amendment.

FUNDING IMPACT

This Fourth Amendment to the contract increases the contract amount by \$165,622 for a total contract amount not to exceed \$638,145. The nexus advisory committee is discussing the allocation of the additional costs according to the cost sharing arrangement contained in an existing MOU; SFMTA pays 46%, MOEWD 23%, SFCTA 23%, and SF Planning Department 8% of the costs.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

Since the City Attorney's Office is also a party to the contract, the proposed amendment also requires approval by that office in addition to the approval as to form required for all City contracts.

The SFMTA Contract Compliance Office confirms that the prime consultant, Cambridge Systematics, has submitted documentation indicating that it has maintained its commitment to meet 15% LBE participation goal established for this contract.

This contract amendment requires the SFMTA Board's approval because it extends the original term and increases the contract amount by more than 25%.

In addition, this contract amendment requires the approval of the Civil Service Commission because it extends the original term by more than 50%.

RECOMMENDATION

SFMTA staff recommends that the SFMTA Board authorize the Executive Director/CEO to execute the Fourth Amendment to SFMTA Contract #4009-08/09 with Cambridge Systematics, Inc. for Transportation Nexus Studies, to modify the scope of services for the ATMF Nexus Study, extend the term of the contract to July 31, 2011, and increase the contract amount by \$165,622 for a total contract amount not to exceed \$638,145.

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

RESOLUTION No. _____

WHEREAS, The original Transit Impact Development Fee (TIDF) ordinance as enacted by the San Francisco Board of Supervisors in 1981 imposed an impact fee on new office development in Downtown San Francisco to mitigate the impact of such development on the City's public transit system; and

WHEREAS, Administrative Code Chapter 38 (now Chapter 411 of the SF Planning Code), implementing the TIDF was substantially revised and expanded in 2004 to increase the TIDF, expand its scope to include non-residential development throughout the City of San Francisco, require that the information and calculations used to determine the TIDF rates be updated every five years, and that the Executive Director prepare and submit a report to the SFMTA Board and Board of Supervisors with recommendations as to whether the TIDF should be increased, decreased, or remain the same; and

WHEREAS, Section 326.8 of the San Francisco Planning Code directs the formation of a Task Force, consisting of various City and County agencies and the San Francisco County Transportation Authority and coordinated by the SFMTA and Office of City Attorney, to conduct a nexus study establishing the impact of new residential development and parking facilities on the City's entire transportation infrastructure and make recommendations to the Board of Supervisors for funding new transportation infrastructure and services, including new residential development and parking impact fees; and

WHEREAS, The interested agencies met and agreed on a comprehensive scope and timeline for the nexus studies, and further agreed that a consultant should be retained to assist with the TIDF update required by Administrative Code Section 38.7, the nexus study directed by Planning Code Section 326.8, and an additional nexus study to evaluate a development fee to mitigate significant transportation-related environmental effects of new development for purposes of environmental analysis under the California Environmental Quality Act ("CEQA"), as measured by new automobile trips generated; and

WHEREAS, On June 2, 2009, the SFMTA Board of Directors authorized the Executive Director/CEO to execute an agreement with Cambridge Systematics, Inc. for Transportation Nexus Studies for a term of nine months and an amount not to exceed \$434,992; and

WHEREAS, The First Amendment to the agreement, extending the term from February 28, 2010 to May 29, 2010 was approved by the Executive Director/CEO under his contract authority on February 9, 2010; and

WHEREAS, On June 1, 2010, the SFMTA Board of Directors approved the Second Amendment to the agreement extending the term to July 28, 2010 and increasing the contract amount by \$20,800 for a total contract amount not to exceed \$455,792; and

WHEREAS, On September 7, 2010 the San Francisco Municipal Transportation Agency Board of Directors authorized the Executive Director/CEO to execute the Third Amendment to SFMTA Contract #4009-08/09 with Cambridge Systematics, Inc. for Transportation Nexus Studies, to extend the term of the contract by 90 days to October 28, 2010, modify the scope of services with respect to trip generation data, reports and meetings, and increase the contract amount by \$16,731 for a total contract amount not to exceed \$472,523; and

WHEREAS, Completion of the ATMF nexus study, the final nexus study under the contract, requires additional time and resources in order to provide additional modeling, analysis of transportation system performance under CEQA, potential fee revenues, and the completion of documentation of this additional analysis; and

WHEREAS, Extension of the term of the contract requires approval from the Civil Service Commission, which is being sought by SFMTA staff; now, therefore, be it

RESOLVED, That the SFMTA Board authorize the Executive Director/CEO to execute the Fourth Amendment to SFMTA Contract #4009-08/09 with Cambridge Systematics, Inc. for Transportation Nexus Studies, to modify the scope of services for the ATMF Nexus Study, extend the term of the contract to July 31, 2011, and increase the contract amount by \$165,622 for a total contract amount not to exceed \$638,145.

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

Attachment 2

City and County of San Francisco

**Municipal Transportation Agency
One South Van Ness Ave. 7th floor
San Francisco, California 94103**

**Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102**

Fourth Amendment to SFMTA Contract #4009-08/09 Agreement between the City and County of San Francisco and Cambridge Systematics, Inc. for Transportation Nexus Studies

THIS AMENDMENT ("Amendment") is made as of November ____, 2010, in San Francisco, California, by and between Cambridge Systematics, Inc. ("Contractor") and the City and County of San Francisco ("City"), acting by and through its Municipal Transportation Agency ("SFMTA") and Office of the City Attorney ("City Attorney").

RECITALS

- A. City and Contractor have entered into the Agreement (as defined below).
- B. The Agreement provides that detailed tasks, subtasks, deliverables, and schedules will be agreed upon by the City and Contractor in order to implement Task 3, Automobile Trip Mitigation Fee, along the guidelines provided in Section C of the Agreement.
- C. City and Contractor desire to modify the Agreement as set forth herein.

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

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

- a. Agreement.** The term "Agreement" shall mean the Agreement to conduct three transportation nexus studies dated June 23, 2009 between Contractor and City, as amended by the First Amendment dated February 9, 2010, the Second Amendment dated May 28, 2010, and the Third Amendment dated September 30, 2010.
- b. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

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

a. *Section 2 (Term of the Agreement) is amended to read as follows:*

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from June 23, 2009 to July 31, 2011.

b. *Section 5 (Compensation) is amended to read as follows:*

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the SFMTA's Executive Director/CEO, in his or her sole discretion, and with the concurrence of the City Attorney, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed six hundred thirty eight thousand one hundred forty five (\$638,145), unless this Agreement is modified in accordance with its terms. The breakdown of costs associated with this Agreement appears in Attachment B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

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 SFMTA, with the concurrence of the City Attorney, 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 HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the 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 HRC's Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

c. *Attachment A (Services to be Provided by Contractor) is amended by amending Section C (Work Plan) as set forth in Exhibit 1.*

d. *Attachment B (Calculation of Charges) is amended by adding a new Table 3 as set*

forth in Exhibit 2.

3. Effective Date. The modifications set forth herein shall be effective as of October 31, 2010.

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

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

CITY
San Francisco Municipal Transportation
Agency

CONTRACTOR
Cambridge Systematics, Inc.
City vendor number: 69909

Nathaniel P. Ford Sr.
Executive Director / CEO

Steven M. Pickrell
Senior Vice-President

Dennis J. Herrera
City Attorney

By: _____
Marisa Moret
Managing Attorney

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
David A. Greenburg
Deputy City Attorney

AUTHORIZED BY:

**MUNICIPAL TRANSPORTATION
AGENCY BOARD OF DIRECTORS**

Resolution No: _____

Adopted: _____

Attest: _____
Roberta Boomer, Secretary to the
SFMTA Board of Directors

EXHIBIT 1

Fourth Amendment to Agreement; Amendment to Attachment A:

Services to be Provided by Contractor

Attachment A to the Agreement is amended as follows:

1. Task 3 is amended by deleting the eight Study Tasks and replacing them with the following Study Tasks:

1. Complete Initial Analysis of SF-CHAMP modeling and Transportation Demand Management ("TDM"). Evaluate SF-CHAMP data and TDM adjustments, and propose system performance metric(s). The preferred metric(s) should be consistent with the Transit First policy and environmental concerns relevant under CEQA. Required subtasks include the following:
 - a. Identify proposed Transportation Demand Measures.
 - b. Develop Trip Generation Rates for new development.
 - c. Identify extent of nexus between impacts of new development, system performance, and ATG from new development.
 - d. Develop additional model runs, as needed, and present results.
 - e. Recommend fee rate(s).
 - f. Establish and define general categories of projects that may be eligible for future expenditures.
 - g. Document anticipated sources of non-ATMF funds.
2. Finalize Nexus Study Report and all supporting memoranda.
 - a. Provide multiple rounds of review and comment by the City Attorney's Office working with the Nexus Advisory Group.
3. Support ATMF next steps, including implementation if adopted.
 - a. Provide background support for the environmental review of the ATMF program; and
 - b. Assist with development of administrative processes for implementing the ATMF program consistently with the Mitigation Fee Act, in the event that the ATMF program is adopted.

EXHIBIT 2

Attachment B is amended by adding a new Table 3 as follows:

Table 3
Calculation of Charges- Fourth Amendment

The table below shows the names of the consulting staff to perform the scope of services, their respective position titles and hourly fees, the projected number of hours and calculated costs for the additional tasks described in the Scope of Services to be Provided by Contractor (Attachment A), as amended by the Fourth Amendment to SFMTA Contract #4009-08/09.

Name	Labor Category	Rate	TIDF Hours*	TIDF Dollars	BPIDF Hours	BPIDF Dollars*	ATMF Hours	ATMF Dollars	Total Hours	Total Dollars
<i>CAMBRIDGE SYS.</i>										
Chris Wornum	Principal	\$262.00	0	0	0	0	164	\$42,968	164	\$42,968
Ryan Green-Roesel	Associate	\$133.00	0	0	0	0	415	\$55,195	415	\$55,195
<i>CONSULTANTS</i>										
Urban Economics		\$200.00	0	0	0	0	400	\$80,000	400	\$80,000
<i>SUBCONTRACTORS</i>										
Envirotrans Solutions		\$200.00	0	0	0	0	0	\$0	0	\$0
Nelson/Nygaard		\$132.57	0	0	0	0	0	\$0	0	\$0
Seifel Consulting		\$250.00	0	0	0	0	70	\$17,500	70	\$17,500
<i>GRAND TOTAL</i>			0	0	0	0	1,049	\$195,622	1,049	\$195,622
Less:Remaining Funds										- \$30,000
Addl Funds Required										\$165,622

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Authorizing the Executive Director/CEO to execute a lease between the City and County of San Francisco (City), through its Municipal Transportation Agency (SFMTA), and the State of California (State), through its Department of Transportation (Caltrans) to use a portion of Caltrans Airspace Lease Area No. 04-SF-BT-06 for the Central Subway Project (Project) as a construction staging area for eight years with one one-year extension option.

SUMMARY:

- SFMTA needs an open space by the future Project subway portal on 4th Street between Bryant and Harrison Streets for the purpose of installing, maintaining, using, and operating a construction, operations and maintenance yard for the Project.
- Caltrans agrees to lease an approximately 196,587 square foot portion (Premises) of its property between 4th and 5th Streets and Harrison and Bryant Streets (Lease Area No. 04-SF-BT-06), adjacent to the future Project subway portal, to the Project for this purpose.
- The lease would be for eight years, with one one-year extension option, commencing on December 1, 2011 at an initial rental rate of \$68,000 per month, with an annual adjustment based on the Greater San Francisco Bay Area's Consumer Price Index.
- Funding for the lease will be furnished from the Project's budget.
- The SFMTA Board of Directors is requested to approve a resolution authorizing the Executive Director/CEO to execute an Airspace Lease Agreement for Caltrans Lease Area No. 04-SF-BT-06 between the City, through SFMTA, and the State, through Caltrans, to lease the Premises for eight years with one one-year extension option.

ENCLOSURES:

1. SFMTAB Resolution
2. Project Budget & Financial Plan
3. Airspace Lease Agreement for Caltrans Lease Area No. 04-SF-BT-06 between the City, through the SFMTA, and the State, through Caltrans

APPROVALS:	DATE:
DIRECTOR OF DIVISION PREPARING	
CALENDAR ITEM: _____	_____
FINANCE (IF APPLICABLE): _____	_____
EXECUTIVE DIRECTOR/CEO: _____	_____
BOARD SECRETARY: _____	_____

ADOPTED RESOLUTION TO BE Ken Yee
 RETURNED TO:
 ASSIGNED SFMTAB CALENDAR DATE _____

PAGE 2

PURPOSE

The proposed resolution authorizes the Executive Director/CEO to execute a lease between the SFMTA and the California Department of Transportation (Caltrans) to use an approximately 196,587 square foot portion of Caltrans Airspace Lease Area No. 04-SF-BT-06, for the staging area required for the construction of the Central Subway Project.

GOAL

The Project is a critical transportation improvement linking neighborhoods in the southeastern part of San Francisco with the retail and employment centers in downtown and Chinatown. Leasing the Premises for the Project is consistent with the SFMTA Strategic Plan in the following goals and objectives:

Goal 1: Customer Focus to provide safe, accessible, clean, environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First Policy

Objective 1.3 Reduce emissions as required by SFMTA Clean Air Plan

Objective 1.4 Improve accessibility across transit service

Objective 1.5 Increase percentage of trip using more sustainable modes

Goal 2 – System Performance to get customers where they want to go, when they want to be there

Objective 2.2 Ensure efficient transit connectivity and span of service

Objective 2.4 Reduce congestion through major corridors

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 a leader in the industry

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

Objective 3.2 Pursue internal and external customer satisfaction through proactive outreach and heightened communication conduits

Objective 3.3 Provide a working environment that fosters a high standard of performance, recognition for contributions, innovations, mutual respect and a healthy quality of life

Objective 3.4 Enhance proactive participation and cooperatively strive for improved regional transportation

Goal 4 – Financial Capacity to ensure financial stability and effective resource utilization

Objective 4.2 Ensure efficient and effective use of resources

DESCRIPTION

Background:

The Project, Phase II of the Third Street Light Rail Transit Project, will provide rail service to the Financial District and Chinatown, the most densely developed areas of San Francisco. The new light rail line will serve regional destinations such as Chinatown, Union Square,

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the Moscone Convention Center, Yerba Buena and AT&T Park as well as connect directly to Bay Area Rapid Transit (BART) and Caltrain, the Bay Area's two largest regional commuter rail services. The primary purpose of the Third Street Light Rail Transit Project is to accommodate existing and future transit ridership in the corridor with greater reliability, comfort and speed. By 2030, the San Francisco Planning Department projects a 26 percent increase in overall corridor population and a 61 percent increase in corridor employment. These increases are greater than the increases anticipated for the City as a whole. The Central Subway will serve both the mobility needs of existing land uses (with 56,000 riders projected for 2016) and future development (with 78,000 riders projected for 2030).

The Third Street Light Rail Transit Project will significantly improve travel times, reducing a current 46-minute bus trip between the southern terminus in Visitacion Valley and the northern terminus in Chinatown by 15 minutes to a more reasonable 31-minute light rail transit ride. For riders using only the Central Subway portion, travel times will be reduced to less than half of current travel times, from a 20-minute bus ride to a 7-minute subway ride between the Caltrain terminal and Chinatown. The Central Subway will allow transit to bypass the congestion faced by traffic and buses on city streets. Critical populations will be well served by the Project, bringing improved service to low-income, minority and no-car households, decreasing travel time and improving reliability. Over half of the benefits for those who use the Central Subway are expected to accrue to low-income people, who comprise 19 percent of the total households along the Third Street alignment. The 2000 census shows that 54 percent of the households along the entire corridor do not have access to a vehicle; within the Central Subway portion of the alignment 68 percent of the households are transit-dependent.

The Project will issue seven construction contracts with a total estimated construction cost of approximately \$725 million. The construction started in 2010 and will continue for 8 years.

The Federal Transit Administration (FTA) approved the Project schedule and budget, and have provided for additional schedule and budget contingency.

Current Status:

The Project has completed the preliminary engineering work. Currently, one construction contract has been awarded to relocate utilities in the Moscone Station and the portal locations. One more construction contract to relocate utilities in the Union Square/Market Street Station location is currently being advertised for bids. Five additional construction contracts are in the final design phase. The tunnel construction contract is expected to be advertised in February 2011, and tunnel construction is scheduled to begin in 2011. Project construction is expected to be completed in 2018.

Caltrans Lease is Required for the Project Staging Area

SFMTA needs to use the Premises the purpose of installing, maintaining, using, and operating a construction, operations and maintenance yard for the construction of the Project subway portal and tunnel.

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SFMTA wishes to enter into the Airspace Lease Agreement Area No. 04-SF-BT-06 Account No. 04-A70001-06-2 for eight years with one one-year extension option, commencing on December 1, 2011 for \$68,000 per month or \$816,000 per year, with an annual adjustment based on the Greater San Francisco Bay Area's Consumer Price Index.

Funding for the lease will be furnished from the Project's budget.

ALTERNATIVES CONSIDERED

There are no alternative 196,587 square foot sites for the location of the Operations Yard in the Project right of way near the Project tunnel portal on 4th Street, other than the Caltrans Lease area between 4th and 5th Streets and Harrison and Bryant Streets.

FUNDING IMPACT

The \$1.578 billion FTA New Starts Project, including this proposed easement acquisition, is to be funded by a combination of federal, state and local money. The Project Budget & Financial Plan is set forth in Enclosure 3.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

No additional City approvals needed for the lease.

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

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors approve a resolution authorizing the Executive Director/CEO to execute a lease between the City, through the SFMTA, and the State, through Caltrans for a portion of Airspace Lease Area No. 04-SF-BT-06 Account No. 04-A70001-06-2 for eight years with one one-year extension option.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) temporarily needs an open space by the future Central Subway Project (Project) subway portal on 4th Street between Bryant and Harrison Streets for the purpose of installing, maintaining, using, and operating a construction, operations and maintenance yard for the Project;

WHEREAS, The State of California (State), through its Department of Transportation (Caltrans) agrees to lease a portion of its Airspace Lease Area No. 04-SF-BT-06, which is adjacent to the future Project subway portal, for this purpose; and

WHEREAS, SFMTA and Caltrans wish to enter into an Airspace Lease Agreement for Lease Area No. 04-SF-BT-06 for eight years with one one-year extension option, commencing on December 1, 2011 for \$68,000 per month (\$816,000 per year), with an annual adjustment based on the Greater San Francisco Bay Area's Consumer Price Index.

WHEREAS, Funding for the lease will be furnished from federal, state and local sources; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Executive Director/CEO to execute the Airspace Lease Agreement for Lease Area No. 04-SF-BT-06, an approximately 196,587 square foot portion of property between 4th and 5th Streets and Harrison and Bryant Streets, between the City, through the SFMTA, and the State, for eight years with one one-year extension option.

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

Secretary, Municipal Transportation Agency Board

ENCLOSURE 2
 THIRD STREET LIGHT RAIL PROJECT
 CENTRAL SUBWAY

Caltrans Airspace Lease Area No. 04-SF-BT-06 Account No. 04-A70001-06-2

Cost	(\$Million)
Conceptual and Preliminary Engineering	59.41
Program Management & Construction Management	132.78
Final Design	85.94
Construction Contracts	986.68
Vehicles	26.39
Contingency	160.26
Right-of-Way	34.84
Other Professional Services	92.00
Total Central Subway Cost	\$ 1,578.30

Funding	(\$Millions)
Federal 5309 New Starts	942.20
State RTIP Grant	88.00
CMAQ	6.03
State TCRP Grant	14.00
Proposition 1B-2006 MTC Share	100.00
Proposition 1B-MTA Share	100.00
Proposition Additional 1B-MTA Share	40.00
Proposition K Sales Tax Funds	123.98
High Speed Rail Funds	27.00
Option Local and Regional Sources	137.09
Total Central Subway Funding	\$ 1,578.30

ENCLOSURE 3

Airspace Lease Agreement for Caltrans Lease Area No. 04-SF-BT-06 between the City, through the SFMTA, and the State, through Caltrans

AIRSPACE LEASE AGREEMENT

ARTICLE 1. SUMMARY OF LEASE AGREEMENT PROVISIONS

LANDLORD: CALIFORNIA DEPARTMENT OF TRANSPORTATION

TENANT: CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS MUNICIPAL TRANSPORTATION AGENCY

PREMISES: A portion of SF-BT-06 [Between 4th and 5th Streets], as further depicted on Exhibit A, Located in the City of SAN FRANCISCO, County of SAN FRANCISCO, State of California, with a portion of the Premises comprised of approximately 136,127 square feet and depicted as the "Active Area" on Exhibit A and the remaining portion of the Premises comprised of approximately 60,460 square feet and depicted as the "Maintenance Area" on Exhibit A

LEASE TERM: 8 years plus one individual 1 year option term Commencing December 1, 2011 (approximate) and expiring on December 1, 2019 (approximate), as may be revised (Article 3)

MONTHLY RENT: \$68,000.00 per month [\$816,000 per year] (Article 4)

ADJUSTMENT TO RENT: Annual CPI adjustments (Article 4)

SECURITY DEPOSIT: \$ 0.00 (Article 18)

Use: Construction yard, including administration, operations, maintenance, processing and storage activities, for the San Francisco Municipal Transportation Agency ("SFMTA") Central Subway project (Article 5)

COMMERCIAL GENERAL LIABILITY INSURANCE: \$5,000,000. (Self Insured) (Article 10)

ADDRESS FOR NOTICES: (Article 19)

To LANDLORD:

Via US Mail:

Department of Transportation
Right of Way Airspace MS 11
P.O. Box 23440
Oakland, CA 94623-0440

In Person:

Department of Transportation
Right of Way Airspace MS 11
111 Grand Avenue
Oakland, CA 94612-3771

To TENANT: SFMTA Real Estate Section - Finance and Information Technology Division

San Francisco Municipal Transportation Agency
1 South Van Ness Avenue, 8th Floor
San Francisco, CA 94103
Contact: Senior Manager
Phone: 415-701-4323 Fax: 415-701-4341

References in this Article 1 to the other Articles are for convenience and designate other Articles where references to the particular item contained in the Summary of Lease Provisions appear. Each reference in this Lease to the Summary of Lease Provisions contained in this Article 1 shall be construed to incorporate all of the terms provided under the Summary of Lease

Provisions. In the event of any conflict between the Summary of Lease Provisions and the balance of the Lease, the latter shall control.

(Lease Area No. 04-SF-BT-06)
(Account No. 04-A70001-06-01)
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
AIRSPACE LEASE AGREEMENT

THIS LEASE, dated _____, is by and between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "Landlord," and the SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY, hereinafter called "Tenant."

W I T N E S S E T H

For and in consideration of the rental and of the covenants and agreements hereinafter set forth to be kept and performed by the Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises herein described for the term, at the rental and subject to and upon all of the terms, covenants and agreements hereinafter set forth.

ARTICLE 2. PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term, at the rent, and upon the covenants and conditions hereinafter set forth, that certain Premises known as a portion of Airspace Lease Area No. 04-SF-BT-06, situated in the City of SAN FRANCISCO, County of SAN FRANCISCO, said land or interest herein being shown on the map or plat marked "Exhibit A," attached hereto and by this reference made a part hereof.

EXCEPTING THEREFROM all those portions of the above-described property occupied by the supports and foundations of the existing structure.

ALSO EXCEPTING THEREFROM all that portion of said property above a horizontal plane 5 feet below the underside of the superstructure of the existing structure, which plane extends to a line 10 feet, measured horizontally, beyond the outermost protrusion of the superstructure of said existing structure (the "Structure Area"); provided, however, that Tenant shall have the right to enter the Structure Area when moving equipment, materials or vehicles on the Premises.

This Lease is subject to (1) all easements, covenants, conditions, restrictions, reservations, rights of way, liens, encumbrances and other matters of record, (2) all matters discoverable by physical inspection of the Premises or that would be discovered by an accurate survey of the Premises and (3) all matters known to Tenant or of which Tenant has notice, constructive or otherwise. Landlord hereby represents that, except for this Lease, it has not issued any leases, permits, easements or any other agreements that provide any third party with the right to use or occupy any portion of the Premises during the term of this Lease.

ARTICLE 3. TERM

The term of this Lease shall be for 8 Years, commencing December 1, 2011 ("Commencement Date"); provided, however, that Tenant shall have the right to change the Commencement Date by delivering at least 60 days' prior written notice (the "Revised Date Notice") of the changed date to Landlord at any time on or before October 1, 2011, and such changed Commencement Date shall automatically become the "Commencement Date". On February 18, 2010, Tenant submitted an application for an encroachment permit (the "Encroachment Permit") from Landlord for the installation of certain improvements and structures at the Premises that are necessary for Tenant's permitted uses of the Premises pursuant

to this Lease. If Landlord has not issued the Encroachment Permit to Tenant as of the Commencement Date, Tenant shall have the right to reschedule the Commencement Date to any day during the 30-day period immediately following the date that Landlord delivers the Encroachment Permit to Tenant by delivering written notice (the "Rescheduled Date Notice") of such election at least at least 10 days prior the then scheduled Commencement Date. If Tenant timely delivers a Revised Date Notice or a Rescheduled Date Notice to Landlord, then Landlord shall deliver to Tenant a notice confirming the changed Commencement Date, but Landlord's failure to do so shall not affect the commencement of the Term on the changed date specified in the Revised Date Notice or the Rescheduled Date Notice, as applicable.

The term of this Lease shall terminate on the 8th anniversary of the Commencement Date (the "Initial Termination Date"); provided, however, that Tenant shall have four rights to exercise an option to extend the lease for one additional 1-year period after the Initial Termination Date upon giving notice no later than 30 days prior to the Initial Termination Date, with the monthly rent rate specified in Article 4 and all other terms and conditions of the Lease set forth herein to continue unchanged. Either party hereto shall have the right to terminate this Lease upon no less than ninety (90) days written notice to the other party, or by mutual consent as pursuant to the terms and conditions in Article 13.

ARTICLE 4. RENT

4.1 Minimum Monthly Rent

Tenant shall pay to Landlord as minimum monthly rent, without deduction, setoff, prior notice, or demand, the sum of \$ ~~68,000.00~~ per month, in advance on the first day of each month, commencing on the Commencement Date. Minimum monthly rent for the second rent year and beyond (including any extension option terms) shall be adjusted pursuant to section 4.2 below.

Minimum monthly rent for the first month or portion of it shall be paid on the Commencement Date. Minimum monthly rent for any partial month shall be prorated at the rate of 1/30th of the minimum monthly rent per day. All rent checks shall have printed on their face the following tenancy reference number 04-A70001-06-01 and shall be paid to Landlord at the following address:

Via Mail:

Department of Transportation
Attn: Cashier
P.O. Box 168019
Sacramento, CA 95816

Via Hand Delivery:

Department of Transportation
Attn: Cashier
1820 Alhambra Blvd., 2nd Floor
Sacramento, CA 95816

OR Department of Transportation
Right of Way Airspace Development
111 Grand Avenue, MS 11
Oakland, CA 95612

4.2 Adjustment to Rent

The minimum monthly rent provided for in Section 4.1 shall be subject to an adjustment at the commencement of the second year after the Commencement Date and every year thereafter as follows:

For the adjustments due, the annual increase will be based on the Consumer Price Index (All Urban Consumers – All Items) in the San Francisco – San Jose area, published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is published for the second month prior to the month in which the term commences or the month in which the most recent Calculation Period commences ("Beginning Index"). The period between each

adjustment date is referred to herein as the "Calculation Period." If the Index published for the second month immediately preceding the month of the adjustment date ("Extension Index") has increased over the Beginning Index, the adjusted minimum monthly rent for the following month shall be set by multiplying the then minimum monthly rent, as previously adjusted, by a fraction, the numerator of which is the Extension Index and denominator of which is the Beginning Index. If the Extension Index is equal to or less than the Beginning Index, no adjustment shall be made to the minimum monthly rent as previously adjusted. This automatic adjustment shall be calculated using the following formula:

$$A = M \times B/C$$

A = Adjusted minimum monthly rent

M = Minimum monthly rent stated in Section 4.1, or in effect at the beginning of the current Calculation Period.

B = "Extension Index," the Index published for the second month prior to the month in which each rental rate adjustment is to become effective.

C = "Beginning Index," the Index published for the second month prior to the month in which the term commences or in which the current Calculation Period commences.

In no event shall the minimum monthly rent be reduced by any calculation made pursuant to this section. The Beginning Index for this Lease will be the Index as determined for October of 2011; provided, however, that if the Commencement Date is revised under Article 3, the Beginning Index will be the Index as determined for the second month prior to the adjusted Commencement Date. If the Index is changed so that the base year differs from that used as of the period immediately preceding the date on which the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of this Lease, any similar index published by any branch of the United States Government shall be used in order to obtain substantially the same result as if the Index had not been discontinued or revised, and if no such other index is published another index generally recognized as authoritative shall be substituted by Landlord.

4.3 Landlord's Compensation upon Assignment, Transfer or Sublease of Tenant's Leasehold

(a) In the event that Landlord permits Tenant to voluntarily assign, transfer or sublease any of Tenant's rights in the Premises, Tenant shall pay to Landlord compensation in connection with the transaction in an amount equal to fifty percent (50%) of any and all consideration, whether in present payments or in future payments, which Tenant receives from an assignee, transferee or subtenant in excess of the amount of rent Tenant is obligated to pay to Landlord under this Lease; provided, however, that Tenant shall have the right from time to time, upon notice to but without the consent of Landlord, to transfer this Lease or use and occupancy of all or any of the Premises to any department, commission or agency of Tenant for any or all of the uses permitted under this Lease without payment of any such compensation and without obtaining Landlord's consent.

(b) Payment by Tenant of the amount of compensation required under this Section 4.3 is a condition to Landlord's giving its consent to any assignment, transfer or sublease under Article 16, and Landlord may withhold its consent to any such assignment, transfer or sublease until this compensation has been paid. In addition, before Landlord gives its consent to any such transaction, Tenant shall deliver to the assignee, transferee or subtenant a written summary of all sums due and owing to Landlord under this section and shall deliver to Landlord a written acknowledgement by the assignee, transferee or subtenant that said person affirms that the sums

are due and owing to Landlord and that said person accepts responsibility for ensuring that such sums are paid directly to Landlord.

4.4 Reevaluation of Minimum Monthly Rent [Intentionally deleted]

4.5 Reevaluation on Change in Use

Landlord expressly reserves the right to establish a new minimum monthly rent as a condition to Landlord's approval of any use of the leased Premises not specifically permitted by Section 5.1 and as a condition to any amendment to or changes in the uses permitted by that section.

4.6 Reevaluation on Transfer

Although Article 16 generally prohibits any assignments, transfers, subleases, and encumbrances, Landlord expressly reserves the right to establish a new minimum monthly rent as a condition to Landlord's specific approval of any transfer, or assignment of this Lease or any subletting of all or any portion of the leased Premises.

ARTICLE 5. USE

5.1 Specified Use

The Premises shall be used and occupied by Tenant and Tenant's contractors and subcontractors only and exclusively for the purpose of installing, maintaining, using, and operating a construction, operations and maintenance yard for Tenant's Central Subway project (the "Operations Yard"), including administration, operations, maintenance, processing activities, storage activities for materials (including muck, excavated dirt and spoils) and equipment, equipment cleaning activities (including wheel washing), water treatment activities, and parking, with temporary offices, workshops, sanitation facilities, personal safety facilities, changing areas, a temporary electrical substation and a temporary grout plant (collectively, the "Active Uses") and for Tenant's performance of its obligations under this Lease (the "Maintenance Uses"). Tenant shall use and occupy the Maintenance Area only for the Maintenance Uses, provided, however, that Tenant shall have the right to additionally use and occupy the Maintenance Area for the Active Uses during any time that Landlord possesses any portion of the Active Area or restricts Tenant's use of the Premises pursuant to Section 12.2

The Active Uses and the Maintenance Uses shall be collectively referred to as the "Permitted Uses". Tenant shall not use the Premises for any purpose other than the Permitted Uses whatsoever without obtaining prior written consent of Landlord and the concurrence of the Federal Highway Administration. The Permitted Uses shall include, but not be limited to, the (i) installation, maintenance, use, operation and removal of the temporary improvements and structures (the "Temporary Improvements") described in the Encroachment Permit, provided that Tenant performs its obligations under the Encroachment Permit, and (ii) parking of vehicles used in connection with the construction of the Tenant's Central Subway project and vehicles of Tenant's employees, agents, representatives and invitees while such parties are working on Central Subway project matters.

Tenant's anticipated layout of the Operations Yard is attached as Exhibit B (the "Yard Plan"). Landlord has reviewed and believes that the Yard Plan will not create a traffic safety or operations problem for the freeway structure on and adjacent to the Premises and its associated ramps (the "Freeway Improvements"). The Yard Plan may be changed by Tenant at any time without Landlord's consent if such revised Yard Plan complies with the requirements of this Lease. Tenant will provide Landlord with a copy of any revised Yard Plan on request and, Landlord will notify Tenant if the existing or revised Yard Plan creates a traffic safety or operations problem for the Freeway Improvements. Notwithstanding the above, Landlord shall have the right to require Tenant to revise the Yard Plan or eliminate certain elements of such

revised Yard Plan if the revised Yard Plan as employed by Tenant creates a traffic safety or operations problem for the Freeway Improvements, as may be determined and concluded solely by Landlord. Failure of Tenant to make such required revisions in a manner that remediates the traffic safety or operations problem shall be considered a material breach. In the event Tenant breaches any of the provisions of this Section, and Tenant fails to cure such breach during the cure period specified in Article 15, Landlord shall have the remedies specified in such Article.

If at any time during the term of this Lease, Tenant uses the Premises for any use other than as specified above, this shall be considered a default as defined in Section 15.1 and Landlord shall be afforded its option of remedies per Section 15.2.

5.2 Condition of Premises

Tenant hereby accepts the Premises in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, state, and federal laws, ordinances and regulations governing and regulating the use of the Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the condition of the Premises or the suitability thereof for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises except as provided in this Lease. Notwithstanding anything to the contrary in the foregoing, at the time Landlord delivers the Premises to Tenant, Landlord shall clear the Premises of any parties that previously leased the Premises from Landlord or such parties' subtenants or licensees.

Except as may be otherwise expressly provided in this Lease, the taking of possession of the Premises by Tenant shall in itself constitute acknowledgement that the Premises are in good and tenantable condition, and Tenant agrees to accept the Premises in its presently existing conditions "as is," and that the Landlord shall not be obligated to make any improvements or modifications thereto except to the extent that may otherwise be expressly provided in this Lease.

Tenant represents and acknowledges that it has made a sufficient visual investigation of the conditions of the Premises existing immediately prior to the execution of this Lease and is satisfied that the Premises will safely support the type of improvements, if any, to be constructed and maintained by Tenant upon the Premises, that the Premises is otherwise fully fit physically and lawfully for the uses required and permitted by this Lease and that Tenant accepts all risks associated therewith.

Tenant acknowledges that (1) Landlord has informed Tenant prior to the execution of this Lease that the Landlord does not know nor has reasonable cause to believe that any release of any hazardous material has come to be located on or beneath the Premises; (2) prior to the Commencement Date, Landlord will make available to Tenant, for review and inspection, records in the possession or control of the Landlord which might reflect the potential existence of hazardous materials on or beneath the Premises and notify Tenant if it knows or has reasonable cause to believe that any release of hazardous material has come to be located on or beneath the Premises between the execution of this Lease and the Commencement Date; (3) Landlord will provide Tenant access to the Premises for a reasonable time and upon reasonable terms and conditions prior to the Commencement Date for purposes of providing to Tenant the opportunity to investigate, sample, and analyze the soil and groundwater on the Premises for the presence of hazardous materials; (4) by signing this Lease, as of the date of such execution, Tenant represents to Landlord that Tenant does not currently know nor has reasonable cause to believe that any release of hazardous material has come to be located on or beneath the Premises; and (5) as of the date of execution of this Lease, Tenant has no knowledge nor reasonable cause to believe hazardous material has come or will come to be located on or beneath the Premises. If Tenant discovers any hazardous materials at the Premises prior to the Commencement Date, Tenant shall notify Landlord in writing and Tenant shall have no responsibility for any

remediation therefor except to the extent that Tenant negligently causes an additional release of such pre-existing hazardous materials. The phrase "hazardous material," as used herein, has the same meaning as that phrase has in Section 5.6 of this Lease.

Tenant agrees that, except as otherwise expressly provided in this Lease, Tenant is solely responsible without any cost or expense to the Landlord to take all actions necessary, off as well as on the Premises to maintain and use the Premises after the Commencement Date as required by this Lease and in compliance with all applicable laws and regulations.

5.3 Compliance with Law

Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, zoning restriction, ordinance, or governmental rule or regulation or requirements of duly constituted public authorities now in force or which may hereafter be in, or with the requirements of the State Fire Marshal or other similar body now or hereafter constituted, applicable to Tenant's use and occupancy of the Premises (each, an "Applicable Law"). The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any Applicable Law shall be conclusive of that fact as between Landlord and Tenant. Tenant shall not knowingly allow the Premises to be used for any unlawful purpose, nor shall Tenant knowingly cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or knowingly allow any waste to be committed in or upon the Premises. Landlord agrees that Tenant's use of the Premises as a construction yard, as further described in section 5.1, is not a nuisance or be deemed any waste of the Premises if such use complies with all Applicable Laws.

5.4 Petroleum Products

Tenant shall not install facilities for, nor operate on the Premises, a gasoline or petroleum supply station. Tenant shall not permit on the Premises any vehicles used or designed for the transportation or storage of gasoline or petroleum products. Tenant shall also not permit on the Premises any bulk storage of gasoline or petroleum products. Notwithstanding anything to the contrary in the foregoing, Tenant may operate and park vehicles and equipment that have diesel fuel in their gas tanks (the "Diesel-Fueled Vehicles") and temporarily operate mobile fueling vehicles and equipment on the Premises to refuel and service the Diesel-Fueled Vehicles; provided, however, that Tenant shall not park any such mobile fueling vehicles or equipment below the underside of any of the Highway Improvements.

5.5 Explosives and Flammable Materials

The Premises shall not be used for the manufacture of flammable materials or explosives, or for any storage of flammable materials, explosives, or other materials or other purposes deemed by Landlord to be a potential fire or other hazard to the Landlord transportation facility located on the Premises. The operation and maintenance of the Premises shall be subject to regulations of Landlord so as to protect against fire or other hazard impairing the use, safety and appearance of the transportation facility. The occupancy and use of the Premises shall not be such as will permit hazardous or unreasonably objectionable smoke, fumes, vapors or odors to rise above the surface of the traveled way of the transportation facility. Notwithstanding anything to the contrary in the foregoing, Tenant shall have the right to operate a grout plant on the Premises, place and remove the dirt, mud, muck, and excavated materials generated by Tenant's subsurface tunnel excavation and boring activities (the "Excavated Materials") on the Premises, temporarily store the Excavated Materials on the Premises, transport the Excavated Materials to an off-site location, and use the Premises for the placement of fans and related equipment necessary for tunnel venting purposes, provided that Tenant performs such foregoing activities in compliance with all Applicable Laws, subject to Landlord's right to demand alterations in a revised Yard Plan per Article 5.1.

5.6 Hazardous Materials

Tenant shall at all times and in all respects comply with all federal, state, and local laws, ordinances and regulations, including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. section 1251, et seq.), Resource Conservation and Recovery Act (42 U.S.C. section 6901, et seq.), Safe Drinking Water Act (42 U.S.C. section 300f, et seq.), Toxic Substances Control Act (15 U.S.C. section 2601, et seq.), Clean Air Act (42 U.S.C. section 7401, et seq.) Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601, et seq.), Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code section 25249.5, et seq.), other applicable provisions of the California Health and Safety Code (section 25100, et seq., and section 39000, et seq.), California Water Code (section 13000, et seq.), and other comparable state laws, regulations, and local ordinances relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal, or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials, or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances" under any such laws, ordinances or regulations (collectively "Hazardous Materials Laws"). As used in the provisions of this Lease, "hazardous materials" include any "hazardous substance" as that term is defined in section 25316 of the California Health and Safety Code and any other material or substance listed or regulated by any Hazardous Materials Law or posing a hazard to health or the environment. Except as otherwise expressly permitted in this Lease, Tenant shall not use, create, store or knowingly allow any hazardous materials on the Premises. Notwithstanding anything to the contrary in this Lease, Tenant may operate and park Diesel-Fueled Vehicles on the Premises, temporarily operate mobile fueling vehicles and equipment on the Premises to refuel and service the Diesel-Fueled Vehicles, place the Excavated Materials on the Premises, temporarily store the Excavated Materials on the Premises, and transport the Excavated Materials from the Premises; provided, however, that Tenant shall not park any mobile fueling vehicles or equipment below the underside of the Highway Improvements at any time.

Except for Excavated Materials, which shall be handled by Tenant in compliance with all Applicable Laws, in no case shall Tenant cause or knowingly allow the deposit or disposal of any hazardous materials on the Premises. Landlord, or its agents or contractors, shall at all times have the right to go upon and inspect the Premises and the operations thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or the testing of soils or underground tanks on the Premises.

In the event Tenant breaches any of the provisions of this Section, and Tenant fails to cure such breach during the cure period specified in Article 15, Landlord shall have the remedies specified in such Article. It is the intent of the parties hereto that Tenant shall be responsible for and bear the entire cost of removal and disposal of hazardous materials introduced to the Premises after the Commencement Date. Tenant shall also be responsible for any clean-up and decontamination on or off the Premises necessitated by the introduction of such hazardous materials on the Premises.

Tenant shall further hold Landlord, and its officers and employees, harmless from all responsibility, liability and claims for damages resulting from the introduction or use of hazardous materials on the Premises during Tenant's period of use and possession of the Premises.

Notwithstanding anything to the contrary, Tenant shall not hold Landlord, and its officers and employees harmless from all responsibility, liability and claims for damages or bear the cost of removal or disposal resulting from hazardous materials introduced to the Premises (1) by any party other than Tenant prior to the Commencement Date, or (2) by the acts or failures to act of Landlord or any of its agents, contractors or representatives.

5.7 Signs

Not more than eight (8) advertising signs of a size not greater than thirty (30) square feet of surface area may be erected on the Premises. The wording on these signs shall be limited to Tenant's or its operator's name or trade name, project contact information, and any notices required under Applicable Law. The location of any signs shall be subject to Landlord's prior approval. In addition to such advertising signs, Tenant shall have the right to erect all directional signs and safety signs reasonably necessary for Tenant's performance of any of the Permitted Uses. No signs shall be attached to or painted on any bridge structure or building without the express written consent of Landlord. All signs shall also comply with all applicable requirements of local governmental entities, including governmental approval and payment of any fees.

Except as set forth in the previous paragraph of this Section, Tenant shall not construct, erect, maintain, or permit any sign, banner or flag that is not needed for directional or safety purposes upon the Premises without the prior written approval of Landlord. Tenant shall not place, construct or maintain upon the Premises any advertising media that include moving or rotating parts, searchlights, flashing lights, loudspeakers, phonographs or other similar visual or audio media; provided, however, that Tenant may install signs with flashing lights for safety purposes. The term "sign" means any card, cloth, paper, metal, painted, or wooden sign of any character placed for any purpose on or to the ground or any tree, wall, bush, rock, fence, building, structure, trailer, or thing. Landlord may remove any unapproved sign, banner or flag existing on the Premises, if Tenant does not remove such item within 60 days following Landlord's notice requesting such removal, and Tenant shall be liable to and shall reimburse Landlord for the cost of such removal by Landlord plus interest as provided in Section 19.11 from the date of completion of such removal.

5.8 Landlord's Rules and Regulations

Tenant shall faithfully observe and comply with any rules and regulations that Landlord shall from time to time promulgate for the protection of the transportation facility and the safety of the traveling public. Landlord does not currently have rules and regulations for the Premises and Landlord reserves the right from time to time to promulgate reasonable rules and regulations for the protection of the transportation facility and the safety of the traveling public and to make reasonable modifications to said rules and regulations, each of which shall be binding upon Tenant upon delivery of a copy of them to Tenant. If any new or modified rules and regulations materially impact Tenant's ability to perform of any of the Permitted Uses, Tenant shall have the right to terminate this Lease at no cost to Tenant by delivering written notice of such termination to Landlord.

5.9 Wrecked Vehicles

Tenant shall not park or store wrecked or inoperable vehicles of any kind on the Premises.

5.10 Vending

No vending of any kind or character shall be conducted, permitted or allowed upon the Premises.

5.11 Water Pollution Control

Tenant shall conform fully to the requirements of the Caltrans statewide NPDES Storm Water Permit, Order No. 99-06-DWQ, NPDES No. CAS000003, adopted by the State Water Resources Control Board on July 15, 1999. This permit regulates storm water and non-storm water discharges associated with activities within Caltrans right-of-way. Tenant shall develop, implement and maintain a Facility Pollution Prevention Plan (FPPP), describing the pollution

prevention practices associated with activities on facilities located within Caltrans right-of-way. Tenant shall comply with the statewide Permit by incorporating storm water management into its operational activities. The FPPP will accomplish compliance by implementing Best Management Practices (BMPs) described in the Caltrans Statewide Storm Water Management Plan (SWMP). Copies of the Permit and the Department of Transportation SWMP may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 98518, Telephone: 916-445-3520. Copies of the Permit and the SWMP are also available for review upon request.

Tenant shall not allow the unauthorized discharge of storm water runoff from the Premises to private or public water drainage systems. Tenant must comply with State and Federal storm water pollution control standards, including those of the State Water Resources Control Board, and the lawful requirements of municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water to separate storm sewer systems or other watercourses under jurisdiction of the above agencies. In order to minimize the discharge of pollutants, spilled, leaked fluids, and any other wastewater into the storm water drainage system, Tenant shall use commercially reasonable efforts to minimize discharge of any such materials, and Tenant shall be liable for any cleanup required under applicable law to restore the Premises in the case of any discharge notwithstanding that commercially reasonable efforts to minimize discharge were employed by Tenant. In order to minimize the discharge of pollutants to storm water resulting from contact with hazardous material, Tenant shall store or stockpile hazardous material on the Premises in compliance with all Applicable Laws and only in amounts necessary to facilitate the operation of the Construction Yard and construction of the Central Subway project.

Landlord, or its agents or contractors, shall at all time have the right to go upon and inspect the Premises and the operations thereon to assure compliance with the requirements herein stated. Inspection may include taking samples of substances and materials present for testing, and/or the testing of storm sewer systems or watercourses on the Premises.

ARTICLE 6. IMPROVEMENTS

Tenant has the right to install the Temporary Improvements and relocate the existing improvements on the Premises pursuant to the terms and conditions of the Encroachment Permit to be issued by Landlord.

Except for signs that comply with Section 5.7 and the Temporary Improvements that comply with the Encroachment Permit and the requirements and conditions in Article 5, no other improvements of any kind shall be placed in, on, or, upon the Premises, and no alterations shall be made in, on, or, upon the Premises without the prior written consent of Landlord and the concurrence of the Federal Highway Administration (FHWA). Tenant may, at its sole expense, install and maintain any additional entrances that may be required by its use of the Premises, subject to the approval of the location by Landlord and, if required, the FHWA; provided that Tenant shall at its sole expense construct and maintain sidewalks and driveways at the locations where the additional entrances are installed. In the event Tenant violates any of the provisions of this Article, this Lease may be terminated immediately by Landlord and be of no further force or effect.

ARTICLE 7. SURRENDER OF PREMISES AT EXPIRATION OR TERMINATION OF LEASE

At the expiration or earlier termination of this Lease, Tenant shall peaceably and quietly leave, surrender, and yield up to Landlord the Premises together with all appurtenances and fixtures in good order, condition and repair, reasonable wear and tear excepted, and remove all Temporary Improvements in compliance with the conditions set forth in the Encroachment Permit, provided that Tenant shall have the right to leave any Temporary Improvements to the extent permitted in the Encroachment Permit. If Tenant relocates, with Landlord's consent, any

Landlord improvements relocated within the Premises during the term of the Lease, Tenant shall have the right to leave such improvement in its relocated area, if authorized to do so by the Encroachment Permit.

ARTICLE 8. OWNERSHIP AND REMOVAL OF IMPROVEMENTS AND PERSONAL PROPERTY

8.1 Ownership of Improvements

All improvements constructed and placed on the Premises pursuant to Article 6 that are not required to be removed by Tenant pursuant to Article 7 or the Encroachment Permit (the "Remaining Improvements") shall, at the expiration or termination of this Lease, vest in Landlord. Unless express permission is obtained in writing from the Landlord, Tenant shall not remove any of the Remaining Improvements from the Premises nor waste, destroy or modify them in any way. Tenant shall deliver these Remaining Improvements to Landlord in good condition and repair, reasonable wear and tear excepted, without compensation to Tenant, any subtenant or third party, free and clear of all claims to or against them by Tenant, or any subtenant or third party if such claim was created by a grant of such interest by Tenant, and Tenant shall defend and hold Landlord harmless from all liability arising from such claims or from the exercise by Landlord of its rights under this section. Landlord and Tenant covenant for themselves and all persons claiming under or through them that the improvements are real property.

8.2 Removal of Personal Property and Ownership at Termination

Any personal property, including machinery, equipment and signs) placed or installed on the Premises by Tenant under this Lease are the personal property of Tenant. At the expiration or earlier termination of this Lease, Tenant shall remove all personal property placed on the Premises and shall restore the Premises to its previous condition, except surfacing, wheel rails, and column guards, at Tenant's sole expense, subject to Tenant's rights under Article 7 and the Encroachment Permit. Any personal property not removed by Tenant after thirty (30) days from Landlord's sending written notice to Tenant may be removed by Landlord. Tenant shall be liable to Landlord for all costs incurred by Landlord in effecting the removal of personal property and restoring the Premises. Landlord may, in its sole discretion, declare all personal property not removed by Tenant within ten days after the expiration or earlier termination of the lease to be abandoned by Tenant and this property shall, without compensation to Tenant, become Landlord's property, free and clear of all claims to or against it by Tenant or any other person.

ARTICLE 9. MAINTENANCE AND REPAIRS

9.1 Tenant's Obligations

Tenant, at its own cost and expense, shall maintain the Premises, and keep it free of all debris and flammable materials of every description. Tenant shall ensure that the Premises at all times is kept in an orderly, clean, safe, and sanitary condition to the standards applicable for the Permitted Uses that Tenant undertakes at the Premises. Landlord requires a high standard of cleanliness, consistent with location of the Premises as an adjunct of the California State Highway System. Premises shall be kept in a condition consistent with other locations owned by Landlord in urban areas as adjuncts of the California State Highway System.

Tenant hereby expressly waives the right to make repairs at the expense of Landlord and waives the benefit of the provisions of Sections 1941 and 1942 of the California Civil Code or any successor thereto.

Tenant shall take all steps necessary to protect effectively the existing fences, guardrails, and the piers and columns, if any, of all structures from damage incident to Tenant's use of the Premises and any improvements, all without expense to Landlord. Tenant shall, at its own cost

and expense, repair in accordance with Landlord's standards any such damage to property owned by Landlord, including, but not limited to, all fences, guardrails, piers, and columns, caused by Tenant, or Tenant's subtenants or invitees, or other third parties, but excluding any damage caused by the acts of Landlord or its agents, contractors, representatives or invitees. At Tenant's request, Landlord will repair the damage to its property, and Tenant agrees to review and if approved, reimburse Landlord promptly after demand for the amount Landlord has reasonably expended to complete the repair work.

Tenant shall designate in writing to Landlord a representative who shall be responsible for the day-to-day operation and level of maintenance, cleanliness and general order. Tenant designates Arthur Wong, SFMTA's Project Construction Manager, as the responsible representative.

9.2 Landlord's Rights

In the event Tenant fails to perform Tenant's obligations under this Article, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If within ten (10) days after Landlord sends written notice to repair, Tenant fails to do the work and diligently proceed in good faith to prosecute it to completion, Landlord shall have the right, but not the obligation, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand plus interest as provided in Section 19.11 from the date of receipt of the demand. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

ARTICLE 10. INSURANCE

10.1 Exemption of Landlord from Liability

This Lease is made upon the express condition that Landlord is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Tenant, or property of any kind whatsoever and to whomsoever belonging, including Tenant, from any cause or causes resulting from the operation or use of the Premises by Tenant, its agents, customers, or business invitees, except to the extent that such liability and claims are caused by the negligence or willful misconduct of Landlord or its agents, contractors or employees. Tenant hereby covenants and agrees to indemnify and save harmless Landlord from all liability, loss, cost, and obligation on account of any such injuries or losses, except to the extent such loss, cost, and obligations arise from Landlord's negligence or willful misconduct or arise from any matter that occurs on the Premises while Landlord holds possession thereof pursuant to Article 12.

10.2 Commercial General Liability Insurance

Tenant shall at its own cost and expense procure or self-insure, or shall cause its contractors on the Premises to procure at their sole cost, and keep in force during the term of this Lease comprehensive bodily injury liability and property damage liability insurance or self-insurance adequate to protect Landlord, its officers, agents, and employees, against any liability to the public resulting from injury or death of any person or damage to property in connection with the area, operation or condition of the Premises during the term of this Lease, including any and all liability of Landlord for damage to vehicles parked on the Premises. Such insurance or self-insurance shall be in an amount of not less than \$5,000,000 combined single limit for bodily injury and property damage. The limits of such insurance or self-insurance shall not limit the liability of Tenant. All insurance or self-insured programs required hereunder shall be disclosed to Landlord. All such policies or self-insured programs shall be written as primary, not contributing with and not in excess of coverage which Landlord may carry. Said coverages shall name the State as an additional insured and shall insure against the contingent liabilities, if any, of Landlord and the officers, agents, and employees of Landlord and shall obligate the Tenant or,

Tenant's contractor, as applicable, to notify Landlord, in writing, not less than thirty (30) days prior to the cancellation thereof, or any other change affecting the coverage. If said coverage contains any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the State of California, its officers, agents, or employees.

Tenant may meet or exceed the insurance requirements of this Lease via a self insurance program and/or by requiring that its contractors on the Premises carry the insurance policies required under this Lease or operate under an OCIP. If Tenant elects to self insure, Tenant shall furnish to Landlord an Affidavit of Self-Insurance acceptable to Landlord within not more than ten (10) days after execution thereof.

Landlord shall retain the right at any time to review the coverage, from, and amount of the insurance required hereby and require reasonable changes if, in Landlord's reasonable opinion, the existing insurance provisions do not provide adequate protection for Landlord and members of the public using the Premises. Such changes shall be designed to assure protection from and against the kind and extent of the risks that exist at the time a change in such insurance is required. Landlord shall notify Tenant in writing of changes in the insurance requirements; and if Tenant does not deposit copies of acceptable insurance with Landlord incorporating such changes within sixty (60) days of receipt of such notice, this Lease may be terminated, at Landlord's option, if such default is not timely cured during the period specified in Section 15.1(h) after the delivery of written notice of such default to Tenant, and be of no further force and effect.

10.3 Fire and Extended Coverage Insurance

Tenant shall obtain and keep in effect at all times during the term of this Lease fire and extended coverage insurance upon all buildings, structures and improvements constructed on the Premises (if any) or cause its contractors on the Premises to obtain and keep in effect such insurance. Such policy or policies of insurance shall be for not less than one hundred percent (100%) of the full replacement value of the Premises covered and shall provide for payment of losses to Tenant. Landlord shall be named as an additional insured on all fire and extended coverage insurance policies placed on the buildings, structures and improvements on said Premises by Tenant or its contractors. The full replacement value of the buildings, structures and improvements to be insured under this section shall be determined by the company issuing the insurance policy at the time the policy is initially obtained. Not more frequently than once each year, either party shall have the right to notify the other party that it elects to have the replacement value redetermined by an insurance company. The redetermination shall be made promptly and in accordance with the rules and practices of the Board of Fire Underwriters, or a like board recognized and generally accepted by the insurance company, and each party shall be promptly notified of the results by the company. The insurance policy shall be adjusted according to the redetermination.

10.4 Business Automobile Liability Insurance

Tenant shall obtain and keep in effect at all times during the term of this Lease business automobile liability insurance or self-insurance in an amount not less than \$1,000,000 for each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired automobiles, as applicable. or cause its contractors on the Premises to obtain and keep in effect such insurance. Any deductible under such policy shall not exceed \$50,000 each occurrence.

10.5 Garage Keeper's Legal Liability Insurance [Intentionally omitted]

10.6 Workers' Compensation Insurance

Tenant shall obtain and keep in effect at all times during the term of this lease self-insured workers' compensation insurance, including employers' liability, in an amount not less than \$1,000,000 for each accident, covering all employees employed in or about the Premises to provide statutory benefits as required by the laws of the State of California. Such self-insurance shall provide that the insurer waives all rights of subrogation against Landlord.

10.7 Failure to Procure and Maintain Insurance

If Tenant fails to procure or maintain third party or self-insurance as required by this Article in full force and effect, this Lease may be terminated immediately by Landlord and be of no further force or effect. In addition, if Tenant fails to procure or maintain the third party or self-insurance required by this Article, Tenant shall cease and desist from operating any business on the Premises and the improvements erected thereon and shall prevent members of the public from gaining access to the Premises during any period in which such insurance policies are not in full force and effect.

10.8 Waiver of Subrogation

Tenant hereby waives any and all rights of recovery against Landlord, or against the officers, employees, agents and representatives of Landlord, for loss of or damage to Tenant or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damages. Tenant shall give notice to its insurance carrier or carriers that the foregoing waiver of subrogation is contained in the Lease.

ARTICLE 11. PAYMENT OF TAXES

Tenant agrees to pay and discharge, or cause to be paid and discharged when due, before the same become delinquent, all taxes, assessments, impositions, levies and charges of every kind, nature and description, whether general or special, ordinary or extraordinary, which may at any time or from time to time during the term of this Lease, by or according to any law or governmental, legal, political, or other authority whatsoever, directly or indirectly, be taxed, levied, charged, assessed or imposed upon or against, or which shall be or may be or become a lien upon the Premises or any buildings, improvements or structures at any time located thereon, or any estate, right, title or interest of Tenant in and to the Premises, buildings, improvements or structures. Specifically, and without placing any limitation on Tenant's obligations under the immediately preceding sentence, Tenant shall pay when due, before delinquency, any and all possessory interest taxes, parking taxes, workers' compensation, taxes payable to the California Franchise Tax Board, personal property taxes on fixtures, equipment and facilities owned by Tenant, whether or not the same have become so fixed to the land as to comprise a part of the real estate.

Tenant understands that any possessory interest of Tenant created in the Premises by this Lease may be subject to property taxation and that Tenant may be liable for payment of any such tax levied on such interest. Any obligation of Tenant under this Article, including possessory interest tax that the city or county may impose upon Tenant's interest herein, shall not reduce any rent due Landlord hereunder and any such obligation shall become the liability of and be paid by Tenant. In the event Tenant defaults in the payment of any of the obligations set forth in this Article, this Lease may be terminated immediately by Landlord and be of no further force or effect.

ARTICLE 12. RIGHT OF ENTRY

12.1 Inspection, Maintenance, Construction and Operation of Freeway Structures

Landlord, through its agents or representatives, and other city, county, state and federal agencies, including the Federal Highway Administration, through their agents or representatives,

shall have full right and authority to enter in and upon the Premises and any existing building or improvements situated thereon at any and all reasonable times during the term of this Lease for the purpose of inspecting the same without interference or hindrance by Tenant, its agents or representatives; provided that Landlord will use commercially reasonable efforts to minimize any disruption with Tenant's permitted activities at the Premises.

Landlord further reserves the right of entry for the purpose of inspecting the Premises, or the doing of any and all acts necessary or proper on said Premises in connection with the protection, maintenance, reconstruction, and operation of the freeway structure on the Premises and its appurtenances; provided, further, that Landlord reserves the further right, at its discretion, to immediate possession of the same in case of any national or other emergency, or for the purpose of preventing sabotage, and for the protection of said freeway structures, in which event the term of this Lease shall be extended for a period equal to the emergency occupancy by Landlord, and during said period Tenant shall be relieved, to the degree of interference, from the performance of conditions or covenants specified herein. The monthly rent stated in Section 4.1, shall be reduced by an amount equal to the proportion which the area of the portion of the Premises which Tenant is not able to access and use because of the interference which has been surrendered to Landlord bears to the total area of the Premises.

Subject to the limitations set forth in Section 9.2, Landlord and any authorized officer, engineer, employee, contractor or agent of the Landlord may enter upon the Premises for the purpose of performing any maintenance activities upon the Premises which Tenant has failed to perform after expiration of the applicable cure period specified in Section 15.1; provided that Landlord will use commercially reasonable efforts to minimize any disruption with Tenant's permitted activities at the Premises. All agreements which Tenant enters into for the sublease or use of all or any part of the Premises shall contain a provision, approved by Landlord, which describes Landlord's right of entry as set forth in this Article.

12.2 Landlord's Use of the Premises

Tenant understands and agrees that Landlord may, from time to time, be required to perform retrofit or other project related work on all or a part of the freeway structures which are situated on, above or adjacent to the Premises or be required to use all or a portion of the Premises in connection with the protection, maintenance, reconstruction, or operation of the state highway system (the "Highway Activities"). Landlord shall have the right to impose such restrictions on Tenant's right to enter, occupy, and use the Premises and to construct improvements thereon as Landlord deems are necessary to enable it to so perform the Highway Activities without interference from Tenant.

In the event Landlord determines that it needs to obtain possession of all or a portion of the Premises or needs to place restrictions on Tenant's use of the Premises for the Highway Activities, Landlord shall, at least ninety (90) days prior to the effective date of the commencement of such possession or restrictions, notify Tenant in writing describing the extent of the possession or restrictions and the effective date of their commencement. If such notice is for any possession by Landlord, it shall further describe any other Landlord property in the general vicinity available for lease by Tenant pursuant to the terms and conditions of this Lease. Landlord shall use commercially reasonable efforts to identify such alternative Landlord property. Although Landlord shall identify any available Landlord property within the vicinity of the Premises, Landlord shall not be obligated to provide Tenant with a replacement property in the event all or a portion of the Premises is repossessed by Landlord. Upon the effective date of said notice, Tenant shall peaceably surrender possession of all or any specified portion of the Premises or comply with the restrictions as stated therein. The monthly rent stated in Section 4.1 shall be reduced by an amount equal to the proportion which the area of the portion of the Premises which Tenant is restricted from using for all of the Permitted Uses or which has been surrendered to Landlord bears to the total area of the Premises. This reduction in rent shall be Tenant's sole remedy against Landlord for Tenant's inability to possess or use the entire area of the Premises, or for any disruption of Tenant's ability to use any part of the Premises pursuant to

Landlord's exercise of its rights under this Section, and Tenant expressly agrees to hold Landlord harmless from any and all liability for, and expressly waives any right it may have to recover compensation from Landlord, waives any right it may have to recover for damages to the Premises or any improvements constructed on the Premises, waives any right it may have to assert or recover lost profits or other revenue, and waives its right to use or possess any portion of the Premises or improvements thereon, and damages to any other property, project or operation caused by Landlord's possession, imposition of restrictions or Tenant's inability to use or possess all or any portion of the Premises pursuant to the terms and conditions of this Section. In addition, Tenant expressly recognizes that it is not entitled to receive benefits under the federal or state Uniform Relocation Assistance Acts (United States Code, title 42, Section 4601, et seq.; California Government Code, Section 7260, et seq.) as a result of Landlord's use or possession of any portion of the Premises.

Tenant shall conduct its operations on the Premises in such a manner so as not to interfere with Landlord's or its contractor's performance of any work done on or above the Premises for the Highway Activities; Tenant acknowledges that the performance of the Highway Activities may cause damage to the Temporary Improvements, paving or other improvements constructed by Tenant on the Premises. Any such damage shall be promptly repaired by Landlord at its sole cost.

ARTICLE 13. TERMINATION OF LEASE

13.1 Termination by Mutual Consent

Notwithstanding any provision herein to the contrary, this Lease may be terminated, and the provisions of this Lease may be altered, changed or amended by mutual written consent of Landlord and Tenant.

13.2 Termination by One Party

Notwithstanding any provision herein to the contrary, this Lease may be terminated at any time by Tenant upon providing Landlord with ninety (90) days prior notice in writing, and this Lease may be terminated at any time by Landlord upon providing Tenant with ninety (90) days prior notice in writing if Landlord requires the Premises to perform the Highway Activities. If Landlord delivers a termination notice to Tenant pursuant to this Section, such termination notice shall additionally describe any other Landlord property in the general vicinity available for lease by Tenant pursuant to the terms and conditions of this Lease. Landlord shall use commercially reasonable good faith efforts to identify such alternative Landlord property. Although Landlord shall identify any available Landlord property within the vicinity of the Premises, Landlord shall not be obligated to provide Tenant with a replacement property in the event all or a portion of the Premises is repossessed by Landlord. Notices of termination under this section shall be delivered in accordance with the provisions of Section 19.13 to the addresses set forth in Article 1.

ARTICLE 14. UTILITIES

Tenant shall pay when due, and shall hold Landlord harmless from any liability for, all charges for water, gas, heat, light, power, telephone, sewage, air conditioning and ventilating, scavenger, janitorial and landscaping services and all other materials and utilities supplied to the Premises. Except to the extent caused by the negligence or willful misconduct of Landlord's employees or contractors, Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service furnished to the Premises, and no such failure or interruption shall entitle Tenant to terminate this Lease.

ARTICLE 15. DEFAULT

15.1 Default

The occurrence of any of the following shall constitute a material breach and default of this Lease by Tenant.

(a) Any failure by Tenant to pay rent or any other monetary sums required to be paid hereunder, where such failure continues for ten (10) days after written notice thereof has been given by Landlord to Tenant; provided, however, that for the first two (2) monthly payments of minimum monthly rent and for the first payment of minimum monthly rent due after any adjustment to minimum monthly rent pursuant to Section 4.2, Tenant shall have thirty (30) days to cure any such nonpayment after written notice thereof from Landlord

(b) The abandonment or vacation of the Premises by Tenant, provided, however, that abandonment or vacation shall mean any cessation of work on the Premises for more than 120 consecutive days where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that it cannot be reasonably cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

(c) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets, where possession is not restored to Tenant within forty-five (45) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets, where such seizure is not discharged within thirty (30) days.

(d) The failure by Tenant to comply with any provision of any law, statute, zoning restriction, ordinance or governmental rule, regulation or requirement as set forth in Section 5.3 of this Lease where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that it cannot be reasonably cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

(e) The failure by Tenant to comply with the requirements regarding hazardous materials as set forth in Section 5.6 of this Lease where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that it cannot be reasonably cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

(f) The construction by Tenant of any improvements on the Premises contrary to the provisions of Article 6 of this Lease where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that it cannot be reasonably cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

(g) The failure by Tenant to pay any tax, assessment, imposition, levy or charge of any kind as set forth in Article 11 of this Lease where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that it cannot be reasonably cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

(h) The failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that it cannot be reasonably cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

15.2 Landlord's Remedies

In the event of any material default or breach by Tenant, Landlord may at any time after the expiration of the applicable notice and cure period therefor, without limiting Landlord in the exercise of any right of remedy at law or in equity which Landlord may have by reason of such default or breach, terminate Tenant's right to possession by any lawful means, in which case this Lease shall immediately terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the following:

(a) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus

(c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus

(d) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. Upon any such re-entry Landlord shall have the right to make any reasonable repairs, alterations or modifications to the Premises, which Landlord in its sole discretion deems reasonable and necessary. As used in subparagraphs (a) and (b) above, the "worth at the time of award" is computed by including interest on the principal sum at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco from the date of default. As used in subparagraph (c) above, the "worth at the time of award" is computed by discounting such amount at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco at the time of award. The term "rent" as used in this Article shall be deemed to be and to mean rent to be paid pursuant to Article 4 and all other monetary sums required to be paid by Tenant pursuant to the terms of this Lease.

15.3 Late Charges

Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after such amount shall be due, a late charge equal to one and one-half percent (1.5%) of the payment due and unpaid plus \$100.00 shall be added to the payment, and the total sum shall become immediately due and payable to Landlord. An additional charge of one and one-half percent (1.5%) of such payment, excluding late charges, shall be added for each additional month that such payment remains unpaid. Landlord shall apply any monies received from Tenant first to any accrued delinquency charges and then to any other payments due under the Lease. The parties hereby agree that such late charges represent a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such

overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

ARTICLE 16. ASSIGNMENTS, TRANSFERS, SUBLEASES AND ENCUMBRANCES

16.1 Prohibition on Assignments, Transfers and Subleases

Tenant shall not assign, transfer or sublease all or any part of its interest in this Lease or in the Premises, and Landlord reserves the right to deny its consent to any assignment, transfer or sublease of all or any part of this Lease or the Premises.

16.2 Voluntary Assignments and Subleases

In addition, with respect to transactions not expressly prohibited under Section 16.1, Tenant shall not voluntarily assign or transfer all or any part of its interest in this Lease or in the Premises, or sublet all or any part of the Premises, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the Premises without first obtaining Landlord's written consent and the concurrence of the Federal Highway Administration.

Landlord may elect to consent to any such assignment, transfer or sublease if all of the following express conditions are satisfied:

(a) Landlord receives compensation from Tenant upon the assignment, transfer, sale or sublease of any of Tenant's rights in the Premises in an amount to be negotiated.

(b) The prospective assignee, transferee or subtenant completes a Lease Application and meets all of the requirements for eligibility to lease from the State of California.

Tenant's failure to obtain Landlord's required written approval prior to any assignment, transfer or sublease shall render such assignment, transfer or sublease void. Occupancy of the Premises by a prospective transferee, subtenant or assignee before approval of the transfer, sublease or assignment by Landlord shall constitute a breach of this Lease. Landlord's consent to any assignment, transfer or sublease shall not constitute a waiver of any of the terms, covenants or conditions of this Lease. Such terms, covenants and conditions shall apply to each and every assignment, sublease and transfer of rights under this Lease and shall be severally binding upon each and every party thereto. Any document to transfer, sublet, or assign the Premises or any part thereof shall incorporate directly or by reference all the provisions of this Lease.

16.3 Change in Partnership

If Tenant is a partnership, a withdrawal or change, voluntary, involuntary or by operation of law, or the dissolution of the partnership, shall be deemed a voluntary assignment subject to the provisions of Sections 16.1 and 16.2.

16.4 Change in Tenants

If Tenant consists of more than one person, a purported assignment, voluntary, involuntary or by operation of law, from one to another shall be deemed a voluntary assignment subject to the provisions of Sections 16.1 and 16.2.

16.5 Change in Corporation

If Tenant is a corporation, any dissolution, merger, consolidation, or other reorganization of Tenant, or the sale or other transfer of a controlling percentage of the capital stock of Tenant, or the sale of 51% of the value of the assets of Tenant, shall be deemed a voluntary assignment subject to the provisions of Section 16.2. The phrase "controlling percentage" means the

ownership of, and the right to vote, stock possessing at least 51% of the total combined voting power of all classes of Tenant's capital stock issued, outstanding, and entitled to vote for the election of directors.

16.6 Assignment of Rent from Subtenants

Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this Lease, all rent from any subletting of all or a part of the Premises as permitted by this Lease, and Landlord, as assignee and attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this Lease; except that, until the occurrence of an act of default by Tenant, Tenant shall have the right to collect such rent.

16.7 Information to be Supplied to Landlord

Tenant shall supply Landlord with all information Landlord determines to be necessary on all persons or firms to which Tenant proposes to sublet, transfer or assign any of its interest in the Premises, or which might establish rights to enter, control, or otherwise encumber the Premises by reason of any agreement made by Tenant. In addition, with respect to any proposed sublease, transfer or assignment, Tenant shall provide Landlord with:

- (a) a copy of all documents relating thereto,
- (b) a statement of all terms and conditions of said transaction, including the consideration therefore, and
- (c) a copy of the financial statement of the prospective subtenant, transferee or assignee.
- (d) a copy of all documents showing compliance by the prospective subtenant, transferee or assignee with all of the bid eligibility requirements contained in the bid package.

16.8 Processing Fees for Assignments, Transfers and Subleases

(a) A fee of one thousand five hundred dollars (\$1,500) shall be paid to Landlord for processing each consent to assignment, transfer, or sublease to Landlord as required by this Lease. This processing fee shall be deemed earned by Landlord when paid and shall not be refundable.

(b) If a processing fee has been paid by Tenant for another phase of the same transaction, a second fee will not be charged.

(c) The amounts specified above for processing fees shall be automatically adjusted at the end of the first year of this Lease and every year thereafter in accordance with an annual fee schedule adopted by Landlord. Landlord shall make said fee schedule available to Tenant upon receiving a request therefore.

16.9 Encumbrances

Tenant shall not encumber the Premises in any manner whatsoever.

ARTICLE 17. NONDISCRIMINATION

Tenant, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person, on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in the use of said facilities, (2) in connection with the construction of any improvements on said land and the

furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors, (3) such discrimination shall not be practiced against the public in its access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed or operated on, over, or under the Premises, and (4) Tenant shall use the land in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21 (49 C.F.R., Part 21) and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the Landlord shall have the right to terminate this Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

ARTICLE 18. SECURITY DEPOSIT

Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord the sum of \$0.00 as a Security Deposit. Said sum shall be held by Landlord as a Security Deposit for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of rent and any of the monetary sums due herewith, Landlord may use, apply or retain all or any part of this Security Deposit for the payment of any other amount which Landlord may spend by reason of Tenant's default or use it to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said Deposit is so used or applied, Tenant shall within ten (10) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount; Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep this Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant at the expiration of the Lease term and after Tenant has vacated the Premises.

ARTICLE 19. ADDITIONAL PROVISIONS

19.1 Quiet Enjoyment

Landlord covenants and agrees with Tenant that upon Tenant paying rent and other monetary sums due under the Lease and performing its covenants and conditions, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the term.

19.2 Captions, Attachments, Defined Terms

The captions of the Articles of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease. Exhibits attached hereto, and addenda and schedules initiated by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein. The words "Landlord" and "Tenant," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Landlord or Tenant, the obligations hereunder imposed upon Landlord or Tenant shall be joint and several. If the Tenants are husband and wife, the obligations shall extend individually to their sole and separate property as well as to their community property.

19.3 Entire Agreement

This instrument along with any exhibits and attachments hereto constitutes the entire agreement between Landlord and Tenant relative to the Premises and this agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing

signed by both Landlord and Tenant. Landlord and Tenant agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents and representatives relative to the leasing of the Premises are merged in or revoked by this agreement.

19.4 Severability

If any terms or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

19.5 Costs of Suit

Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by Tenant or by any third party against Tenant, or by or against any person holding under or using the Premises by license of Tenant, or for the foreclosure of any lien for labor or materials furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or of any such other person, Tenant shall save and hold Landlord harmless from any judgment rendered against Landlord or the Premises or any part thereof, and all costs and expenses, incurred by Landlord in connection with such litigation.

19.6 Time, Joint and Several Liability

Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the Premises to Tenant. All the terms, covenants and conditions contained in this Lease to be performed by either party if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and non-exclusive of any other remedy at law or in equity.

19.7 Binding Effect; Choice of Law

The parties hereto agree that all the provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate section hereof; and all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

19.8 Waiver

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Landlord in writing.

19.9 Surrender of Premises

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of the Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies.

19.10 Holding Over

If Tenant remains in possession of all or any part of the Premises after the expiration of the term hereof, with or without the express or implied consent of Landlord, such tenancy shall be from month to month only and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due hereunder shall be payable at the time specified in this Lease and such month-to-month tenancy shall be subject to every other term, covenant, condition and agreement contained herein, except that the monthly rental rate set forth in Section 4.1 shall be increased by ten percent (10%) effective the first month of the holdover period. Landlord further reserves the right to review the rental rates of all holdover tenants periodically for the purpose of making reasonable adjustments to the monthly rental payments.

19.11 Interest on Past Due Obligations

Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at a rate one percent (1%) above the discount rate of the Federal Reserve Bank of San Francisco from the due date. Payment of such interest together with the amount due shall excuse or cure any default by Tenant under this Lease.

19.12 Recording

Neither Landlord nor Tenant shall record this Lease.

19.13 Notices

All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the Landlord or Tenant respectively at the addresses set forth in Article 1.

19.14 No Reservation

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease; it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant. In addition, this Lease shall not be effective until it has been approved by the SFMTA Board of Directors, acting in its respective sole and absolute discretion.

19.15 Corporate Authority

If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation, Tenant shall, within thirty (30) days after execution of this Lease, deliver to Landlord a certified copy of resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

19.16 Force Majeure

If either Landlord or Tenant shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this

Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this clause shall excuse Tenant from prompt payment of any rent, taxes, insurance or any other charge required of Tenant, except as may be expressly provided in this Lease.

In Witness Whereof Landlord and Tenant have executed this Lease as of the date first written above.

LANDLORD: STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Dated: _____ By: _____
LINDA EMADZADEH,
District Office Chief
R/W Airspace, LPA, and Excess Lands

TENANT: CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through its
Municipal Transportation Agency

Dated: _____ By: _____
Nathaniel P. Ford Sr.
Executive Director/CEO

San Francisco Municipal Transportation Agency
Board of Directors

Resolution No. _____
Adopted: _____
Attest: _____
Secretary, SFMTA Board of Directors

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

By: _____
Carol Wong, Deputy City Attorney

ADDENDUM TO AIRSPACE LEASE AGREEMENT

This Addendum to Airspace Lease Agreement (this "Addendum") is a part of and modifies that certain Airspace Lease Agreement (the "Base Lease") for a portion of SF-BT-06 between the State of California, acting by and through its Department of Transportation ("Landlord"), and the City and County of San Francisco, a municipal corporation ("Tenant"), dated as of _____.

All undefined, capitalized terms used in this Addendum shall have the meanings given to them in the Base Lease. All references in the Base Lease and in this Addendum to "the Lease" or "this Lease" shall mean the Base Lease, as modified by this Addendum.

1. Non-Liability of Tenant Officials, Employees and Agents. Notwithstanding anything to the contrary in this Lease, no elective or appointive board, commission, member, officer, employee or agent of Tenant shall be personally liable to Landlord, its successors and assigns, in the event of any default or breach by Tenant or for any amount which may become due to Landlord, its successors and assigns, or for any obligation of Tenant under this Lease.
2. Controller's Certification of Funds. The terms of this Lease shall be governed by and subject to the budgetary and fiscal provisions of the Tenant's Charter. Notwithstanding anything to the contrary contained in this Lease, there shall be no obligation for the payment or expenditure of money by Tenant under this Lease unless the Tenant's Controller first certifies, pursuant to Section 3.105 of the Tenant's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of Tenant after the fiscal year in which the term of this Lease commences, sufficient funds for the payment of Rent and any other payments required under this Lease are not appropriated, then Tenant may terminate this Lease, without penalty, liability or expense of any kind to Tenant, as of the last date on which sufficient funds are appropriated. Tenant shall use its reasonable efforts to give Landlord reasonable advance notice of such termination.
3. Non Discrimination in Tenant Contracts and Benefits Ordinance. In the performance of this Lease, Landlord covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee or, any Tenant employee working with, or applicant for employment with, Landlord in any of Landlord's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Landlord.
4. MacBride Principles - Northern Ireland. Tenant urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. Tenant also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Landlord acknowledges that it has read and understands the above statement of Tenant concerning doing business in Northern Ireland.
5. Tropical Hardwood and Virgin Redwood Ban. Tenant urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood products.

EXHIBIT A

Depiction of Premises

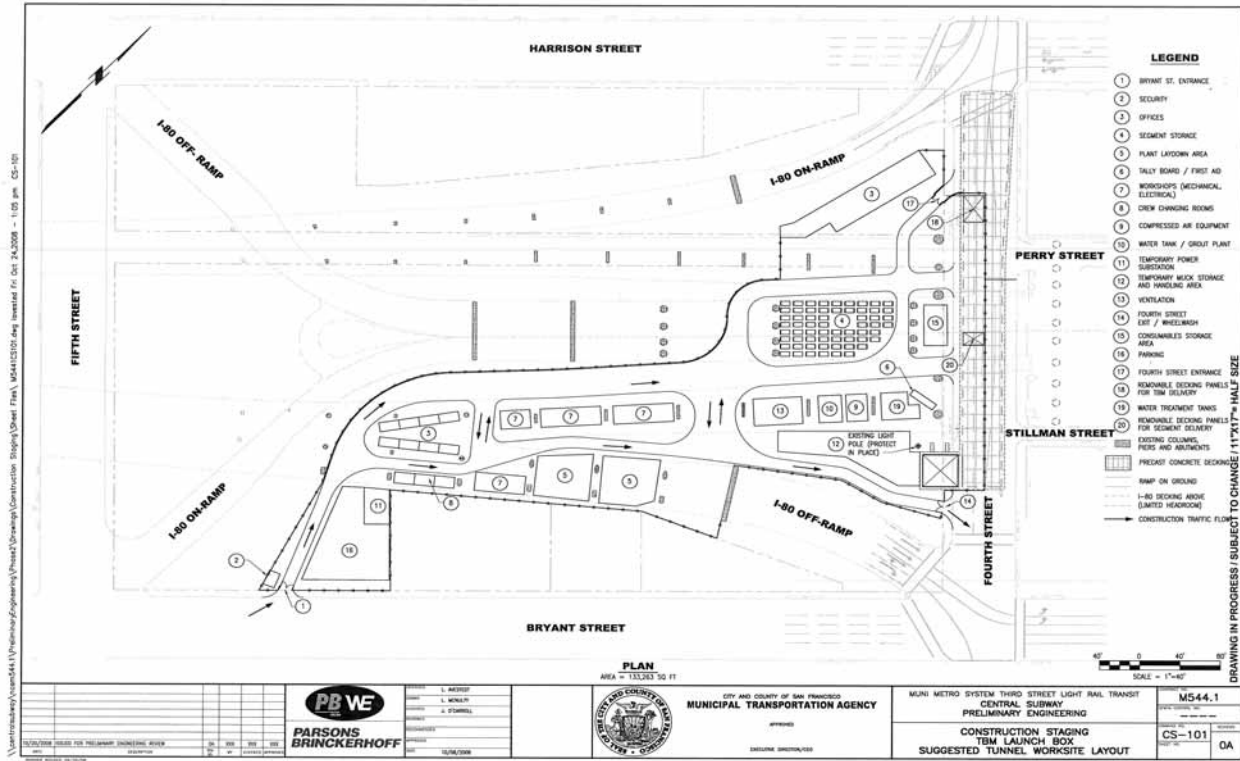


EXHIBIT B

Yard Plan

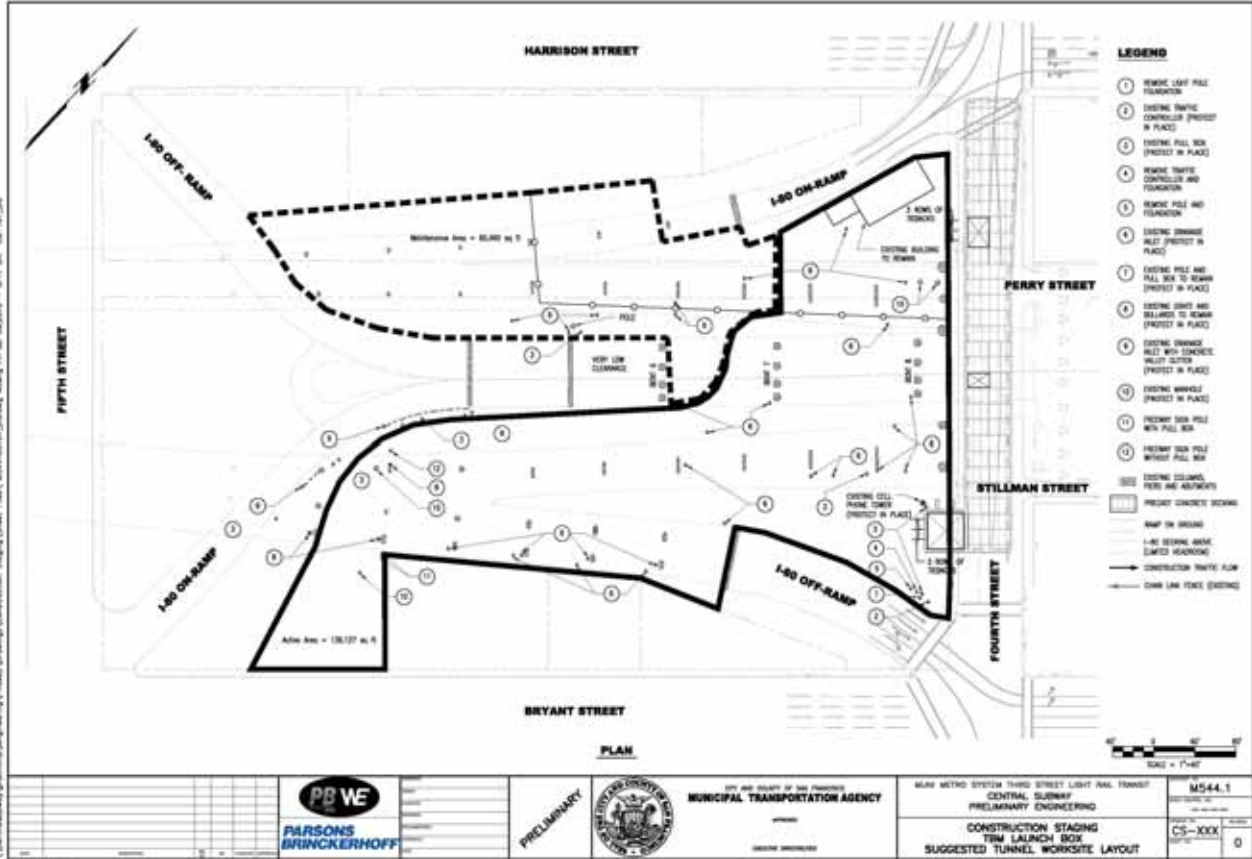


EXHIBIT C

[To be added if SFMTA discovers any matters during its inspections of the premises]

THIS PRINT COVERS CALENDAR ITEM NO. 10.10

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Supporting the formation of a new Ocean Avenue Community Benefit District (CBD) and authorizing the Executive Director/CEO to submit a ballot in favor of the formation of the CBD. The new CBD will benefit the redevelopment projects currently underway at the Phelan Loop.

SUMMARY:

- The City and County of San Francisco (City) owns real property (City Property) known as Assessor's Block 3180, Lot 1, located at the intersection of Phelan Avenue and Ocean Avenue, portions of which are under SFMTA jurisdiction and serve as the existing Phelan Loop bus turnaround.
- The City Property is located in the proposed CBD and will undergo major redevelopment.
- The Ocean Avenue Revitalization Collaborative (OARC) and community stakeholders have explored the formation of a CBD to raise adequate funds to effectively maintain properties located in the proposed CBD boundary area.
- The proposed CBD would levy special assessments on the Property effective January 1, 2011 and continue for 15 years.
- The initial proposed annual assessment on the Property is \$9,789.15. Upon completion of the reconfigured bus turnaround the annual assessment will increase to \$11,958.40, plus an annual inflation adjustment not to exceed 3% for years four through fifteen.
- The Property would benefit from the enhanced sidewalk cleaning, graffiti removal, landscape maintenance, security and street beautification efforts funded by the assessments.

ENCLOSURES:

1. SFMTAB Resolution
2. CBD Boundary Map

APPROVALS:

DATE

DIRECTOR OF DIVISION

PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION

BE RETURNED TO Jason Gallegos

ASSIGNED SFPAC CALENDAR DATE: _____

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PURPOSE

This report requests that the San Francisco Municipal Transportation Agency Board of Directors adopt the attached resolution, supporting the formation of a new Ocean Avenue Community Benefit District (CBD) and authorizing the Executive Director/CEO to submit a ballot in favor of establishing the CBD.

GOAL

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

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

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

Objective 3.4 Enhance proactive participation and cooperatively strive for improved regional transportation.

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

Objective 4.2 Ensure efficient and effective use of resources.

DESCRIPTION

Under the auspices of the Mayor's Office of Workforce and Economic Development, Ocean Avenue community members have been involved in several community improvement efforts to make the Ocean Avenue community a better place to conduct business and live. From this community planning process, the Ocean Avenue Revitalization Collaborative (OARC) was formed in 2005 to address a variety of issues and create solutions to advance the quality of life for its residents and visitors while enhancing the economic vibrancy for businesses. One of the solutions identified was the establishment of a Community Benefits District (CBD).

Under state and City laws, property owners may form property and business improvement districts whereby property owners agree to pay assessments to fund specific programs and projects that benefit their communities. The Property and Business Improvement District Law of 1994 (Sections 36600 et seq. of the California streets & Highways Code), and the City's Business Improvement Districts Procedural Code (Sections 1510 et seq. of the Business & Tax Regulations Code) establish the requirements and procedures for the formation and administration of property and business improvement districts. In San Francisco, many of the districts formed under these laws are referred to as Community Benefit Districts (CBDs). Currently, there are several CBDs within the City and County of San Francisco.

PAGE 3

A CBD is a special financing district that provides for the levy and collection of assessments on properties within a geographically defined area. Assessment revenue collected from the benefitting properties pays for the costs associated with the improvements, services, and activities provided to the CBD area.

The City Property is located in the proposed CBD and currently that Property is undergoing major redevelopment. Once completed, the improvements will connect thousands of pedestrians and transit riders to a new reconfigured multi-line transit hub, public open space plaza, mixed use housing and retail development, and an expanded City College campus. With respect to City Property located within the proposed Ocean Avenue CBD, the following was described in the Management District Plan released in September 2010 on behalf of the OARC and community stakeholders of the Ocean Avenue area of San Francisco:

CBD Boundaries, Benefit Zones and Service Plan

The proposed district boundary is comprised of two zones and includes those properties that front Ocean Avenue from Manor Drive on the west running along Ocean Avenue to Interstate 280 (see attached - CBD Boundary Map). Properties lying outside of this area are predominately residential neighborhoods. The Ocean Avenue CBD will not provide services and activities to those outlying properties. Within the proposed CBD, as depicted on the Boundary Map, there are two separate benefit zones (Zone 1 and Zone 2) established in order to effectively implement a service plan that is more specifically targeted to meet the needs of a particular area and thereby provide for the most efficient allocation of assessment dollars.

Details of the proposed services and improvements for each benefit zone are shown in the following table - CBD Services by Benefit Zone. The SFMTA Property is located in Benefit Zone 1 (See attached: CBD Boundary Map).

CBD Services by Benefit Zone

<u>CBD Services, Improvements & Activities</u>	<u>Benefit Zone 1</u>	<u>Benefit Zone 2</u>
Cleaning, Maintenance, Safety, Trees/Greening		
Sidewalk cleaning including but not limited to steam cleanings, sweeping, hot water scrubbing and cleaning of the Municipal Railway boarding islands and the Phelan Loop Bus Turn-Around Pedestrian lay over areas	2 steam cleanings, spot cleaning as needed per year	Regular as needed
Graffiti removal	within 24 hours	N/A
Paint over major graffiti attacks (ground or 2nd floor)	Approx 6 per year	N/A
Sidewalk, gutter, and tree well sweeping and trash removal	Daily	3 days per week
Utility pole/box flyer, mastic tape, and graffiti removal	As required	As required

<u>CBD Services, Improvements & Activities</u>	<u>Benefit Zone 1</u>	<u>Benefit Zone 2</u>
Tree well weeding	Quarterly	(and within 10 feet of sidewalk)
Crushed granite replenishment	As Needed	As needed
Small tree pruning	20-36 times per year	10-18 times per year
Large tree pruning	6-12 times per year	3-6 times per year
Tree watering	Every 3 weeks during dry season	N/A
Tree trunk graffiti removal (soapy water and wire brush)	As Needed	N/A
Gardening and Maintenance of Phelan Loop Corner Landscaped Public Garden	Trash removal, landscaping maintenance, plant replacement	Weekly
Landscape Maintenance Phelan Bus Turn-Around	Monthly landscape maintenance	
Corridor Safety		
Provide assistance to visitors, and provide street population ambassadors/guides/security that promotes citizen efforts through assistance in crime prevention, way-finding /homeless with social services information. Continued collaboration with SFPD on crime prevention and pedestrian safety.	Schedule to be determined	Schedule to be determined
<i>**The services listed above are included in the proposed plan, but the plan is not limited to only these services</i>		
Marketing, Streetscape Improvements, and Beautification		
Advocacy	To be determined	N/A
Beautification	To be determined	N/A
Capital improvements	To be determined	N/A
Business retention activities	To be determined	N/A
Business Attraction	To be determined	N/A
Newsletters, advertisements, brochures, & website	To be determined	N/A
Holiday decorations	Yearly	N/A
Concerts, street festivals and other special events	To be determined	N/A
Banners and other public art	To be determined	N/A
<i>**The services listed above are included in the proposed plan, but the plan is not limited to only these services</i>		

CBD Budget, Assessments and Terms

Based upon the needs of the community, the total proposed annual operating budget for the Ocean Avenue CBD for Fiscal Year 2010/11 is \$241,998. Assessments levied within the district will generate \$239,578 annually. Of the total budget, 99 percent of the revenue will be generated from the special benefit assessment. The remaining one percent of revenue will be generated from sources such as grants, donations, fees for service contracts and in kind donations. The line item Budget and Annual Revenue Description for the proposed district is as follows:

Budget Description	Budget Amount 2010/11 Maximum	Percent of Total Budget
Cleaning, Maintenance, and Safety Program	\$125,000	52%
Marketing, Streetscape Improvements, and Beautification Program	43,658	18%
Management and Operations	63,000	26%
Contingency and Reserves	10,340	4%
Total 2010/11 Maximum Budget:	\$241,998	100%

Annual Revenue Description	2010/11 Annual Revenue Amount	Percent of Total Annual Revenue
Assessment Revenue	\$239,578	99%
Other Revenue(1)	2,420	1%
Total 2010/11 Annual Revenue	\$241,998	100%

Since all property within the district will benefit from the formation of the CBD, an appropriate assessment methodology and calculation has been proposed for each zone. The assessment calculation for each property in the proposed CBD utilizes a combination of linear street frontage, building square footage, and lot square footage. The assessment methodology and calculation determination is fair and equitable for the two zones comprising the proposed Ocean Avenue CBD.

The City Property located in Zone 1 will be assessed two different fees effective January 1, 2011 and continue for 15 years, unless extended by the property owners. The two-tier fee structure is contingent upon completion of SFMTA construction projects at the Phelan Loop. During construction of the new Phelan Loop bus turnaround, the annual CBD assessment is \$9,789.15. Upon completion of the reconfigured bus turnaround, the annual assessment will increase to \$11,958.40. This amount also includes an annual inflation adjustment, based upon the San Francisco-Oakland-San Jose Consumer Price Index, not to exceed 3% from years four through fifteen. The increased amount is

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relative to the increased lot area resulting from the newly reconfigured and full operational bus loop as well as the anticipated increased service level expected upon completion of the major redevelopment projects occurring on and adjacent to the City Property at the Phelan Loop.

District Management

To effectively govern the proposed Ocean Avenue CBD, a 501(c)(3) non-profit corporation (CBD Management Corporation) will be formed following approval of the establishment of the Ocean Avenue CBD. The CBD Management Corporation serves as a private, nonprofit entity that is under contract with the City to administer or implement the improvements, services, and activities specified in the Management District Plan.

The Corporation’s Board of Directors will include property owners, businesses owners, residents and representatives of government agencies in the area. In compliance with Section 1511(f) of the San Francisco Business Tax and Regulations Code, at least 20 percent of the Board will consist of commercial tenants or business owners that do not own commercial property within the District.

Schedule

Through a petition process begun in September 2010, the community is attempting to document the required support from property owners in the Ocean Avenue neighborhood to initiate the CBD formation process. Assuming that sufficient support is received from property owners, the anticipated schedule for the remainder of the process is as follows:

Conduct Public Hearing, Tabulate Ballots, Board of Supervisors Vote on Resolution Establishing District	November-December 2010
CBD Management Corporation Established	December- 2010
Assessments Submitted to County for Billing	November 2010
Administration and District Operation Commences	January 2011

In general, the staff encourages neighborhood associations and community groups to work together with City staff to identify community needs, secure necessary funds and jointly develop an implementation plan. Staff believes that the proposed CBD initiative, including the planned services and administration, will benefit the community at large, including the patrons that will use the new Phelan Loop bus turnaround.

Under Article XIID (4) of the California Constitution, government property in CBDs must be assessed unless the property receives no special benefit from the improvements and services funded by the assessments. Because of the enhanced maintenance and support services that will be provided to the future Phelan Loop bus turnaround, the new sidewalks, and the streetscape improvements, including a new public plaza, the benefits

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that will be realized by the thousands of transit riders and pedestrians significantly outweigh an annual assessment of approximately \$12,000.

ALTERNATIVES CONSIDERED

No other alternatives have been considered as failure to support the formation of the proposed CBD would require increased resources from various City departments including SFMTA in order to provide the proposed level of service. Therefore, the formation of the CBD, which will levy an annual assessment to all properties benefiting from the CBD services, improvements, and activities, is recommended.

FUNDING IMPACT

Approval of this resolution will commit operating funds in the amount of \$9,789.15 for payment of the initial annual assessment. The annual assessment will increase to \$11,958.40 upon completion of the new Phelan Loop bus turnaround. The committed funding is a fraction of the amount that the SFMTA would require to implement such services.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

Affected property owners are currently casting ballots on the proposed assessment and proposed range of inflation adjustment. If a majority of the weighted ballots cast by property owners do not oppose formation of the CBD, final action on formation of the CBD by the Board of Supervisors is anticipated in November and or December, 2010. The City Attorney's Office has reviewed this Calendar Item.

RECOMMENDATION

The SFMTA Board of Directors adopt the attached resolution, supporting formation of a new Ocean Avenue CBD and authorizing the Executive Director/CEO to submit a ballot in favor of establishing the CBD.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, Sections 36600 et seq. of the California streets and Highway Code, and Article 15 of the San Francisco Business and Tax Regulations Code establish the requirements and process for the formation and administration of property and business improvement districts, including Community Benefit Districts (CBDs); and,

WHEREAS, Due to limited government resources, there is support in the Ocean Avenue neighborhood for exploring new ways to fund cleaning, greening, beautifying, marketing, promoting and maintaining a vibrant and inviting community; and,

WHEREAS, The Ocean Avenue Revitalization Collaborative (OARC), consisting of a broad range of members from various government, private entities, and community member in the Ocean Avenue area proposes to form a CBD for the area bounded by those properties that front Ocean Avenue from Manor Drive on the west running along Ocean Avenue to Interstate 280; and,

WHEREAS, The Ocean Avenue Revitalization Collaborative (OARC) and community stakeholders have developed a CBD Management Plan that identifies community challenges and priorities, proposed projects and services, annual assessments for each parcel, a budget, and a plan for administration of the CBD; and,

WHEREAS, Formation of the CBD will benefit hundreds of property owners and residents by improving community livability and strengthening economic vibrancy in the Ocean Avenue neighborhood and commercial corridor; and,

WHEREAS, The City Property under SFMTA jurisdiction is located within the proposed CBD boundaries and would be subject to annual assessments, and the total assessment for the first year of operation (Fiscal Year 2010-2011) would be \$9,789.15 and would increase to \$11,958.40 upon completion of the new Phelan Loop bus turnaround; and,

WHEREAS, Formation of the CBD will result in cleaner transit facilities and sidewalks, enhanced safety, improved streetscapes and additional marketing that will benefit thousands of pedestrians and transit riders; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors supports the formation of the Ocean Avenue Community Benefit District, and authorizes the Executive Director/CEO to submit a ballot in favor of the formation of the CBD.

I certify that the foregoing resolution was adopted by the SFMTA Board of Directors at its meeting of _____.

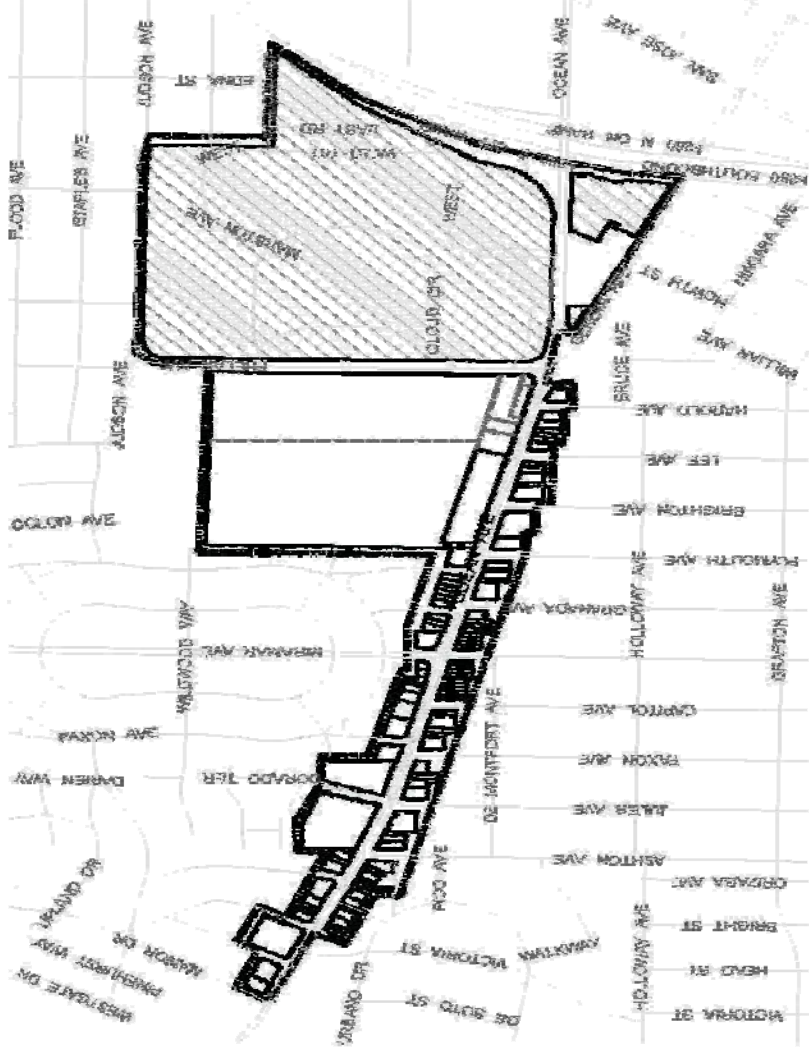
Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

CBD Boundary Map

SHEET 1 OF 2

ASSESSMENT DIAGRAM FOR THE OCEAN AVENUE COMMUNITY BENEFITS DISTRICT

A PROPERTY AND BUSINESS IMPROVEMENT DISTRICT ESTABLISHED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, UNDER PART 7 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND ARTICLE 15 OF THE SAN FRANCISCO BUSINESS AND TAX REGULATIONS CODE.



Legend

- District Boundary
- Zone 1
- Zone 2



PLACED IN THE CHARGE OF THE CARE OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, THIS DAY OF _____, 20__.

AS A COUNTY CLERK, I HAVE THE HONOR TO CERTIFY THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

IN WITNESS WHEREOF, I HAVE HEREunto set my hand and the seal of said County of San Francisco, this _____ day of _____, 20__.

COUNTY CLERK, COUNTY OF SAN FRANCISCO

MANAGEMENT HAS BEEN IN THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, THIS DAY OF _____, 20__.

IN WITNESS WHEREOF, I HAVE HEREunto set my hand and the seal of said County of San Francisco, this _____ day of _____, 20__.

MANAGER, CITY AND COUNTY OF SAN FRANCISCO

PLACED IN THE CHARGE OF THE CARE OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, THIS DAY OF _____, 20__.

AS A COUNTY CLERK, I HAVE THE HONOR TO CERTIFY THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

IN WITNESS WHEREOF, I HAVE HEREunto set my hand and the seal of said County of San Francisco, this _____ day of _____, 20__.

COUNTY CLERK, COUNTY OF SAN FRANCISCO

MANAGEMENT HAS BEEN IN THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, THIS DAY OF _____, 20__.

IN WITNESS WHEREOF, I HAVE HEREunto set my hand and the seal of said County of San Francisco, this _____ day of _____, 20__.

MANAGER, CITY AND COUNTY OF SAN FRANCISCO



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THIS PRINT COVERS CALENDAR ITEM NO. : 10.11

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Office of the Board of Directors

BRIEF DESCRIPTION:

Establishing a meeting schedule for the SFMTA Board of Directors/Parking Authority Commission for 2011.

SUMMARY:

- The SFMTA Board has established regular meeting dates on the first and third Tuesday of every month.
- Traditionally, certain meetings have been cancelled during the year.
- The SFMTA Policy and Governance Committee reviewed the schedule for 2011 and recommended that the meetings of March 15, July 19, August 16, October 4 and December 20 not be held.
- Should additional meetings need to be scheduled, Article 4, Section 2 of the SFMTA Board's Rules of Order state that special meetings may be called at any time by the chairman or by a majority of members.

ENCLOSURES:

1. SFMTAB Resolution

APPROVALS:

DATE

FINANCE N/A _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION

BE RETURNED TO Roberta Boomer

ASSIGNED SFMTAB CALENDAR DATE: _____

PAGE 2.

PURPOSE

The purpose of this calendar item is to establish a meeting schedule for the SFMTA Board of Directors and Parking Authority Commission for 2011.

GOAL

Approval of the proposed resolution will support the following SFMTA Strategic Plan goals:

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

4.2: Ensure efficient and effective use of resources.

DESCRIPTION

Pursuant to the SFMTA Board of Directors Rules of Order, the Board has established regular meeting dates on the first and third Tuesday of every month.

Traditionally, certain meetings have been cancelled during the year. The SFMTA Policy and Governance Committee reviewed the schedule for 2011 and recommended that the meetings of March 15, July 19, August 16, October 4 and December 20 not be held. The committee has also recommended holding certain dates should there be a need to schedule a special meeting.

Should additional meetings need to be scheduled, Article 4, Section 2 of the SFMTA Board's Rules of Order state that special meetings may be called at any time by the chairman or by a majority of Board members.

Establishing a meeting schedule will also allow staff to manage their work flow in a more time and cost effective manner and will help to ensure smooth delivery of projects.

The meeting schedule will be posted on-line at www.sfmta.com

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The proposed schedule of meetings for 2011 is:

Meeting Date	Notes
January 4	
January 18	
February 1	
February 15	
March 1	
March 15	No meeting
April 5	
April 19	
May 3	
May 17	
June 7	
June 21	
June 28	Hold for possible special meeting
July 5	
July 19	No meeting
August 2	
August 16	No meeting
September 6	
September 20	
October 4	No meeting
October 18	
November 1	
November 15	
December 6	
December 20	No meeting

ALTERNATIVES CONSIDERED

None.

FUNDING IMPACT

This item has no funding impact to the Agency.

PAGE 4.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The 2011 meeting schedule was reviewed by the SFMTA Policy and Governance Committee.

RECOMMENDATION

Approve the 2011 schedule for SFMTA Board meetings.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, Pursuant to the SFMTA Board of Directors Rules of Order, the SFMTA Board of Directors/Parking Authority Commission hold regular meetings on the first and third Tuesdays of every month; and,

WHEREAS, The SFMTA Policy and Governance Committee has reviewed the 2011 meeting schedule and has recommended changes to the meeting schedule; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors/Parking Authority Commission establishes a meeting schedule for 2011.

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. : 13

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Capital Programs & Construction

BRIEF DESCRIPTION:

Awarding the San Francisco Municipal Transportation Agency Contract No. MR-1206R, Islais Creek Motor Coach Facility Phase I – Site Development and Fuel/Wash Buildings, and authorizing the Executive Director/CEO to execute the contract with S. J. Amoroso Construction Co., Inc., located at 390 Bridge Parkway, Redwood Shores, CA 94065, as the lowest responsive and responsible bidder, in the amount of \$24,977,000 and a term not to exceed 510 calendar days.

SUMMARY:

- On September 1, 2010, the Executive Director/CEO of the San Francisco Municipal Transportation Agency (SFMTA) notified the SFMTA Board of Directors that he had authorized a bid call for Contract No. MR-1206R, Islais Creek Motor Coach Facility Phase I – Site Development and Fuel/Wash Buildings.
- The scope of work under this project includes installing manholes, duct bank, underground conduits, curb ramps, steel poles and foundations, traction power cables and appurtenances; demolishing existing overhead-fed traction power system; modifying existing overhead contact system; replacing streetlights; demolishing and reconstructing existing street pavement; and adjusting of existing castings, manhole frame and cover to grade; providing, maintaining, replacing and removing temporary traffic striping, pavement markings and markers.
- Seven bids were received and publicly opened on October 14, 2010.
- Staff recommends awarding Contract No. MR-1206R to S. J. Amoroso Construction Co., Inc. as the lowest responsive and responsible bidder, in the amount of \$24,977,000.
- Federal and local sources are providing funds for the work under this contract.

ENCLOSURES:

1. SFMTAB Resolution
2. Project Budget & Financial Plan

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY

ADOPTED RESOLUTION
BE RETURNED TO

_____ Jessie Katz _____

ASSIGNED SFMTAB CALENDAR DATE: _____

PAGE 2.

PURPOSE

The purpose of this calendar item is to award San Francisco Municipal Transportation Agency (SFMTA) Contract No. MR-1206R, Islais Creek Motor Coach Facility Phase I – Site Development and Fuel/Wash Buildings, and authorize the Executive Director/CEO to execute the contract with S. J. Amoroso Construction Co., Inc., located at 390 Bridge Parkway, Redwood Shores, CA 94065, as the lowest responsive and responsible bidder, in the amount of \$24,977,000 and a term not to exceed 510 calendar days.

GOAL

Contract No. MR-1206R would assist in the implementation of the following goals, objectives and initiatives in the SFMTA Strategic Plan:

Goal 1: Customer Focus - To provide safe, accessible, clean, environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First policy

Objective 1.1 – Improve safety and security across all modes of transportation

Objective 1.5 – Increase percentage of trips using more sustainable modes (such as transit, walking, bicycling, rideshare)

Goal 2: System Performance - To get customers where they want to go, when they want to be there

Objective 2.1 – Improve transit reliability to meet 85% on-time performance standard

Goal 5: SFMTA Workforce: 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 an evolving, technology-driven future

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

Objective 5.2 – Improve facilities in which people are working

Objective 5.3 – Improve internal communication and employee satisfaction

DESCRIPTION

Background

The SFMTA will construct the Islais Creek Maintenance Facility (the "Project") located on 5.32 acres of City-owned land and 2.4 acres of Caltrans property located at and adjacent to 1301 Cesar Chavez Street. The contract covers the first phase of the Project, which includes a new bus yard with parking for 165 40-foot motor coaches and 19 non-revenue vehicles, as well as a fueling and wash facility. The Islais Creek Maintenance Facility will be a new operating division that will replace the Kirkland Motor Coach Division and will also house new hybrid motor coaches.

PAGE 3.

Because not all of the needed funding was initially available, the Project was divided into two phases. The work in this contract will be the first phase of the Project.

Scope of Work

Islais Creek Motor Coach Facility Phase I has five major components:

First, Site Development will consist of demolishing existing structures and removal of buried storage tanks. It will also include excavation and removal of contaminated soils, dewatering, grading, and providing fill for the site. As part of the site development the level of the site will be raised two feet. A drainage system, foundations, and utilities will be installed.

Second, pavement, striping, lighting, signage and security fence for the motor coach yard will be constructed. The yard will provide parking for 165 40-foot (standard) motor coaches, 19 non-revenue vehicles (maintenance vehicles) and employee private autos.

The third component of the Islais Creek Motor Coach Facility Phase I is the fuel/wash building. It will have three bays for fueling, lubing, and washing of vehicles. The building will also contain a tire shop, fare collection system, and wash water reclaim system.

Fourth, an annex building with offices, restrooms, lockers, a lunchroom, systems room, electrical room, emergency generator and the facility's substation will be constructed.

Fifth, a shoreline park will be constructed. It will have a walkway, benches, irrigation and landscaping. An art structure that commemorates the maritime history of the area will be installed in the shoreline park and a significant portion of the shoreline will be restored to wetlands.

Islais Creek Phase II will follow the completion of Phase I, when sufficient funding has been secured to construct it. Phase II will construct a maintenance building with heavy maintenance capability.

Bids Received

On May 21, 2010, the Executive Director/CEO of the SFMTA notified the SFMTA Board of Directors that he had rejected bids on Contract No. MR-1206. On September 1, 2010, The Executive Director/CEO notified the Board of Directors that he had authorized a bid call for Contract No. MR-1206R, Islais Creek Motor Coach Facility Phase I – Site Development and Fuel/Wash.

Buildings, in accordance with Board Resolution No. 09-191, which delegates, among other things, the authority to issue bid calls to the Executive Director/CEO.

On October 14, 2010, SFMTA's Capital Programs and Construction Division received and publicly opened seven bid proposals.

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The seven bids are as follows:

Bidders		Bid Amount
1	S. J. Amoroso Construction Co. Inc. 390 Bridge Parkway Redwood Shores, CA 94065	\$24,977,000
2	West Bay Builders 250 Bel Marin Keys Blvd, Building A Novato, CA 94949	\$25,746,994
3	Swinerton Builders 260 Townsend Street San Francisco, CA 94107	\$26,099,000
4	Alten/Ghilotti Bros. JV 720 12 th Street Richmond, CA 94901	\$26,181,815.85
5	Webcor Builders 951 Mariners Island Blvd., 7 th Floor San Mateo, CA 94404	\$26,540,000
6	Roebbelen Contracting, Inc. 1241 Hawks Flight Court El Dorado Hills, CA 95762	\$26,553,360
7	C. Overaa and Co. 200 Parr Blvd. Richmond, WA 94801	\$27,070,000

After reviewing all proposals, staff has determined that S. J. Amoroso Construction Co. Inc. is the lowest responsive and responsible bidder. The engineer's estimate of construction cost was \$31,000,000.

The Contract Compliance Office reviewed the bid proposals and confirmed that S. J. Amoroso Construction Co. Inc. will meet the Small Business Enterprise (SBE) participation goal of 25 percent established for this contract and will commit to meeting the Non-discrimination Equal Employment Requirements of the contract. S. J. Amoroso Construction Co. Inc. is in compliance with Chapter 12B Equal Benefits Provision of the San Francisco Administrative Code.

ALTERNATIVES CONSIDERED

Other options were considered to accommodate the SFMTA's growing fleet of forty foot motor coaches. The lack of space at existing facilities led to a determination that it was impractical to expand an existing facility and that land would have to be acquired and a new facility constructed. The location of the Islais Creek Motor Coach Facility Phase I Project presented the SFMTA with reasonably priced real estate and the opportunity to construct a state of the art motor coach facility.

FUNDING IMPACT

This contract is funded by Federal grants and local matching funds from the San Francisco County Transportation Authority (SFCTA) and other sources.

PAGE 5.

The budget and financial plan for this project is presented in Enclosure 2 of the calendar item.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The City Attorney has reviewed this report.

No other approvals from any other agency are required for the award of this contract.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors award and authorize the Executive Director/CEO to execute SFMTA Contract No. MR-1206R, Islais Creek Motor Coach Facility Phase I – Site Development and Fuel/Wash Buildings, with S. J. Amoroso Construction Co., Inc., located at 390 Bridge Parkway, Redwood Shores, CA 94065, as the lowest responsive and responsible bidder, in the amount of \$24,977,000 and a term not to exceed 510 calendar days.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, San Francisco Municipal Transportation Agency (SFMTA) Contract No. MR-1206R, Islais Creek Motor Coach Facility Phase I, is to construct a new motor coach facility on 5.32 acres of City-owned land and 2.4 acres of Caltrans land on the north shore of Islais Creek and be bounded by I-280 northbound off ramp on the west, Cesar Chavez on the north and Indiana Street on the east; and,

WHEREAS, This new operating division will replace the Kirkland Motor Coach Division, and the scope of work under this contract consists of site development, construction of a bus yard with parking for 165 40-foot motor coaches, 19 non-revenue vehicles, and will include a fuel/wash building, an annex building, a shoreline park, and an art structure; and,

WHEREAS, On September 1, 2010, the Executive Director/CEO notified the SFMTA Board of Directors that he had authorized a bid call for Contract No. MR-1206R in accordance with Board Resolution No. 09-191, and,

WHEREAS, On October 14, 2010, the SFMTA received and publicly opened seven bid proposals in response to its invitation for bids; and,

WHEREAS, the SFMTA determined that S. J. Amoroso Construction Co., Inc., located at 390 Bridge Parkway, Redwood Shores, CA 94065, as the lowest responsive and responsible bidder, in the amount of \$24,977,000; and,

WHEREAS, The SFMTA Contract Compliance Office reviewed the bid proposals and confirmed that S. J. Amoroso Construction Co., Inc. will meet the Small Business Enterprise participation goal of 25 percent established for this contract and will commit to meeting the Non-discrimination Equal Employment Requirements of the contract; and

WHEREAS, The project is funded by Federal grants (55 percent) and by local funding sources (45 percent); now, therefore, be it

RESOLVED, That SFMTA Board of Directors awards SFMTA Contract No. MR-1206R, Islais Creek Motor Coach Facility Phase I – Site Development and Fuel/Wash Buildings and authorizes the Executive Director/CEO to execute the contract with S. J. Amoroso Construction Co., Inc. as the lowest responsive and responsible bidder, in an amount not to exceed \$24,977,000 and a term not to exceed 510 calendar days.

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

ENCLOSURE 2

Contract No. 1206R

**Islais Creek Motor Coach Facility Phase I – Site Development and Fuel/Wash Buildings
Project Budget and Financial Plan**

PROJECT BUDGET

Category	Budget
Design Phase Consultant and Staff Support (SFMTA and Other Dept. Services)	\$7,421,146
Acquisition of Land, Right of Way, and Permits	\$11,738,311
Construction Phase Construction Contract, Contingency, Equipment, and Staff Support	\$38,200,000
Total Cost	\$57,359,457

FINANCIAL PLAN

Project Funding Source	Amount
Federal Grant	\$31,666,839
Local Grants	
Proposition K	\$17,325,000
SFMRIC	\$6,227,618
TFCA	\$500,000
AB664 Bridge Tolls	\$400,000
TIDF	\$1,240,000
Total	\$57,359,457

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Capital Programs and Construction

BRIEF DESCRIPTION:

Awarding the San Francisco Municipal Transportation Agency Contract No. 1251, Third Street Light Rail Program, Phase 2 Central Subway – Union Square/Market Street Station Utilities Relocation, and authorizing the Executive Director/CEO to execute the contract with Synergy Project Management, Inc., located at 150 Executive Park Boulevard, Suite 4750, San Francisco, CA 94134, as the lowest responsive and responsible bidder, in the amount of \$16,832,549.80 and a term not to exceed 480 calendar days including the optional bid item.

SUMMARY:

- In accordance with the San Francisco Municipal Transportation Agency (SFMTA) Board of Director's Resolution No. 09-191, the Executive Director/CEO notified the Board of Directors on September 13, 2010 that he had authorized a bid call for SFMTA Contract No. 1251, Third Street Light Rail Program, Phase 2 Central Subway – Union Square/Market Street Station Utilities Relocation.
- This Contract relocates utilities to accommodate the future Central Subway Union Square/ Market Street Station and temporarily relocates 30 and 45 Muni bus trolley overhead contact system (OCS) away from Stockton Street and Fourth Street to facilitate future Central Subway contracts construction.
- The engineers estimate for this work was stated between \$25 and \$27 million.
- Six bids were received and publicly opened on October 27, 2010. Staff recommends awarding Contract No. 1251 to Synergy Project Management, Inc. in the amount of \$16,832,549.80, as responsible bidder that submitted the lowest responsive bid.
- Funding for construction services under this Contract is furnished from federal, state and local sources.

ENCLOSURES:

1. SFMTA Board of Directors Resolution
2. Project Budget & Financial Plan

APPROVALS:

DATE:

DEPUTY OF DIVISION

PREPARING ITEM:

FINANCE (IF APPLICABLE):

EXECUTIVE DIRECTOR/CEO:

SECRETARY:

ADOPTED RESOLUTION TO BE

RETURNED TO:

_____ Jessie Katz _____

ASSIGNED SFMTAB CALENDAR DATE: _____

PAGE 2.

PURPOSE

Contract No. 1251, Third Street Light Rail Program, Phase 2 Central Subway – Union Square/Market Street Station Utilities Relocation, will modify and relocate underground utilities along the Central Subway alignment for the future Union Square/Market Street (UMS) Station construction and will temporarily reroute the 30 and 45 Muni bus trolley overhead contact system (OCS) away from Stockton Street and Fourth Street to facilitate future Central Subway contracts construction.

GOAL

The Central Subway Project, supported by Contract No. 1251, is consistent with the San Francisco Municipal Transportation Agency (SFMTA) Strategic Plan in the following goals and objectives:

Goal 1 – Customer Focus: To provide safe, accessible, clean, environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First Policy

Objective 1.3 Reduce emissions as required by SFMTA Clean Air Plan

Objective 1.4 Improve accessibility across transit services

Objective 1.5 Increase percentage of trip using more sustainable modes (such as transit, walking, bicycling, rideshare)

Goal 2 – System Performance: To get customers where they want to go, when they want to be there

Objective 2.2 Ensure efficient transit connectivity and span of service

Objective 2.4 Reduce congestion through major corridors

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 a leader in the industry

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

Objective 3.2 Pursue internal and external customer satisfaction through proactive outreach and heightened communication conduits

Objective 3.3 Provide a working environment that fosters a high standard of performance, recognition for contributions, innovations, mutual respect and a healthy quality of life

Objective 3.4 Enhance proactive participation and cooperatively strive for improved regional transportation

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

Objective 4.2 Ensure efficient and effective use of resources

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DESCRIPTION

Background:

The SFMTA's Third Street Light Rail Transit Project is the most significant capital investment in generations for the seventh largest transit system in the nation. The Initial Operating Segment (IOS), Phase 1 of the 6.9-mile, two-phase project began revenue service in April 2007, restoring light rail service to the heavily transit-dependent Third Street corridor in eastern San Francisco for the first time in 50 years.

The Central Subway Project, Phase 2 of the Third Street Light Rail Transit Project, will provide rail service to the Financial District and Chinatown, the most densely developed area of San Francisco. The new light rail line will serve regional destinations, such as Union Square, Moscone Convention Center, Yerba Buena and AT&T Park, as well as connect directly to BART and Caltrain, the Bay Area's two largest regional commuter rail services.

The Central Subway Project is the second phase of the Third Street Light Rail Project. Both phases of the project were initially evaluated under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), in an Environmental Impact Statement/Environmental Impact Report (EIS/EIR) that was certified in 1998. On January 19, 1999, the Public Transportation Commission approved Resolution No. 99-009 which adopted the environmental findings for the Project, including mitigation measures set forth in the 1998 Final EIS/EIR and Mitigation Monitoring Report. The Federal Transit Administration (FTA) issued a Record of Decision on the 1998 Final EIS/EIR for the IOS on March 16, 1999. Revenue operation of Phase 1 of the Third Street Light Rail, extending from Bayshore Boulevard to Fourth and King Streets, began in April 2007.

The Draft Supplemental Environmental Impact Statement/Supplemental Environmental Impact Report (SEIS/SEIR) was issued on October 17, 2007 for a 55-day public review period. During the public comment period, a series of three publicized community meetings were held in the Chinatown, Union Square and South of Market areas to provide information to the public about the Draft SEIS/SEIR released for public review. These informational meetings were well attended and the public was provided with opportunities to view renderings and to talk with project staff about the project and the environmental process. The San Francisco Planning Department conducted a public hearing on the SEIS/SEIR on November 15, 2007.

On February 19, 2008, the SFMTA Board of Directors adopted Resolution No. 08-029, selecting the Central Subway Project Alternative 3B, Fourth/Stockton Alignment with semi-exclusive surface rail operations on Fourth Street, as the Locally Preferred Alternative, and authorizing the Executive Director/CEO to carry forward this selection in the Final SEIS/SEIR.

PAGE 4.

Environmental appeals were filed and heard by the Board of Supervisors on September 16, 2008. The Board of Supervisors voted unanimously to uphold the Environmental findings. No legal challenges under CEQA or NEPA were filed, and the time to file such challenges has expired.

The notice for the Final SEIR appeared in the Federal Register on October 3, 2008 and the 30-day waiting period has elapsed. The FTA issued the Record of Decision announcing the completion of the Central Subway environmental process on November 16, 2008.

Current Status:

The Central Subway design consists of a short portion of in-street, surface light rail in the southern portion of the system before transitioning into subway operation for most of the alignment. Twin bore tunnels are proposed for the subway with three subway stations serving the Moscone/Yerba Buena, Union Square/Market Street and Chinatown areas. The Union Square/Market Street Station will interconnect with the existing BART/Muni Powell Street Station. A deep tunneling approach using tunnel boring machines (TBMs) is proposed to reduce surface disruption during construction, to create a more direct alignment and to shorten the construction period. The Central Subway tunnels will pass under the existing BART/Muni Market Street subway tunnels with the rail over 95 feet below the ground surface. Most of the alignment will be located under existing street right-of-way with limited required underground easements. The stations will have center-platforms with passenger end-loading and are designed to accommodate high-floor two-car trains. Whenever feasible, off-street properties have been identified for the primary station access with transit oriented development opportunities at the Moscone/Yerba Buena and Chinatown stations.

Construction methods consist of TBM construction of the running tunnels which will pass through differing geological formations, including bay mud, alluvium, Colma formation, and Franciscan bedrock. Subway station construction methods will vary. The Moscone/Yerba Buena Station will be constructed using traditional, top-down cut-and-cover construction. The Union Square/Market Street Station is located in a very constricted area and will most likely be constructed using a combination of cut and cover and mined sequential excavation methods. Chinatown Station, also in a very constricted area, will be constructed using mined sequential excavation.

The project is in the Final Design phase. Seven major construction contracts are planned to implement the project. The project construction began in 2010 and to be completed in 2018.

Purpose and Scope of Contract:

SFMTA Contract No. 1251, Third Street Light Rail Program, Phase 2 Central Subway – Union Square/Market Street Station Utilities Relocation will modify and relocate the existing public and private utilities along Stockton Street, between Union Square and Market Street to facilitate construction of the underground UMS Station. In addition, the contract will temporarily reroute the OCS for the 30 and 45 Muni bus trolley lines away from Stockton Street and Fourth Street to facilitate future construction contracts for the Central Subway.

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The UMS Station will be constructed under the Stockton Street roadway using a top-down construction method that requires a large opening in the street. Within the street, public and private utilities are imbedded under the roadway and sidewalks. The relocation of the utilities from the street to under the sidewalks will permit access to construct the station. Public utilities include sewer, water distribution, auxiliary water supply, traffic signals and street lighting. Private building utilities include sewer, water, electric, gas, telephone services and television cables. The utilities will be relocated outside of the planned space of the station.

Bids Received:

On October 27, 2010 SFMTA Capital Programs and Construction Division received six bid proposals. The Engineer's Estimate for this work was between \$25 and \$27 million.

The six bid proposals received were as follows:

Bidder	Base Bid	Optional Item	Total Base Bid + Optional Item
Synergy Project Management, Inc. 150 Executive Park Blvd., Suite 4750 San Francisco, CA 94134	\$16,772,549.80	\$60,000.00	\$16,832,549.80
Diablo Contractors, Inc. 7 Crow Canyon Ct., Suite 100 San Ramon, CA 94583	\$18,441,541.00	\$140,000.00	\$18,581,541.00
Proven Management, Inc. 712 Sansome Street San Francisco, CA 94111	\$19,077,579.00	\$130,000.00	\$19,207,529.00
Ranger Pipeline Inc. P.O. Box 24109 San Francisco, CA 94124	\$20,104,482.00	\$547,000.00	\$20,651,482.00
Shimmick Construction Co., Inc. 8201 Edgewater Dr., Suite 202 Oakland, CA 94621	\$25,109,930.00	\$100,000.00	\$25,209,930.00
NTK Construction, Inc. 501 Cesar Chavez St., Suite 123 San Francisco, CA 94124	\$25,687,725.00	\$500,000.00	\$26,187,725.00

On November 3, 2010, SFTMA received a protest letter from Diablo Contractors, Inc. alleging that a bid submitted by Synergy Project Management should be rejected as non-responsive for violation of the General Provisions, Section 2 for improperly unbalancing bid item GE-1, Mobilization/Demobilization. Mobilization/Demobilization cost is consistent with others bidders range for this bid item and this bid item did not have a limit on the contractual amount. SFMTA reviewed this protest under its established Protest Procedures and determined that the protest was without merit.

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The bid document specifies that the contract, if awarded, will be awarded to the responsible bidder that submits the lowest responsive bid based on the lowest Total Bid Price including options.

The lowest Total Bid of \$16,832,549.80 with options by Synergy Project Management, Inc. was below the engineer's estimate for Total Bid Price with options.

ALTERNATIVES CONSIDERED

At the Union Square/Market Street Station structure, various utility relocations strategies were evaluated as required for the project to proceed.

FUNDING IMPACT

The \$1.58 billion FTA New Starts Project is to be funded by a combination of federal, state and local monies. The funds for this contract are subject to allocation by the San Francisco County Transportation Authority (SFCTA). The SFCTA is expected to approve the funding by late November 2010. The Project Budget & Financial Plan is set forth in Enclosure 2.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

No other approvals are required to award this contract.

The Contract Compliance Office determined that Synergy Project Management has made a commitment to achieve the twenty (20) percent SBE participation goal and in addition meet the SBE Trucking Set-Aside Program requirements.

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

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors awards San Francisco Municipal Transportation Agency Contract No. 1251, Third Street Light Rail Program, Phase 2 Central Subway – Union Square/Market Street Station Relocation, and authorizes the Executive Director/CEO to execute the contract with Synergy Project Management, Inc., as the lowest responsive and responsible bidder, in the amount of \$16,832,549.80 and a term not to exceed 480 calendar days including the optional bid item.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The Final Environmental Impact Statement/Environment Impact Report (Final EIR/EIR) for the two-phase Third Street Light Rail Project (the "Project") was completed in November 1998; and,

WHEREAS, The former Public Transportation Commission approved Resolution No. 99-009 on January 19, 1999 which adopted the environmental findings pursuant to the California Environmental Quality Act (CEQA) for the Project, including mitigation measures as set forth in the Project's Final Environmental Impact Report and Mitigation Monitoring Report; and,

WHEREAS, Design and construction of the 1.7-mile Central Subway ("Central Subway Project") is Phase 2 of the Third Street Light Rail Transit Project; and,

WHEREAS, The SFMTA Board of Directors adopted Resolution No 08-029 on February 19, 2008, selecting Alternative 3B, Fourth/Stockton Alignment with semi-exclusive surface rail operations on Fourth Street as the modified Local Preferred Alternative; and,

WHEREAS, The City of San Francisco Planning Commission adopted Motion No. M-17668 on August 7, 2008, certifying completion of the Central Subway Final Supplemental Environmental Impact Report; and,

WHEREAS, On August 19, 2008 the SFMTA Board of Directors approved Resolution No. 08-150, adopting Central Subway Project Alternative 3B, Fourth/Stockton Alignment with semi-exclusive surface rail operations on Fourth Street and a construction variant to extend the tunnel another 2,000 feet north of Jackson Street, the CEQA Findings and Statement of Overriding Considerations for the Supplemental Environmental Impact Statement/Supplemental Environmental Impact Report (SEIS/SEIR) and the Mitigation Monitoring and Reporting Plan; and,

WHEREAS, SFMTA Contract No. 1251, Third Street Light Rail Program, Phase 2 Central Subway – Union Square/Market Street Station Utilities Relocation will modify and relocate the existing public and private utilities along Stockton Street, between Union Square and Market Street to facilitate construction of the underground Union Square/Market Street (UMS) Station. In addition, this contract will temporarily reroute the overhead contact system (OCS) for the 30 and 45 Muni bus trolley away from Stockton Street and Fourth Street to facilitate future construction contracts for the Central Subway Project; and,

WHEREAS, The work to be preformed includes relocating water distribution, auxiliary water supply, traffic signals, street lighting, electric, gas, telephone and television cable and additional foundation support for adjacent private structures; and,

WHEREAS, The Executive Director/CEO Notified the Board of Directors on September 13, 2010 that he had authorized a bid call for SFMTA Contract No. 1251, Third Street Light Rail Program, Phase 2 Central Subway – Union Square/Market Street Station Utilities Relocation; and,

WHEREAS, On October 27, 2010 six bids were received and publicly opened; and,

WHEREAS, Diablo Contractors, Inc filed a protest against Synergy Project Management, Inc. claiming that Synergy was non-responsive to the bidding requirement; SFMTA staff determined that the protest was without merit; and,

WHEREAS, The funding for work under Contract No. 1251 is to be furnished from federal, state and local sources; and,

WHEREAS, The Contract Compliance Office has established a 20 percent SBE goal for this contract; and,

WHEREAS, Contract No. 1251 will assist SFMTA in meeting the objectives of Goal No. 1 of the Strategic Plan – to provide safe, accessible, clean, environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First policy; Goal No. 2 – to improve transit reliability; Goal No. 3 – to improve economic vitality through improved regional transportation; and Goal No. 4 – to ensure the efficient and effective use of resources; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors awards Contract No. 1251, Third Street Light Rail Program, Phase 2 Central Subway – Union Square/ Market Street Station Utilities Relocation and authorizes the Executive Director/CEO to execute the contract with Synergy Project Management, Inc., as the lowest responsive and responsible bidder, in an amount not to exceed \$16,832,549.80 and a term not to exceed 480 calendar days including the optional bid item.

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

ENCLOSURE 2
 THIRD STREET LIGHT RAIL PROJECT
 CENTRAL SUBWAY

San Francisco Municipal Railway Contract No. 1251

Project Budget and Financial Plan

Cost	(\$Millions)
Conceptual and Preliminary Engineering	42.45
Program Management & Construction Management	155.30
Final Design	42.20
Construction Contracts	982.28
Vehicles	28.16
Contingency	212.67
Right-of-Way	34.02
Other Professional Services	81.22
Total Central Subway Cost	\$1,578.30

Funding	(\$Millions)
Federal 5309 New Starts ¹	942.20
State RTIP Grant	88.00
CMAQ	6.03
State TCRP Grant	14.00
Proposition 1B-2006 MTC Share	100.00
Proposition 1B-SFMTA Share	100.00
Proposition Additional 1B-SFMTA Share	40.00
Proposition K Sales Tax Funds	123.98
Option Local and Regional Sources	164.09
Total Central Subway Funding	\$1,578.30

^{1.} New Starts funding to be determined after FTA issues approval to Full Funding Grant Agreement (FFGA).