

THIS PRINT COVERS CALENDAR ITEM NO.: 10.2

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Parking and Traffic

BRIEF DESCRIPTION:

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

SUMMARY:

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

ENCLOSURES:

1. SFMTAB Resolution

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION
BE RETURNED TO _____ Maxine Louie

ASSIGNED SFMTAB CALENDAR DATE: _____

PURPOSE

To approve various routine traffic and parking modifications.

Benefit to the SFMTA 2008 – 2012 Strategic Plan:

GOAL

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. REVOKE - BLUE ZONE -1629 Oakdale Avenue, south side, east of the driveway (17-foot zone). **PH 4/24/09 Requested by Mt. Gilead Missionary Church**
- B. ESTABLISH - TOW-AWAY, NO PARKING ANYTIME EXCEPT MARKED POLICE VEHICLES - Eddy Street, north side, from 156 feet to 244 feet west of Jones Street (removes meters - #s: 400-03180, 03200, 03240 and 03260); Jones Street, east side, from Eddy Street to 80 feet southerly (removes meters - #s: 502-02240, 02260, 02280 and 02300); Jones Street, east side, from 30 feet to 113 feet north of Eddy Street (removes meters - #s: 502-03020, 03040, 03060, 03080 and 03120); and Jones Street, west side, from Eddy Street to 84 feet northerly (removes meters - #s: 502-03010, 03030, 03050, and 03070). **PH 5/1/09 Requested by SFPD**
- C. ESTABLISH - ONE-WAY STREET (SOUTHBOUND) - Carolina Street, between Coral Road and Wisconsin Street. **PH 5/1/09 Requested by SFMTA**
- D. ESTABLISH - PERPENDICULAR (90-DEGREE ANGLE) PARKING - Newhall Street, west side, from Williams Avenue to 200 feet southerly; and Williams Avenue, south side, from Newhall Street to 200 feet westerly. **PH 5/1/09 Requested by SFPD**
- E. ESTABLISH - NO U-TURN - Stanyan Street, southbound, at Oak Street. **PH 5/1/09 Requested by Resident**
- F. ESTABLISH - TOW-AWAY NO STOPPING ANYTIME - Stanyan Street, North Access Loop, north side, between Stanyan and Fell Streets; Stanyan Street, South Access Loop, south side, between Stanyan and Oak Streets; Stanyan Street, South Access Loop, west side, from Oak Street to 72 feet southerly. **PH 5/1/09 Requested by Resident**

- G. ESTABLISH - 4-HOUR PARKING TIME LIMIT, 8 AM TO 4 PM, MONDAY THROUGH FRIDAY - Tennessee Street, east side, from 20th Street to 300 feet northerly (adjacent to 851 Tennessee and 724-728 20th Street). **PH 5/1/09 Requested by Resident**
- H. ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "O" (2-HOUR TIME LIMIT, 8 AM - 6 PM, MONDAY THROUGH FRIDAY) - 17th Avenue, both sides, between Quintara and Rivera Streets (2100 block). **PH 5/1/09 Requested by Resident**
- I. ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "J" (2-HOUR TIME LIMIT, 8 AM - 6 PM, MONDAY THROUGH FRIDAY) - Carmel Street, both sides, between Cole and Shrader Streets (100 block). **PH 5/1/09 Requested by Resident**

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. REVOKE - BLUE ZONE -1629 Oakdale Avenue, south side, east of the driveway (17-foot zone).
- B. ESTABLISH - TOW-AWAY, NO PARKING ANYTIME EXCEPT MARKED POLICE VEHICLES - Eddy Street, north side, from 156 feet to 244 feet west of Jones Street (removes meters - #s: 400-03180, 03200, 03240 and 03260); Jones Street, east side, from Eddy Street to 80 feet southerly (removes meters - #s: 502-02240, 02260, 02280 and 02300); Jones Street, east side, from 30 feet to 113 feet north of Eddy Street (removes meters - #s: 502-03020, 03040, 03060, 03080 and 03120); and Jones Street, west side, from Eddy Street to 84 feet northerly (removes meters - #s: 502-03010, 03030, 03050, and 03070).
- C. ESTABLISH - ONE-WAY STREET (SOUTHBOUND) - Carolina Street, between Coral Road and Wisconsin Street.
- D. ESTABLISH - PERPENDICULAR (90-DEGREE ANGLE) PARKING - Newhall Street, west side, from Williams Avenue to 200 feet southerly; and Williams Avenue, south side, from Newhall Street to 200 feet westerly.
- E. ESTABLISH - NO U-TURN - Stanyan Street, southbound, at Oak Street.
- F. ESTABLISH - TOW-AWAY NO STOPPING ANYTIME - Stanyan Street, North Access Loop, north side, between Stanyan and Fell Streets; Stanyan Street, South Access Loop, south side, between Stanyan and Oak Streets; Stanyan Street, South Access Loop, west side, from Oak Street to 72 feet southerly.
- G. ESTABLISH - 4-HOUR PARKING TIME LIMIT, 8 AM TO 4 PM, MONDAY THROUGH FRIDAY - Tennessee Street, east side, from 20th Street to 300 feet northerly (adjacent to 851 Tennessee and 724-728 20th Street).
- H. ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "O" (2-HOUR TIME LIMIT, 8 AM - 6 PM, MONDAY THROUGH FRIDAY) - 17th Avenue, both sides, between Quintara and Rivera Streets (2100 block).
- I. ESTABLISH - RESIDENTIAL PERMIT PARKING AREA "J" (2-HOUR TIME LIMIT, 8 AM - 6 PM, MONDAY THROUGH FRIDAY) - Carmel Street, both sides, between Cole and Shrader Streets (100 block).

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

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

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

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

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Resolution authorizing the Executive Director/CEO or his designee to execute and file an application/claim with the Metropolitan Transportation Commission (MTC) for allocation of operating assistance from Transportation Development Act (TDA), State Transit Assistance (STA), AB1107 One-Half Cent Sales Tax (AB1107), and Regional Measure 2 (RM2) funds for Fiscal Year 2009-2010 for \$63 million to support the operating budget.

SUMMARY:

- The San Francisco Municipal Transportation Agency (SFMTA) files annually an application for Operating Assistance with the MTC in accordance with the rules and regulations established by the transportation planning agency pursuant to Public Utilities Code Section 99261.
- Annually, the SFMTA receives operating assistance from TDA, STA, AB1107, and RM2 funds administered by MTC.
- SFMTA is required to submit a resolution authorizing the Executive Director/CEO or his designee to execute and file appropriate TDA, STA, AB1107, and RM2 applications, together with all necessary supporting documents with the MTC for an allocation of TDA, STA, AB1107, and RM2 funds in Fiscal Year 2009-2010.
- The Board of Directors approved the expenditure of \$63 million as part of the FY 09-10 Budget.

ENCLOSURES:

1. SFMTAB Resolution
2. Opinion of Counsel

APPROVALS:

DATE

DIRECTOR OF DIVISION

PREPARING CALENDAR ITEM: _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION

TO BE RETURNED TO: Fernando Urbano –1 So. Van Ness Ave., Finance- 8th Floor

ASSIGNED MTAB CALENDAR DATE: _____

PURPOSE

In order to receive payment from MTC, the SFMTA must submit a resolution authorizing the Executive Director/CEO or his designee to execute and file appropriate applications for allocations of TDA, STA, AB 1107, and RM2 funds in Fiscal Year 2009-2010.

GOAL

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

- Goal 4 - Financial Capacity: To ensure financial stability and effective resource utilization
Objective 4.2 - Ensure efficient and effective use of resources

DESCRIPTION

The Metropolitan Transportation Commission (MTC) is the regional transportation planning agency for the San Francisco Bay Area pursuant to Government Code Sections 66500 *et seq.* Prospective applicants wishing to receive an allocation from the Local Transportation Fund for any transit-related purposes must file an annual claim with MTC.

Apportionment of the TDA fund is based on an estimate of sales tax generation for the claim year prepared by MTC and San Francisco County Auditors. STA revenue-based operating assistance comes from a State sales tax on fuel, and STA-population-based assistance is computed according to a formula based on the population of the area, which may be adjusted during the governor’s annual budget process. AB1107 one-half cent sales tax is based on MTC estimates of sales tax growth generations. RM2 funds are dispensed based on the agency’s request for operating allocations, subject to meeting eligibility requirements and availability of RM2 operating funds.

SFMTA expects to receive the following amounts in operating assistance for Fiscal Year 2009-2010 pending the finalization of the State Budget:

ALLOCATIONS	AMOUNT REQUESTED
TDA Funding	\$29,954,460
State Transit Assistance	\$ 2,775,715
AB 1107 Funding	\$28,031,267
RM2 Operating Assistance Funding	\$ 2,500,000
RM2 Owl Service Funding	\$ 187,501
TOTAL REQUEST	\$63,448,943

ALTERNATIVES CONSIDERED

Not Applicable

FUNDING IMPACT:

The Board of Directors approved the expenditure of \$63 million as part of the FY 2009-2010 Budget.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

None

RECOMMENDATION

Staff recommends that the Board approve the attached Resolution authorizing the Executive Director/CEO or his designee to execute and file with MTC appropriate applications, together with all necessary supporting documents, for an allocation of Transportation Development Act (TDA), State Transit Assistance (STA), AB1107 One-Half Cent Sales Tax (AB1107), and Regional Measure 2 (RM2) funds in Fiscal Year 2009-2010.

The City Attorney's Office has reviewed this calendar item. The attached Opinion of Counsel is required by MTC.

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

RESOLUTION No. _____

WHEREAS, The Transportation Development Act (TDA) (Public Utilities Code §§99200 *et seq.*), provides for the disbursement of funds from the Local Transportation Fund (LTF) of the City and County of San Francisco for use by eligible applicants for the purpose of approved transit projects; and

WHEREAS, Pursuant to the provision of the TDA, and pursuant to the applicable rules and regulations hereunder (21 Cal. Code of Regs. §6600 *et seq.*), a prospective applicant wishing to receive an allocation from the LTF shall file its claim with the Metropolitan Transportation Commission (MTC); and

WHEREAS, The State Transit Assistance (STA) fund is created pursuant to Public Utilities Code §99310 *et seq.*; and

WHEREAS, The STA fund makes funds available pursuant to Public Utilities Code §99313.6 for allocation to eligible applicants to support approved transit projects; and

WHEREAS, TDA funds from the LTF of the City and County of San Francisco and STA funds will be required by the San Francisco Municipal Transportation Agency (SFMTA) in Fiscal Year 2009-2010 for approved transit projects; and

WHEREAS, Public Utilities Code Sections 29140, *et seq.*, make available 25 percent of the half-cent sales tax revenues collected in the three BART counties (Alameda, Contra Costa, and San Francisco) for allocation by MTC to eligible applicants; and

WHEREAS, Pursuant to the provision of Public Utilities Code Section 29142.2, eligible applicants for AB1107 funds include Alameda-Contra Costa Transit District, the Bay Area Rapid Transit District, and the City and County of San Francisco for the SFMTA; and

WHEREAS, Regional Measure 2 (RM2) establishes the Regional Traffic Relief Plan and identifies specific capital projects and programs eligible to receive RM2 funding, including operating assistance, as identified in Section 30914 (c) and (d) and Section 30914.5 of the California Streets and Highway Code; and

WHEREAS, MTC has determined that the SFMTA complies with the requirements of Public Utilities Code Section 29142.5 and Government Code Section 66517.5; and

WHEREAS, The SFMTA is an eligible applicant for TDA, STA, AB 1107, and RM2 funds as attested by the opinion of counsel dated May 12, 2009; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO or his designee to execute and file appropriate applications/claims together with all necessary supporting documents for Operating Assistance funds with the Metropolitan Transportation Commission for Fiscal Year 2009-2010, as follows: Transportation Development Act funding - \$29,954,460; State Transit Assistance funding - \$2,775,715; AB1107 Sales Tax funding - \$28,031,267; and, Regional Measure 2 funding \$2,687,501; and, be it

FURTHER RESOLVED, That a copy of this resolution shall be transmitted to MTC in conjunction with the filing of the claim.

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

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency



DENNIS J. HERRERA
City Attorney

ROBIN M. REITZES
Deputy City Attorney

DIRECT DIAL: (415) 554-4260
E-Mail: robin.m.reitzes@sfgov.org

May 12, 2009

Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eight Street
Oakland, CA 94607-4700

Re: MTA Application for State Transit Assistance

To Whom It May Concern:

This communication will serve as the requisite opinion of counsel in connection with the San Francisco Municipal Transportation Agency's application for an allocation of Transportation Development Act ("TDA"), State Transit Assistance ("STA"), and /or AB1107 One-Half Cent Sales Tax ("AB1107"), and/or Regional Measure 2 ("RM2") funds.

1. The City and County of San Francisco, through its Municipal Transportation Agency ("SFMTA") is authorized to provide public transportation services and to perform all the projects for which the funds are requested.
2. The SFMTA is an eligible applicant for TDA and STA funds pursuant to California Public Utilities Code ("PUC") section(s) 99260 and 99314 *et seq.*, AB1107 funds pursuant to PUC sections 29142.4 and 29142.5, and for RM2 funds pursuant to California Street and Highways Code sections 30914 (c) and (d) and 30914.5.
3. I have reviewed the pertinent State and local laws, and I am of the opinion that there is no legal impediment to the SFMTA making applications for TDA, STA, AB1107, and/or RM2 funds for Fiscal Year 2009-2010 and that there is no pending or threatened litigation that might adversely affect the projects for which the funds are requested or the ability of SFMTA to carry out such projects.

Yours very truly,

DENNIS J. HERRERA
City Attorney

Robin M. Reitzes
Deputy City Attorney

THIS PRINT COVERS CALENDAR ITEM NO. :

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Authorizing the San Francisco Municipal Transportation Agency (SFMTA), through its Executive Director/CEO (or his designee), to accept and expend \$589,295 for the Pedestrian Signal Upgrades Project and \$343,000 for the Inner Sunset Traffic Calming and Transit Enhancements Project from American Recovery and Reinvestment Act (ARRA) Transportation Enhancement (TE) funds approved by the Metropolitan Transportation Commission (MTC) on April 22, 2009.

SUMMARY:

- Funding for the Pedestrian Signal Upgrades project will enable the SFMTA to procure pedestrian countdown signals, Accessible Pedestrian Signals (APS) and controllers and cabinets.
- Funding for the Inner Sunset Traffic Calming and Transit Enhancements project will be used for the installation of curb bulbouts along Irving Street.
- In March 2009, MTC asked its Congestion Management Agencies (CMA) to identify potential TE-eligible projects that could meet the June 30, 2009 grant award deadline. SFMTA staff proposed several projects for consideration based on funding eligibility, project readiness, ability to secure federal environmental clearance, and agency priority. As the CMA, the San Francisco County Transportation Authority Board approved the programming of TE for both projects on April 28, 2009.
- ARRA funds are subject to strict timely use of funds provisions, including award of contracts by December 31, 2009. If projects cannot be delivered in a timely manner, alternative funding will need to be sought.

ENCLOSURES:

1. SFMTAB Resolution

APPROVALS:

DATE

DIRECTOR OF DIVISION

PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION BE RETURNED TO: Eileen Ross, 1 South Van Ness Ave., 8th Floor

ASSIGNED SFMTAB CALENDAR DATE: _____

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Purpose

SFMTA Board approval of this resolution would authorize the SFMTA, through its Executive Director/CEO (or his designee), to accept and expend \$589,295 for the Pedestrian Signal Upgrades Project and \$343,000 for the Inner Sunset Traffic Calming and Transit Enhancements Project from ARRA Transportation Enhancement funds approved by MTC on April 22, 2009.

Goal

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

- 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: Customer Focus – 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: Financial Capacity – To ensure financial capacity and effective resource utilization
Objective 4.2 – Ensure efficient and effective use of resources.

Description

In April 2009, the San Francisco County Transportation Authority (April 28, 2009) and MTC (April 22, 2009) took the necessary actions to program ARRA TE funds for two SFMTA projects - Inner Sunset Traffic Calming and Transit Enhancements, and Pedestrian Signal Upgrades. It should be noted that this Board has previously taken action to accept and expend \$343,000 of State Transportation Improvement Program –Transportation Enhancement (STIP-TE) grant funds for the Inner Sunset project (Resolution 07-030). Due to the fact that the Inner Sunset project was entering its construction phase, the State requested that MTC devote ARRA funds to the project and MTC concurred. While staff is requesting the SFMTA Board to approve an accept and expend action for two projects, the action related to the Inner Sunset project is ministerial, stemming from the fund swap just described.

Pedestrian Signal Upgrades Project

The goal of the Pedestrian Signal Upgrades Project is to improve pedestrian safety by adding pedestrian countdown signals and Accessible Pedestrian Signals (APS) at existing signalized intersections. Countdown signals are beneficial to pedestrians by informing them of the remaining crossing time, which standard three-color vehicle signals do not display. APS are beneficial to blind and low vision pedestrians by providing them with information visually displayed by countdown signals and also in an audible and vibro-tactile format.

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Funding for this project will enable the SFMTA to procure pedestrian countdown signals for approximately 10 intersections, APS for approximately seven intersections, and controllers and cabinets for approximately six intersections. The SFMTA will use its own resources to install the equipment.

Inner Sunset Traffic Calming and Transit Enhancements Project

Irving Street is a vibrant corridor with a mix of uses and served by several transit routes and lines. The goal of the Inner Sunset Traffic Calming and Transit Enhancements Project is to improve access and safety for pedestrians, cyclists, transit users and motorists. TE funding for this project will provide for the installation of curb bulbouts on Irving Street, which will encourage people to use alternative forms of transportation by improving pedestrian safety and comfort. The project is expected to be advertised for bid in fall 2009.

Funding for both projects will come from ARRA funds through the MTC Regional ARRA Program. The Transportation Enhancement program is one of several funding programs within ARRA. According to Caltrans guidelines, TE funds are used for transportation-related capital improvement projects that enhance quality-of-life in or around transportation facilities. TE projects must be over and above required mitigation and provide benefit beyond that of a normal transportation project. Caltrans has prioritized programming for pedestrian projects.

In March 2009, MTC asked congestion management agencies (CMAs) to identify potential TE-eligible projects that could meet the June 30, 2009 obligation deadline. SFMTA staff proposed several projects for consideration based on funding eligibility, project readiness, ability to secure federal environmental clearance, and agency priority. As the CMA, the San Francisco County Transportation Authority Board approved the programming of ARRA-TE funds for the Pedestrian Signal Upgrades Project and the Inner Sunset Traffic Calming and Transit Enhancements Project on April 28, 2009. MTC took its action on April 22, 2009.

ARRA TE funds are subject to the following conditions in addition to established federal rules:

- The funds must be obligated (grant awarded) by June 30, 2009.
- Contracts must be awarded by December 31, 2009.
- No local match will be needed.
- The ARRA funding is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional ARRA or other MTC-programmed funds.
- The project must comply with the procedures specified in MTC's Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and with all project-specific requirements as set forth in MTC's Regional ARRA Program (MTC Resolution No. 3885).

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ALTERNATIVES CONSIDERED

Not applicable.

FUNDING IMPACT

No matching funds are required. If projects cannot be delivered in a timely manner, alternative funding will need to be sought.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

Federal and state environmental clearances have been obtained.

RECOMMENDATION

Staff recommends that the Board approve the attached Resolution authorizing the San Francisco Municipal Transportation Agency, through its Executive Director/CEO (or his designee), to accept and expend \$589,295 for the Pedestrian Signal Upgrades Project and \$343,000 for the Inner Sunset Traffic Calming and Transit Enhancements Project from American Recovery and Reinvestment Act Transportation Enhancement funds approved by the Metropolitan Transportation Commission on April 22, 2009.

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

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The American Recovery and Reinvestment Act of 2009 (ARRA) was signed into law on February 17, 2009; and

WHEREAS, The Metropolitan Transportation Commission (MTC), the Metropolitan Planning Organization (MPO) for the nine-county San Francisco Bay Region, initiated solicitations for transportation enhancement projects that could meet ARRA's timely use of fund and job creation intentions; and

WHEREAS, MTC gave each congestion management agency a target amount of ARRA funds, as well as guidance for each agency to develop a list of high priority projects that could be obligated and put under contract quickly; and

WHEREAS, Pursuant to ARRA, and any regulations and/or guidance promulgated under the authority of ARRA, eligible project sponsors wishing to receive ARRA funds for a project must submit applications to MTC, as the MPO, for review and inclusion in the MTC's Transportation Improvement Program (TIP); and

WHEREAS, ARRA funds for transportation enhancement projects are used for transportation-related capital improvement projects that enhance quality-of-life in or around transportation facilities; and

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) is an eligible project sponsor for ARRA funds; and

WHEREAS, The SFMTA submitted proposals to the San Francisco County Transportation Authority as the Congestion Management Agency for ARRA Transportation Enhancement funding for several eligible pedestrian projects; and

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

(1) that SFMTA understands that the ARRA funding is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional ARRA or other MTC-programmed funds; and

(2) that SFMTA projects will comply with the procedures specified in MTC's Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and with all project-specific requirements as set forth in MTC's Regional ARRA Program (MTC Resolution No. 3885); and

(3) that SFMTA projects will comply with all the project-specific requirements as set forth in the federal ARRA and appropriate applicable regulations or guidance; and

WHEREAS, Under Charter Section 8A.102(b)12, the SFMTA has exclusive authority to apply for, accept and expend federal, state, or other grants for Agency purposes; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the SFMTA, through its Executive Director/CEO (or his designee), to accept and expend \$589,295 for the Pedestrian Signal Upgrades Project and \$343,000 for the Inner Sunset Traffic Calming and Transit Enhancements Project from ARRA Transportation Enhancement funds approved by the MTC on April 22, 2009; and be it further

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO (or his designee) to execute any and all agreements necessary to complete the receipt of ARRA funds and to furnish whatever additional information may be requested by federal, state or local agencies in connection with receipt of ARRA funds, including submitting applications for review and inclusion in MTC's Transportation Improvement Program; and be it further

RESOLVED, That the SFMTA understands that the ARRA funding is fixed at the programmed amount, and that the SFMTA does not expect any cost increases to be funded with additional ARRA or other MTC-programmed funds; and be it further

RESOLVED, That the SFMTA understands the funding deadlines associated with ARRA funds and will comply with the procedures specified in MTC's Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and with all project-specific requirements as set forth in MTC's Regional ARRA Program (MTC Resolution No. 3885); and be it further

RESOLVED, That the SFMTA's projects will be implemented as described in completed applications and in the MTC federal Transportation Improvement Program; and be it further

RESOLVED, That the SFMTA's projects will comply with all the project-specific requirements as set forth in the ARRA and appropriate applicable regulations or guidance; and be it further

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO or his designee to transmit a copy of this resolution to MTC in conjunction with the filing of all grant applications relating to ARRA funding.

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: Transportation Planning and Development

BRIEF DESCRIPTION:

Authorizing the award of San Francisco Municipal Transportation Agency Contract No. MR-1220, Muni Traction Power Station E and Richmond Substations Upgrade Project, to Shimmick Construction Company, Inc., located at 8201 Edgewater Drive #202, Oakland, CA 94621, as the lowest responsive and responsible bidder, in the amount of \$9,244,500.

SUMMARY:

- On November 20, 2007, the San Francisco Municipal Transportation Agency Board of Directors adopted Resolution No. 07-178, authorizing bid call for Contract No. MR-1220, Muni Traction Power Station E and Richmond Substations Upgrade Project.
- The project consists of replacing and upgrading the aging and damaged substation power equipment at Station E and Richmond Substations, modifying the existing floor slab that supports the electrical equipment to create a waterproof barrier at Station E, and replacing a collapsed ductbank outside the Richmond Substation. The project will also include a new ductbank connecting Richmond Substation to Balboa Substation to minimize service disruptions during construction and to improve system reliability and redundancy.
- Three bids were received and opened on March 4, 2009. Staff recommends awarding Contract MR-1220 to Shimmick Construction Company, Inc., in the amount of \$9,244,500, as the lowest responsive and responsible bidder.
- Federal and local sources are providing funds for the work under this contract.

ENCLOSURES:

1. SFMTAB Resolution
2. Project Budget & Financial Plan

APPROVALS:

DATE

DEPUTY OF DIVISION PREPARING
CALENDAR ITEM _____

FINANCE (IF APPLICABLE): _____

DIRECTOR _____

SECRETARY _____

ADOPTED RESOLUTION
BE RETURNED TO _____

Yvette Torres

ASSIGNED SFMTAB CALENDAR DATE: _____

PAGE 2

PURPOSE

San Francisco Municipal Transportation Agency (SFMTA) Contract No. MR-1220, Muni Traction Power Station E and Richmond Substations Upgrade Project, will replace and upgrade the aging and damaged substation power equipment at Station E and Richmond Substations to reduce operational problems, reduce maintenance, increase system reliability, and provide for increased future load demands.

GOAL

Contract No. MR-1220 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

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 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

DESCRIPTION

Scope of Work

SFMTA Contract No. MR-1220, Muni Traction Power Station E and Richmond Substations Upgrade Project, is identified in the latest San Francisco Municipal Railway Short Range Transit Plan under Infrastructure Program and within the Overhead Rehabilitation Program. Rehabilitation of Station E and Richmond Substations would reduce operational problems, reduce maintenance, increase system reliability, and provide for increased future load demands.

The main scope of work for this project consists of replacing and upgrading the aging and damaged substation power equipment at Station E and Richmond Substations, modifying the existing floor slab that supports the electrical equipment to create a waterproof barrier at Station E, and replacing a collapsed ductbank outside the Richmond Substation. The project will also include a new ductbank connecting Richmond Substation to Balboa Substation to minimize service disruptions during construction and to improve system reliability and redundancy.

Bids and Bid History

The SFMTA Board of Directors adopted Resolution No. 07-178 on November 20, 2007, authorizing bid call for Contract No. MR-1220.

The time allotted to substantially complete the work is 535 calendar days. Liquidated damages are \$1,500 per day for each and every calendar day of delay in failure to complete the work. Additional liquidated damages are applicable for interruptions to Muni Operations and are described in the contract documents.

Bids Received

On March 4, 2009, SFMTA's Transportation Planning and Development Division received and opened three bid proposals, as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1	Shimmick Construction Company, Inc. 8201 Edgewater Drive #202 Oakland, CA 94621	\$9,244,500
2	Schembri Construction 1485 Bayshore Blvd. #130 San Francisco, CA 94124	\$9,676,090
3	Blocka Construction, Inc. 4455 Enterprise Street Fremont, CA 94538	\$10,361,400

Staff reviewed the three bid proposals and determined that Shimmick Construction Company, Inc. is the lowest responsive and responsible bidder. The engineer's estimate at the time of advertising was \$8,300,000. The bid exceeded the engineer's estimate by \$944,500, approximately 11 percent, above the engineer's estimate.

Based on the engineer's analysis of the bid, staff believes it underestimated the costs for the transformer and rectifier units. Staff prepared the engineer's estimate by requesting the equipment quote from the supplier and used that quote to develop the engineer's estimate. By the time of bid, the equipment prices increased, specifically for the transformer and rectifier units.

Station E has been shutdown since 2002 due to damaged electrical equipment. The power previously distributed from Station E is currently being back-fed from surrounding substations. Having Station E in operation will allow SFMTA to efficiently manage its overhead power needs without stressing the electrical equipment in other substations and provides backup circuitry in case the surrounding substations' circuitry fails. The electrical equipment at the Richmond Substation is over 25 years old and past its useful life. Some of the components are no longer being manufactured. SFMTA risks outages and curtailment of service on the heavily used 1-California Line, as redundant circuitry from other substations does not exist for two of its circuits.

PAGE 4

The Muni Traction Power Station E and Richmond Substations Upgrade Project is one of the highest priority projects in the Overhead Rehabilitation Program. The equipment at the two Substations needs to be replaced as soon as possible to alleviate potential problems. Any reduction in the scope of work would not fulfill the needs of Operations and Maintenance and might not be cost-effective.

As of April 1, 2009, the sales tax has increased by 1% and it will affect all purchases of materials on construction projects. Copper prices have also been rising. The project includes substantial usage of copper for traction power cables. The possibility of getting lower bids from a re-bid is unlikely due to the issues mentioned and the increases in equipment cost. Rebidding the contract will cost the project approximately \$100,000 for repackaging the contract documents and will result in delays of up to four months. Therefore, staff recommends acceptance of the lowest responsive and responsible bid.

The Contract Compliance Office has reviewed the bid proposals and confirmed that Shimmick will meet the 15 percent Small Business Enterprise (SBE) participation goal established for this contract and will commit to meeting the Non-discrimination Equal Employment Requirements of the contract. Shimmick is in compliance with Chapter 12B Equal Benefits Provision of the San Francisco Administrative Code.

ALTERNATIVES CONSIDERED

The project team held discussions with Maintenance staff concerning whether the traction power substations upgrade work should be done by in-house staff. The preference was to have a contractor to perform the upgrade and replacement because contractors have enough crews with electrical and construction expertise to complete the work in a timely manner with minimal impact to Operations. Staff determined that contracting out to contractors was the best practical alternative.

FUNDING IMPACT

The low bid received for the Contract is \$9,244,500. Funding for the entire project comes from a combination of Federal and Local funds. On March 24, 2009, the Board of Supervisors approved SFCTA's supplemental application for additional Prop K fund for the project. All funding for this project has been secured.

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

APPROVALS RECEIVED OR STILL REQUIRED

Both the City Attorney's Office and the Office of Contract Compliance have 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 authorize the Executive Director/CEO to award SFMTA Contract No. MR-1220, Muni Traction Power Station E and Richmond Substations Upgrade Project, to Shimmick Construction Company, Inc., as the lowest responsive and responsible bidder, for a contract amount of \$9,244,500.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, San Francisco Municipal Transportation Agency (SFMTA) Contract No. MR-1220, Muni Traction Power Station E and Richmond Substations Upgrade Project, is identified in the latest San Francisco Municipal Railway Short Range Transit Plan under Infrastructure Program and within the Overhead Rehabilitation Program; and,

WHEREAS, The work to be performed under this project will replace and upgrade aging and damaged substation power equipment at Station E and Richmond Substations, modify the existing floor slab at Station E that supports electrical equipment to create a waterproof barrier, replace a collapsed ductbank outside of the Richmond Substation, and install a new ductbank connecting Richmond Substation to Balboa Substation to minimize service disruptions during construction and to improve system reliability and redundancy; and,

WHEREAS, By rehabilitating Station E and Richmond Substations, SFMTA seeks to reduce operational maintenance, increase system reliability, and provide for increased future traction power load demands; and,

WHEREAS, On November 20, 2007, the SFMTA Board of Directors adopted Resolution No. 07-178, authorizing bid call for Contract No. MR-1220, Muni Traction Power Station E and Richmond Substations Upgrade Project; and,

WHEREAS, On March 4, 2009, SFMTA received and publicly opened three bid proposals in response to its invitation for bids; and,

WHEREAS, SFMTA determined that Shimmick Construction Company, Inc., located at 8201 Edgewater Drive #202, Oakland, CA 94621, is the lowest responsible and responsive bidder, with a bid amount of \$9,244,500; and,

WHEREAS, Funds for this contract are available and the project is funded Federal grants (80%) and by local funding sources (20%), including the San Francisco County Transportation Authority; and,

WHEREAS, The time allowed to substantially complete the work under this contract is 535 calendar days after issuance of the Notice to Proceed; and,

WHEREAS, The Contract Compliance Office has reviewed the bid documents and confirms that Shimmick Construction Company, Inc., will meet the 15 percent Small Business Enterprise participation goal established for this contract; now, therefore, be it,

RESOLVED, That SFMTA Board of Directors authorizes the Executive Director/CEO to award and execute SFMTA Contract No. MR-1220, Muni Traction Power Station E and Richmond Substations Upgrade Project, to Shimmick Construction Company, Inc., as the lowest responsive and responsible bidder, in an amount not to exceed \$9,244,500.

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

Contract No. MR-1220

Muni Traction Power Station E and Richmond Substations Upgrade Project Project Budget and Financial Plan

PROJECT BUDGET

Category	Budget
Conceptual Engineering Phase	\$500,000
Detail Design Phase	\$1,100,000
Construction Phase	
Construction Management	\$2,700,000
Construction Contract – MR-1220	\$9,244,500
Maintenance Support/Bus Substitution/Outreach	\$400,000
PG&E Support Services	\$300,000
Other Direct Cost	\$70,000
Contingency	\$1,165,500
Total	\$15,480,000

FINANCIAL PLAN

Project Funding Source	Amount
Federal Grant	\$12,384,000
Local Grants	
Prop K and Local Bridge Toll	\$3,096,000
Total	\$15,480,000

THIS PRINT COVERS CALENDAR ITEM NO. 10.6

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Transportation Planning and Development

BRIEF DESCRIPTION:

Authorizing the Executive Director/CEO to execute Contract No. CS –159, SFMTA Transbay Transit Center Program Services, with the Transbay Joint Powers Authority (TJPA), on a cost reimbursement basis, not to exceed \$2,282,979 for a period to commence on the effective date of the Agreement and terminate on December 31, 2014.

SUMMARY:

- On August 21, 2007, the San Francisco Municipal Transportation Agency (SFMTA) and the Transbay Joint Powers Authority (TJPA) executed an agreement to provide SFMTA staff to assist TJPA in support of the New Transit Center construction and this agreement is nearing completion and a new agreement is needed to continue SFMTA support.
- Construction of the New Transit Center building will require rerouting the Municipal Railway trolley bus lines that currently serve the Transbay Terminal
- Traffic Engineering, Overhead Contact System (OCS) Design, and Construction Management services are required to facilitate demolition, utility relocation, and OCS re-design of the existing trolley bus lines to and around the New Transit Center.
- TJPA will reimburse the SFMTA for work performed under this contract in an amount not to exceed \$2,282,979. SFMTA staff will provide the required overhead line design services, traffic engineering, and construction management services.

ENCLOSURES:

1. SFMTAB Resolution
2. Contract No. CS -159, SFMTA Transbay Transit Center Program Services

APPROVALS:

DIRECTOR OF DIVISION
PREPARING ITEM

DATE

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY

ADOPTED RESOLUTION

TO BE RETURNED TO: Contracting Section Attn.: Gigi Pabros

ASSIGNED SFMTAB CALENDAR DATE: _____

PURPOSE

Requesting approval of Contract CS-159, Agreement for SFMTA Transbay Transit Center Program Services, with the Transbay Joint Powers Authority, TJPA, for a term ending on December 31, 2014 and an amount not to exceed \$2,282,979.

GOAL

Contract CS-159 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 1.4 - Improve accessibility across transit service

- Goal 2: System Performance: To get customers where they want to go, when they want to be there.
Objective 2.1 - Improves transit reliability to meet 85% on-time performance standard

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

DESCRIPTION:

The Transbay Transit Center Program will require SFMTA Traffic Engineering, OCS Design, and Construction Management Services for: demolishing the existing Overhead Contact System (OCS) of Muni trolley bus lines that serve the existing Transbay Terminal to a Temporary Terminal; relocating existing utilities to serve the Temporary Terminal and New Transit Center; re-designing the OCS with the supporting underground feeder cables and providing traction power analysis for the New Transit Center; and providing construction management and/or traffic engineering services during the demolition and utility relocation process. The TJPA will contract to implement the demolition and utility relocation work.

SFMTA and TJPA staff have negotiated CS - 159, Transbay Transit Center Program Services relating to traffic engineering, demolition, utility relocation, and OCS design work, under which the SFMTA will perform on a cost reimbursement basis, with pre-defined agreed responsibilities, roles, and authorities of SFMTA and TJPA prior to providing the following services:

1. TEMPORARY TRANSBAY TERMINAL:

SFMTA will provide engineering and inspection services for the construction of new traffic signals and parking meters and the reconfiguration of roadways to support the Temporary Terminal. These services include: reviewing and coordinating the traffic

routing plans developed by the contractor; coordinating and installing the interim and final of traffic striping, the final signage and the parking meter removal/relocation; coordinating the traffic signal modifications for the interim Temporary Transbay Terminal and the conversion of the existing conditions after the Temporary Transbay Terminal is removed from service.

SFMTA Construction Management will provide construction administration and inspection, engineering support services for the installation of the Overhead Contact System (OCS) to support the Temporary Transbay Terminal. SFMTA Construction Management staff will work through TJPA Construction Management-Resident Engineer. These services include: coordinating with Operations Central Control (OCC) for clearances and operations; attending progress, coordination, and traffic management meetings; participating in progress reviews and assessments to assist contractor to establish the schedule to implement shutdown plan, bus substitutions, bus re-routings, and inspector work forces. (\$1,258,979)

2. EXISTING TRANSIT TERMINAL DEMOLITION:

SFMTA will provide engineering and construction management services to support the Demolition of the existing Transbay Terminal. SFMTA staff will participate in the collaborative planning and design efforts by TJPA, City Departments, and the consultants for the safe and orderly traffic routing of vehicular, pedestrian and transit traffic during the demolition and removal of obsolete existing Transbay Terminal and review final specifications and estimates for traffic routing for demolition. SFMTA construction staff will work through TJPA Construction Management-Resident Engineer to provide staff coordination with TJPA staff and contractor relating to OCS demolition tasks, sequencing, schedule, and any required trolley/bus substitutions and re-routings during the demolition process. (\$234,000)

3. UTILITY RELOCATION:

SFMTA will participate in the collaborative planning and design efforts by TJPA and its consultants for the safe and orderly traffic routing of vehicular, pedestrian and transit traffic during the relocation of utilities adjacent to the New Transit Center; review final specifications and estimates for traffic routing during the relocation of utilities; attend regular meetings and work with various agencies to minimize the impacts to the public during the utility relocation; provide for Muni street supervision in support of vehicle re-routes and provide for any needed relocation of Muni OCS, including support for re-routes / bus substitution during any period of OCS shutdown and an analysis of traction power. (\$165,500)

4. AC AND GOLDEN GATE TRANSIT PARKING FACILITY:

SFMTA will participate in the collaborative planning and design efforts by TJPA, City Departments, and the consultants for the relocation bus storage facilities. SFMTA will review and comment on the draft and final specifications and estimates for improvements to accommodate the relocation bus storage facilities. (\$29,000)

5. NEW TRANSIT CENTER

SFMTA will participate in the collaborative planning and design efforts by TJPA, City Departments, and the consultants for the street improvements to accommodate the new transit center. SFMTA will review and comment on the draft and final specifications and estimates for improvements to accommodate the new transit center facility.

Predicating on the Transit Center construction schedule and SFMTA resource availability, SFMTA engineers will design a new overhead contact system (OCS) for trolley buses serving the New Transit Center. The OCS Design will include new trolley wires, poles and foundations, underground feeder cables, support spans and bracket arms. SFMTA will provide review and input pertaining to terminal design, ingress/egress, passenger safety, lighting, and amenities. (\$570,500)

On April 9, 2009, the Transbay Joint Powers Authority adopted Resolution No. 09-018 approving the Agreement with the SFMTA to provide overhead line design, traffic engineering, and construction management services for the TJPA for an amount not to exceed \$2,282,979.

ALTERNATIVES CONSIDERED

Consultants were considered for this work. Since SFMTA staff would still be required to review the consultant's work to ensure that TJPA constructs the required facilities for SFMTA, this would result in additional cost to SFMTA/TJPA. SFMTA staff review and oversight of TJPA work is the recommended option to continue current work plan established in the initial TJPA agreement.

FUNDING IMPACT

This project will provide \$2,282,979 for SFMTA staff charges.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

Both the City Attorney's Office and the Office of Contract Compliance have reviewed this calendar item.

TJPA approval has already been obtained and the BOS approval is required after SFMTAB approval.

RECOMMENDATION

SFMTA staff recommends authorizing the Executive Director/CEO to execute Contract No. CS – 159, SFMTA Transbay Transit Center Program Services, with the Transbay Joint Powers Authority, TJPA, on a cost reimbursement basis, not to exceed \$2,282,979 for a period to commence on the effective date of the Agreement and terminate on December 31, 2014.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The construction of the New Transit Center will require Muni's existing overhead contact system (OCS) to be demolished and relocated to provide a new route for affected Muni trolley bus lines; and,

WHEREAS, Affected Muni trolley bus lines will be rerouted to a Temporary Terminal and New Transit Center, and the OCS will be designed to accommodate this new route; and,

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) and the Transbay Joint Powers Authority (TJPA) have negotiated Contract No. CS – 159, SFMTA Transbay Transit Center Program Services, for the TJPA to reimburse the SFMTA on a cost reimbursement basis for Traffic Engineering, OCS design, and Construction Management Services related to relocation of the OCS and related traffic engineering design services in an estimated amount not to exceed \$2,282,979; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO to execute Contract CS – 159, Transbay Transit Center Program Services for OCS demolition, utility relocation, and design work, with the Transbay Joint Powers Authority for the SFMTA to obtain reimbursement for overhead line design, traffic engineering, construction management services required to demolish, relocate, and design trolley lines to a New Transit Center, for an amount not to exceed \$2,282,979, and for a period to commence on the effective date of the Agreement and terminating on December 31, 2014.

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 No. 2

AGREEMENT

This Agreement is made this _____ day of _____, 2009, in the City and County of San Francisco, State of California, by and between the Transbay Joint Powers Authority ("TJPA") and the City and County of San Francisco, a municipal corporation ("City") acting by and through its Municipal Transportation Agency ("SFMTA").

RECITALS

A. As part of the construction of the New Transit Center Project, it is necessary to demolish and redesign the existing overhead contact system (OCS) of the affected Muni trolley lines that will be rerouted to a New Transit Center

B. It is also necessary to demolish the existing Transbay Terminal and to relocate underground utilities, such as duct banks and feeder cables to serve the New Transit Center.

C. The parties intend that this Agreement will govern the nature of the work to be accomplished, the work eligible for reimbursement, the responsibilities for accomplishing the work, and the responsibilities for payment.

D. The TJPA and the SFMTA acknowledge and agree that this Agreement covers Traffic Engineering, OCS Design, and Construction Management services relating to the Temporary Terminal, Demolition of the Existing Terminal, Utility Relocation, and Transit Center Work additionally to engineering design services.

AGREEMENT

Scope of SFMTA Transbay Transit Center Program. The required work to be performed by the SFMTA under this Agreement is set forth, as project elements of the SFMTA Transbay Transit Center Program, in Exhibits A1 – A-6, (Temporary Transbay Terminal, Existing Terminal Demolition, Transit Center Utility Relocation, AC and Golden Gate Transit Parking Facility, New Transit Center , and Miscellaneous Project Management, Engineering Support & Construction Management Services And Coordination), attached to this Agreement and incorporated by reference as though fully set forth herein. The SFMTA work shall be referred to as the "SFMTA Transbay Transit Center Program." The TJPA will cause all Work within the SFMTA Transbay Transit Center Program to be accomplished.

I. Contract Amount and Terms of Payment

A. Reimbursement for SFMTA Transbay Transit Center Program Elements.
Compensation under this agreement shall be on a cost reimbursement basis only. The TJPA agrees to reimburse the SFMTA for all actual, allowable, reasonable costs incurred for the SFMTA Transbay Transit Center Program Work performed under this Agreement. The salary rates of SFMTA personnel, including overhead rates, are set forth in Exhibits B. 1-2. These rates reflect actual salaries paid to SFMTA employees who will be carrying out the work. Said rates are subject to change, depending on negotiated cost of living and other increases in applicable City collective bargaining agreements. Such changes shall not be subject to the prior approval of the TJPA, but shall not become a part of this Agreement until such time as the TJPA approves a modification of Exhibit, which shall be done as soon as practicable upon SFMTA notification of such rate changes.

B. Estimated Contract Amount. In no event shall the total compensation under this Agreement exceed \$2,282,979, without amendment to this Agreement. The parties agree to amend this Agreement to increase the Contract Amount if the actual costs for the work exceed the Estimated Contract Amount.

C. Terms of SFMTA Work. All work in the SFMTA Transbay Transit Center Program Elements will be provided on an as-needed time and material basis. TJPA will provide appropriate updated project schedules and two (2) weeks notice of proposed work for SFMTA staff scheduling purpose. Work not listed within the program elements is outside the scope of SFMTA services and subject to a separate and further agreement between TJPA and SFMTA.

D. Terms of TJPA's Contractors Work. In the event that TJPA's contractor(s) work affects SFMTA revenue operations, traffic signal operations, and safety conditions, TJPA agrees to authorize SFMTA to take immediate and effective actions to ensure that SFMTA revenue operations, traffic signal operations, and safety conditions are maintained

E. Terms of Payment. SFMTA will submit invoices to the TJPA's Executive Director on a monthly basis. The TJPA shall submit all payments to SFMTA within forty-five (45) days from receipt of invoice, addressed to Municipal Transportation Agency, Attention: Chief Financial Officer, One South Van Ness, 8th floor, San Francisco, CA 94103.

F. Records. The SFMTA agrees to maintain and make available to the TJPA, during regular business hours, accurate books and accounting records relating to its work under this Agreement. The SFMTA will permit TJPA to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The SFMTA shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any governmental agency having an interest in the subject of this Agreement shall have the same rights conferred upon TJPA by this Section.

G. SFMTA Use of Office Space and Equipment. TJPA agrees to provide appropriate field office space and equipment, for use by SFMTA construction management staff, such as but not limited to: desks, chairs, work table, lighting, telephone, computer, printer, copy/fax machine, and restroom facilities.

F. Subcontractors. The TJPA acknowledges that the SFMTA may retain subcontractors to assist the SFMTA in the performance of the Services under this Agreement.

1. The SFMTA shall select all subcontractors through a competitive procurement process in compliance with Federal Transit Administration Circular 4220.1E as set forth in Section 2 of the FTA Regulations.

2. Subcontractors contracting with the SFMTA shall work at the SFMTA's direction and under contract or agreement with the SFMTA. The subcontractors shall also be subject to the FTA Regulations. In the event of a conflict between the FTA Regulations and any term or condition of the contract between the SFMTA and the subcontractor, the provisions of the FTA Regulations shall control.

3. The TJPA shall assume no liability whatsoever to any such subcontractor. In any contract, agreement, or task order between the SFMTA and its subcontractors for the Services, the SFMTA shall require the following:

- i. The TJPA shall be recognized as a third-party beneficiary of any such agreement or task order;

- ii. The TJPA shall be named as additional insured of any insurance policy provided by a subcontractor covering general and professional liability for the project as set forth in section 6 of this Agreement; and
- iii. The subcontractor shall indemnify the TJPA consistent with the indemnification provisions set forth in this Agreement.

4. SFMTA may use the services of the City's Department of Public Works ("DPW") in the performance of services under this agreement. In such event, DPW shall not be considered a subcontractor under this Agreement and shall not be subject to the requirements of subparagraph F.

II. Term; Termination

A. Term. This Agreement will commence on the Effective Date and terminate on December 31, 2014, unless extended by the parties or earlier terminated.

B. Effective Date. This Agreement shall become effective when the TJPA's Chief Financial Officer has certified to the availability of funds and the SFMTA has been notified in writing.

C. Termination. Either party has the option, in its sole discretion, to terminate this Agreement, at any time during the term, for convenience and without cause. The terminating party will exercise this option by giving the other party written notice of termination. The notice will specify the date on which termination will become effective. In the event of such a termination, the TJPA will be responsible for payment of all SFMTA costs incurred on work performed up to the time of termination. SFMTA will promptly submit its termination claim to the TJPA after termination.

III. Section Not Used.

IV. Construction Contractor Indemnity. The TJPA shall ensure that its construction contractor(s) performing any portion of the Work shall indemnify, defend and hold harmless the City, the SFMTA, and their employees, officers, and agents for any liability or claims arising out of the construction work.

V. Limitation on Liability; Incidental or Consequential Damages.

A. General. Except as otherwise provided in this Agreement, each party to this Agreement will be responsible for its own damages and other costs, including attorney's fees, as a result of any claims arising out of the acts or omissions of the SFMTA in the performance of the Relocation Work performed in connection with this Agreement.

B. Liability for Cost Estimating. The SFMTA will not be responsible for additional costs of construction exceeding the construction cost estimate it provides as part of the SFMTA Work. In such event, the SFMTA will cooperate with the TJPA, to the extent feasible, to perform value engineering or re-design in an effort to reduce construction costs on a cost reimbursable basis.

C. Incidental or Consequential Damages. Notwithstanding any other provision of this Agreement, in no event shall the TJPA or the City/SFMTA be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with the SFMTA Traffic Engineering, OCS Design, and Construction Management Work.

VI. Miscellaneous Provisions

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

To SFMTA: Municipal Transportation Agency
One South Van Ness Ave. 3rd Floor
San Francisco, CA 94103
Attn: James Walsh, Project Manager

with a copy to: Municipal Transportation Agency
One South Van Ness Ave. 7th Floor
San Francisco, CA 94103
Attn: Daniel Arellano, DPT Project Manager

To TJPA: Transbay Joint Powers Authority
201 Mission St. Suite 1960
San Francisco, CA 94105
Attn: Maria Ayerdi, Executive Director

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

C. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

D. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

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

F. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section VIII.C.

G. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

H. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter. There shall be no waiver except in writing, signed by the party to be charged.

IN WITNESS WHEREOF, the parties execute this Agreement in San Francisco as of the date first mentioned above.

TRANSBAY JOINT POWERS AUTHORITY _____ Maria Ayerdi Executive Director	CITY AND COUNTY OF SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY _____ Nathaniel P. Ford, Sr. Executive Director/CEO
APPROVED AS TO FORM: Dennis J. Herrera, City Attorney By _____ Sheryl Bregman Deputy City Attorney	APPROVED AS TO FORM: Dennis J. Herrera, City Attorney By _____ John I. Kennedy Deputy City Attorney
TJPA Board of Directors Resolution No. _____ Date: _____ Attest: _____ Secretary, TJPA Board	SFMTA Board of Directors Resolution No. _____ Dated: _____ Attest: _____ Secretary, SFMTA Board

EXHIBIT A1

TEMPORARY TERMINAL PROJECT MANAGEMENT, ENGINEERING SUPPORT, CONSTRUCTION MANAGEMENT, AND SIGNAGE, STRIPING & METER SERVICES BY SFMTA

A. Scope of SFMTA (MUNI) Construction Management, Inspection, and Engineering Services:

- I. TJPA is constructing a Temporary Transbay Terminal at Howard Street between Beale and Main streets. The SFMTA shall provide construction administration, inspection and engineering support services for the installation of the overhead contact system (OCS) to support the Temporary Transbay Terminal. SFMTA construction staff will work with the TJPA Construction Management-Resident Engineer.
- II. The scope of SFMTA's services is limited to the following:
 - Coordinating and interfacing with project team members including TJPA, TJPA Contractor through TJPA Construction Management, and SFMTA (including SFMTA Resident Engineer, Inspectors, MUNI Maintenance and Operations).
 - Assisting TJPA Construction Management-Resident Engineer in coordinating with MUNI Street Operations to request vehicles to test the OCS.
 - Assisting TJPA Construction Management-Resident Engineer in submitting Contractor's clearance requests to SFMTA's Operation Central Control (OCC) and attending clearance meetings.
 - Calling in and closing out daily OCC clearances.
 - Providing inspection services (days, nights, and weekends) for the OCS work.
 - Issuing daily inspector reports for the OCS work.
 - Providing fulltime monitoring whenever OCS Contractor performs work impacting SFMTA operations. When authorized, issue directives or other required actions (such as stop work orders) to ensure that Contractor's work does not negatively impact SFMTA's operations or safety.
 - Attending progress, coordination, and traffic management meetings for the OCS work.
 - Assisting TJPA Construction Management-Resident Engineer in reviewing OCS submittals and RFIs by providing comments and recommendations.
 - Assisting TJPA Construction Management-Resident Engineer in reviewing OCS work progress and Contractor's submitted work plan.
 - Assisting TJPA Construction Management-Resident Engineer in processing progress payments by issuing recommendations for OCS quantity measurement and completion.
 - Assisting TJPA Construction Management-Resident Engineer in the management of change orders related to OCS work that affects SFMTA's operations.
 - Assisting TJPA Construction Management-Resident Engineer in reviewing Contract Change Order Requests and changes related to the OCS.
 - Providing SFMTA passengers with advance and timely information regarding changes to bus stops from the Existing Terminal to the Temporary Terminal

- Providing for SFMTA street supervision during planned overhead shutdowns/reroutes and initial test of trains/trolleys as part of OCS construction.

Not to Exceed Budget: \$270,500

B. Scope of SFMTA (DPT) Construction Administration, Engineering and Inspection Services:

- I. SFMTA shall provide engineering and inspection services for the construction of new traffic signals and parking meters, and for the reconfiguration of roadways to support the Temporary Terminal.

- II. The scope of SFMTA's services is limited to the following:
 - Attend regular meetings, coordinate with various agencies and departments to minimize vehicular, pedestrian and transit impacts due to construction.
 - Review the traffic routing to accommodate the demolition of the public right-of-way.
 - Review the traffic routing needs to accommodate the relocation of utilities adjacent to the Temporary Terminal.
 - Review and comment on the traffic routing plans as needed.
 - Provide inspection services and recommend operational adjustments to accommodate the reconfiguration of the roadways and traffic controls.
 - Provide electrical inspection for traffic signal construction work.

Not to Exceed Budget: \$376,000

C. Scope of SFMTA (DPT) Signage, Striping and Parking Meter Relocation Services:

- I. SFMTA shall relocate and install new traffic control signs, remove and relocate all parking meters and furnish and install all final street striping in accordance with the approved Temporary Terminal plans.

- II. The scope of SFMTA's services is limited to the following:
 - Provide all labor and materials necessary to remove existing City owned traffic control signs and guide signs and install new signage in the public right-of-way.
 - Provide all labor and materials necessary to remove existing parking meters and install new City-owned parking meters in the public right-of-way.
 - Provide all labor and materials necessary to grind existing striping and install final striping for the project.

Not to Exceed Budget: \$612,479

EXHIBIT A2

EXISTING TERMINAL DEMOLITION OCS PROJECT MANAGEMENT, ENGINEERING SUPPORT & CONSTRUCTION MANAGEMENT SERVICES BY SFMTA

A. Scope of SFMTA (MUNI) Construction Management, Inspection, and Engineering Services:

- I. The TJPA will demolish the existing Transbay Terminal on Mission Street between Fremont and First streets. The SFMTA shall provide engineering and construction management services for the demolition of the existing Transbay Terminal. SFMTA construction staff will work with TJPA Construction Management-Resident Engineer.

- II. The scope of SFMTA's services is limited to the following:
 - Assisting TJPA Construction Management-Resident Engineer in coordinating with MUNI Street Operations to request vehicles to test the OCS project.
 - Assisting TJPA Construction Management-Resident Engineer in submitting Contractor's clearance requests to SFMTA's Operation Central Control (OCC) and attending clearance meetings.
 - Calling in and closing out daily OCC clearances.
 - Providing inspection services (days, nights, and weekends) for the OCS work.
 - Issuing daily inspector reports for the OCS work.
 - Providing fulltime monitoring whenever OCS Contractor performs work impacting SFMTA operations. When authorized, issue directives or other required actions (such as stop work orders) to ensure Contractor's work does not negatively impact SFMTA's operations and safety.
 - Attending progress, coordination, and traffic management meetings for the OCS project.
 - Assisting TJPA Construction Management-Resident Engineer in reviewing OCS submittals and RFIs by providing comments and recommendations.
 - Assisting TJPA Construction Management-Resident Engineer in reviewing OCS work progress and Contractor's submitted work plan.
 - Assisting TJPA Construction Management-Resident Engineer in processing progress payments by issuing recommendations for OCS quantity measurement and completion.
 - Assisting TJPA Construction Management-Resident Engineer in the management of change orders related to OCS work that affects SFMTA's operations.
 - Assisting TJPA Construction Management-Resident Engineer in reviewing Contract Change Order Request and changes related to the OCS.
 - Providing SFMTA street supervision for vehicle re-routing during planned shutdowns of the OCS system.
 - Providing SFMTA passengers with timely information regarding changes to bus line routes and stops during the transition to the temporary terminal.

Not to Exceed Budget: \$205,000

B. Scope of SFMTA (DPT) Traffic Engineering Services:

- I. SFMTA shall provide engineering and construction management services to support the demolition of the existing Transbay Terminal.
- II. The scope of SFMTA's services is limited to the following:
 - Participate in the collaborative planning and design efforts by TJPA and its consultants for the routing of vehicle, pedestrian and transit traffic during the demolition of the existing Transbay Terminal.
 - Review final specifications and estimates for traffic routing for demolition.
 - Attend regular meetings and review and comment on traffic routing to accommodate the demolition of the existing Transbay Terminal.

Not to Exceed Budget: \$29,000

EXHIBIT A3

UTILITY RELOCATION TRAFFIC PLANNING AND ENGINEERING SERVICES BY SFMTA

A. Scope of SFMTA (MUNI) Project Management and Engineering Services:

- I. The TJPA is relocating utility lines on Mission, Fremont, Beale and First streets as part of the Transit Center Relocation of Utilities Project. The SFMTA shall provide traction power analysis and engineering services to support the Transit Center Relocation of Utilities Project.
- II. The scope of SFMTA's services is limited to the following:
 - Review the impact of TJPA's relocation of SFMTA facilities and make recommendations to the TJPA design team based on traction power analysis.
 - Perform traction power analyses to determine the need for new traction power infrastructure (conduits, ductbank, cable, manholes) and make recommendations to TJPA design team.

Budget: **\$55,000**

B. Scope of SFMTA (DPT & MUNI)'s Traffic Planning and Project Management Services:

- I. SFMTA shall provide traffic planning, traffic engineering and project management services to support the Transit Center Utility Relocation.
- II. The scope of work is limited to the following:
 - Participate in the collaborative planning and design efforts by TJPA and its consultants for the routing of vehicle, pedestrian and transit traffic during the relocation of utilities adjacent to the Transit Center.
 - Review final specifications and estimates for traffic routing during the relocation of utilities.
 - Attend regular meetings and work with various agencies to minimize the impacts to the public during the utility relocation.
 - Provide SFMTA street supervision for vehicle re-routes.
 - Provide for any needed relocation of SFMTA overhead contact system (OCS), including support for re-routes/bus substitution during any period of OCS shutdown.

Not to Exceed Budget: **\$95,500 (DPT)**
15,000 (MUNI)

**EXHIBIT A4
TRANSIT CENTER
TRAFFIC PLANNING AND ENGINEERING SERVICES BY SFMTA**

A. Scope of SFMTA (MUNI)'s Project Management and Engineering Services:

- I. TJPA is constructing a new Transit Center at Mission Street between Fremont and Beale streets. The SFMTA shall provide Engineering design services for the overhead contact system (OCS) project related to the new Transit Center. (See enclosed preliminary sketch, alignments are subject to change.)

- II. The scope of SFMTA's services is limited to the following:
 - Provide construction plans, sequencing plans, specifications, and construction cost estimates, including new trolley pole foundations, trolley poles, wires, wood troughs support spans and bracket arms.
 - Reconfigure existing special OCS.
 - Provide design of existing streetlight transfer to new trolley poles where required; remove existing streetlight poles as needed.
 - Participate in coordination meetings with City agencies, TJPA and TJPA's design team.
 - Coordinate and obtain approval from SFMTA Operations and Maintenance on the bus plaza design.

- III. The scope of SFMTA's services is based upon the following assumptions:
 - a. Baseline survey, existing underground utility information and new Transbay Transit Center drawings to be provided to SFMTA.
 - b. The design and relocation of existing utilities not owned by the SFMTA shall be addressed and designed by other parties. OCS installation may require the relocation of such existing utilities.
 - c. Additional work triggered by the relocation of trolley poles (curb ramp reconstruction, traffic signal and mast arm relocation, and the relocation of traffic signs, etc.) shall be addressed and designed by others.
 - d. All associated civil design elements (e.g. passenger boarding islands) shall be designed and addressed by other parties.
 - e. All new poles shall be designed using standard poles with standard cobra type streetlights.
 - f. Sub-sidewalk basement special foundations, and eyebolts to buildings, if any, shall be addressed and designed by other parties.

Not to Exceed Budget: \$480,000

B. Scope of SFMTA (DPT)'s Traffic Engineering Services:

- I. SFMTA shall provide traffic planning and engineering services for the new Transit Center.
- II. The scope of SFMTA's services is limited to the following:
 - Participate in the collaborative planning and design efforts by TJPA and its consultants for the routing of vehicle, pedestrian and transit traffic for the new Transit Center.
 - Provide review of conceptual traffic signal plans.
 - Review preliminary specifications and estimates of traffic routing for the new Transit Center.
 - Attend regular meetings and review traffic routing needs to accommodate the construction of the new Transit Center.

Final designs and services for new or modified signage, striping, and traffic signals are outside the scope of proposed SFMTA (MUNI & DPT) services and subject to a separate agreement between TJPA and SFMTA.

Not to Exceed Budget: \$90,500

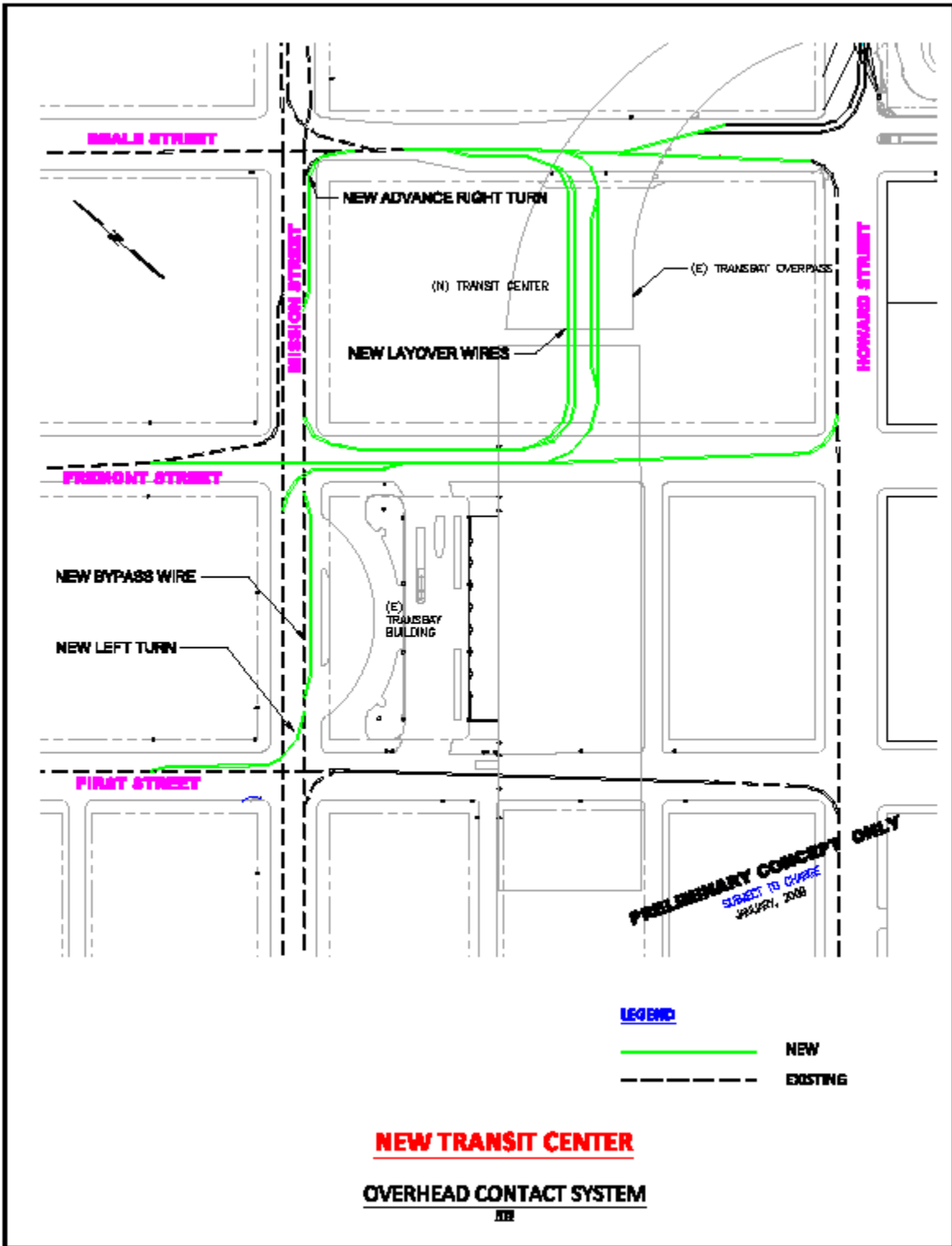


EXHIBIT A5

**BUS STORAGE FACILITY
TRAFFIC PLANNING BY SFMTA**

A. Scope of SFMTA (DPT) Traffic Engineering Services:

- I. TJPA is constructing a temporary bus storage facility at Howard Street between Main and Beale streets. SFMTA shall provide traffic planning and engineering services for the new Bus Storage Facility.

- II. The scope of SFMTA's services is limited to the following:
 - Participate in the collaborative planning and design efforts by TJPA, City departments, and the consultants for the Bus Storage Facility.
 - Attend regular meetings and review the traffic routing and traffic circulation needs to accommodate the Bus Storage Facility.
 - Review final specifications and estimates for traffic engineering services to accommodate the Bus Storage Facility.

Not to Exceed Budget \$29,000

EXHIBIT A6

**MISCELLANEOUS PROJECT MANAGEMENT, ENGINEERING SUPPORT &
CONSTRUCTION MANAGEMENT SERVICES BY SFMTA**

A. Scope of SFMTA's (DPT & MUNI) Project Management, Engineering Construction Management, and Inspection Support and Coordination Services:

- I.** SFMTA shall provide general planning, project management, engineering support, and construction management services and coordination to support TJPA for the Transbay Transit Center Program.
- II.** The scope of work is limited to the following:
- Providing general project management support and coordination.
 - Providing general engineering support and coordination.
 - Providing general construction management and inspection support and coordination.
 - Providing general traffic planning and engineering support and coordination.

Budget: \$25,000

EXHIBIT B-1**SFMTA/DPT Wage Rates 2009**

JOB TITLE	JOB CLASS	HOURLY X 2.45	DAILY RATE X 2.45	DAILY ROUNDED RATE
ENGINEERING DIVISION				
Planner IV	5290	\$139.01	\$1,112.08	\$1,113.00
Principal Engineer	5212	\$216.24	\$1,729.95	\$1,730.00
Senior Engineer	5211	\$173.09	\$1,384.74	\$1,390.00
Engineer	5241	\$149.51	\$1,196.09	\$1,200.00
Assoc Engineer	5207	\$129.18	\$1,033.41	\$1,040.00
Asst Engineer	5203	\$111.05	\$888.37	\$890.00
Jr. Engineer	5201	\$98.25	\$785.96	\$790.00
Stud Train I	5380	\$57.88	\$463.05	\$470.00
Stud Train II	5381	\$62.11	\$496.86	\$500.00
Stud Train II	5382	\$65.08	\$520.63	\$530.00
Civ. Eng. Asst.	5362	\$82.87	\$662.97	\$670.00
Civ. Eng. Assoc. I	5364	\$91.78	\$734.27	\$740.00
Civ. Eng. Assoc. II	5366	\$106.27	\$850.15	\$860.00
Survey Tech.	5302	\$81.65	\$653.17	\$660.00
PAINT SHOP				
Manager Paint	5301	\$113.74	\$909.93	\$910.00
Sup Paint Shop	7242	\$105.53	\$844.27	\$850.00
Painter	7346	\$88.02	\$704.13	\$710.00
SIGNAL SHOP				
Elec. Sup II	7276	\$135.24	\$1,081.92	\$1,090.00
Elec. Sup I	7238	\$121.46	\$971.67	\$980.00
Elec.	7345	\$107.59	\$860.69	\$870.00
SIGN SHOP				
Manager Sign	5306	\$136.53	\$1,092.21	\$1,100.00
Sr. Mgmt. Asst.	1844	\$96.10	\$768.81	\$770.00
Sup. Traffic Sign	5303	\$107.28	\$858.24	\$860.00
Sign Installer	7457	\$74.79	\$598.29	\$600.00
METER SHOP				
Manager Meter Shop Mgr. III	9177	\$149.02	\$1,192.17	\$1,200.00
Parking Meter Repair Sup.	5303	\$107.28	\$858.24	\$860.00
Parking Meter Repairer	1844	\$96.10	\$768.81	\$770.00
Maintenance Machinist	7457	\$74.79	\$598.29	\$600.00

EXHIBIT B-2**SFMTA/MUNI Wage Rates 2009**

JOB TITLE	JOB CLASS	UNBURDENED DAILY RATE	BURDENED DAILY RATE (UNBURDENED DAILY X 3.06)
Project Manager I	5502	\$485	\$1484
Project Manager II	5504	\$562	\$1722
Transit Planner	5290	\$453	\$1386
Principal Engineer	5212	\$664	\$2032
Senior Engineer	5211	\$568	\$1738
Engineer	5241	\$488	\$1493
Assoc. Engineer	5207	\$424	\$1297
Asst. Engineer	5203	\$368	\$1126
Jr. Engineer	5201	\$321	\$983
Civil Engineer Asst.	5362	\$272	\$832
Civil Engineer. Assoc. I	5364	\$304	\$930
Civil Engineer Assoc. II	5366	\$347	\$1062
Executive Secretary I	1450	\$252	\$772
Secretary II	1446	\$232	\$710
Construction Inspector	6318	\$368	\$1126
Sr. Construction Inspector	6319	\$404	\$1236

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

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Authorizes the Executive Director/CEO to execute SFMTA Contract # 4099-08/09, Agreement between the City and County of San Francisco and Cambridge Systematics, Inc., to conduct transportation nexus studies for a term of nine months and an amount not to exceed \$434,992.

SUMMARY:

- San Francisco Administrative Code Section 38.7 requires that the information and calculations used to determine the Transit Impact Development Fee (TIDF) levied on new non-residential development be updated every five years beginning in September, 2009.
- San Francisco Planning Code Section 326.8 calls for a Task Force, consisting of various City agencies and the San Francisco County Transportation Authority ("SFCTA"), and coordinated by the SFMTA and the Office of the City Attorney, to conduct "a nexus study establishing the impact of new residential development and parking facilities . . . on the City's transportation structure and parking facilities" and make recommendations to the Board of Supervisors for new impact fees on such developments.
- Based on the work of the Task Force, a Request for Proposals (RFP) for a consultant to perform nexus studies was issued by the SFMTA and Office of City Attorney on December 12, 2008.
- In February 2009, two proposals were received in response to the RFP.
- In March 2009, a selection panel of representatives from the SFMTA, the SFCTA, the San Francisco Planning Department, and the Mayor's Office of Economic and Workforce Development evaluated the proposals and ranked Cambridge Systematics, Inc. ("CSI") the highest responsive proposer.
- The contract with CSI will assist SFMTA in meeting the Administrative Code requirements concerning the update of the TIDF and assist the Task Force in meeting the directives of Planning Code Section 326.8.

ENCLOSURES:

1. SFMTAB Resolution
2. Agreement between SFMTA and Cambridge Systematics, Inc.
3. Memorandum of Understanding

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

SFMTA Board approval of this resolution would authorize the Executive Director/CEO to execute an agreement with Cambridge Systematics, Inc. to conduct transportation nexus studies (SFMTA Contract #4099-08/09), including an update of the information and estimates used to determine base service rates for the TIDF, the nexus study called for by Section 326.8 of the San Francisco Planning Code, and a nexus study to evaluate a development fee to mitigate significant transportation-related environmental effects of new development for purposes of environmental analysis under CEQA, as measured by new automobile trips generated, for a term of nine months and an amount not to exceed \$434,992.

GOAL

The proposed with Cambridge Systematics 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 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 2.3 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, 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, Muni and SFMTA have collected more than \$121 million (including interest charges on installment payments) from the TIDF.

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. New non-residential developments, classified into six categories, were subject to a TIDF ranging from \$8.00 to \$10.00 per square foot in 2004. The rates are adjusted for inflation every two years and now range from \$8.75 to \$10.94 per square foot; the next adjustment will be on July 1, 2009.

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 first such report is due in September 2009. The TIDF Nexus Study Update, the first of the three nexus studies authorized by the subject contract, will therefore assist SFMTA in meeting this requirement by September, 2009.

In April 2008, the Board of Supervisors also 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, 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 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 the number of 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. Such facilities and services may include measures to improve bicycle and pedestrian safety, reduce noise, reduce greenhouse, gas emissions, and expand alternative modes of transportation.

In October 2008, representatives from the SFMTA, Office of the City Attorney, SF Planning Department, SFCTA, City Controller's Office, General Services Agency, and Mayor's Office of Economic and Workforce Development (OEWD) convened the first of several meetings of the Task Force to discuss and agree on a) a comprehensive scope and timeline of the Transportation Nexus Studies (TNS), and b) a Memorandum of Understanding (MOU) to specify the parameters under which participating agencies will cooperate and provide resources needed for the nexus studies.

The Task Force decided to combine all three studies into one request for proposals ("RFP"). In December 2008, an RFP for Transportation Nexus Studies meeting the guidelines established by the Task Force was issued through the auspices of the SFMTA and Office of the City Attorney.

In February 2009, the SFMTA, OEWD, the SFCTA, and SF Planning Department agreed to the general terms and conditions of the MOU, as described previously. Also in February, two teams of consultants, one headed by Cambridge Systematics, Inc. and the other by Fehr & Peers, submitted proposals in response to the RFP.

In March 2009, a selection panel composed of representatives from the SFMTA, the Planning Department, the SFCTA and OEWD evaluated the written proposals and oral presentations by the two teams of consultants and scored Cambridge Systematics as the highest-ranked proposer.

In May 2009, SFMTA and City Attorney staff completed negotiations with Cambridge Systematics on an agreement (the "Agreement"), key provisions of which are described below, to conduct the three nexus studies.

Agreement

Following are the key provisions of the Agreement:

- Amount: Not to exceed \$434,992
- Term: Nine months, from June, 2009 to February 2010
- Scope: Conduct, complete, and submit reports on three related transportation nexus studies:
 1. A nexus study to update the information and calculations used to determine the TIDF for various types of developments, as required by San Francisco Administrative Code Section 38.7.
 2. A nexus study on the comprehensive impact of new development on the city's multi-modal transportation infrastructures and, if justified, a CTIDF to mitigate such impact, as required by San Francisco Planning Code Section 326.8; and
 3. A nexus study on the transportation-related environmental impact of new

development including greenhouse gas emissions, air quality, noise, street

PAGE 5

congestion, and traffic and defensibility of a new automobile trip mitigation fee (ATMF).

Further, Cambridge Systematics and its team of consultants, including Nelson/Nygaard Consulting Associates, Robert Spencer, EnviroTrans Solutions, and Seifel Consulting, will provide support at up to five public meetings to explain and receive comments on the proposed revisions to the TIDF and the implementation of the CTIDF and/or ATMF, and will also provide an analysis of the potential burden on development created by the fees.

The Contract Compliance Office has established a Local Business Enterprise (LBE) participation goal of at least 15% for this contract.

The City Attorney has reviewed this report.

ALTERNATIVES CONSIDERED

An alternative to contracting out this work is to do the work “in-house”. Staff determined that the City does not have the specialized expertise or staff resources to perform all the services necessary for the nexus studies of such scope and complexity.

FUNDING IMPACT

As provided in the attached MOU, \$325,000 of the costs of the consulting services under this contract will be funded jointly by the SFMTA, SFCTA, Planning Department, and OEWD. The remaining \$109,992 will be paid from the TIDF fees collected, as part of the costs to administer the TIDF Ordinance or Chapter 38 of the SF Administrative Code.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The contract received authorization from the Civil Service Commission on March 2, 2009.

RECOMMENDATION

Authorize the San Francisco Municipal Transportation Agency through its Executive Director/CEO to execute SFMTA Contact # 4099-08/09, Agreement between City and County of San Francisco and Cambridge Systematics, Inc., to conduct transportation nexus studies for a term of nine months and an amount not to exceed \$434,992.

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, The 1981 TIDF was substantially revised and expanded in 2004 to increase the TIDF and extend its scope to include non-residential development throughout the City of San Francisco; and

WHEREAS, The current TIDF ordinance requires that the information and calculations used to determine the TIDF rates be updated, 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 that this update and report be prepared every five years beginning in September 2009; 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 Task Force 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 and the nexus study directed by Planning code Section 326.8; and

WHEREAS, The Task Force further agreed to include a third nexus study in support of the City and County policy initiative already underway to replace the Level-of Service (LOS) standard in measuring the significant transportation-related impacts of new developments under the California Environmental Quality Act (CEQA), with a new standard based on the Auto Trips Generated (ATG) by new developments; and to develop the basis for the adoption of a new Auto Trip Mitigation Fee (ATMF) to fund facilities and services to mitigate such environmental impacts of new developments; and

WHEREAS, Task Force representatives from SFMTA, the San Francisco Planning Department, the Mayor's Office of Economic and Workforce Development, and the San Francisco County Transportation Authority agreed on a Memorandum of Understanding (MOU) to specify the parameters under which they will cooperate and provide resources needed for the nexus studies; and

WHEREAS, A Request for Proposals (RFP) for Transportation Nexus Studies was issued in December, 2008 in accordance with the guidelines provided by the Task Force and the Memorandum of Understanding; and

WHEREAS, Two teams of consultants, one headed by Cambridge Systematics and one by Fehr & Peers, responded to the RFP in February 2009; and

WHEREAS, A selection panel composed of representatives from the SFMTA, the San Francisco County Transportation Authority, the San Francisco Planning Department, and the Mayor's Office of Economic and Workforce Development evaluated the written proposals and oral presentations of the teams of consultants and scored Cambridge Systematics as the highest-ranked proposer in March 2009; and

WHEREAS, The agreement has been negotiated with Cambridge Systematics to conduct the nexus studies needed to assist in meet the requirements of Administrative Code Section 38.7 and Planning Code Section 326.8; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Executive Director/CEO to execute SFMTA Contract # 4099-08/09, Transportation Nexus Studies, with Cambridge Systematics, Inc., to update calculations used to determine the Transportation Impact Development Fee and recommend whether rates should be changed, for an amount not to exceed \$434,992 and a term of nine months.

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**

Agreement between the City and County of San Francisco and Cambridge Systematics, Inc. for Transportation Nexus Studies

Contract No. PSC # 4009-08/09

This Agreement is made this ____ day of June, 2009, in the City and County of San Francisco, State of California, by and between: Cambridge Systematics, Inc., 555 12th Street, Suite 1600, Oakland, California 94607, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("SFMTA") and Office of the City Attorney ("City Attorney").

Recitals

WHEREAS, the SFMTA and City Attorney wish to obtain consulting and analytical services of Contractor to develop a three part nexus study to support existing and proposed transportation-related development impact and mitigation fees and make recommendations; and,

WHEREAS, a Request for Proposal ("RFP") was issued on December 12, 2008, and City selected Contractor as the highest ranked proposer; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by City as described in this contract; and,

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved PS Contract # 4009-08/09 on March 2, 2009;

Now, THEREFORE, the parties agree as follows:

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

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the

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

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

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

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

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from June __, 2009 to February __, 2010 (or nine months from the date of the Notice to Proceed issued by City to Contractor, whichever is later).

3. Effective Date of Agreement

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

4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Attachment A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein. Task 3, the Automobile Trip Mitigation Fee Nexus Study, shall be performed through the issuance of Task Orders in which the agreed work the Contractor shall perform is specifically described and milestones are set out, in accordance with the following procedures:

- a. The SFMTA, with the concurrence of the City Attorney, will prepare a request for services, signed by the project manager, which shall include a detailed description of the scope of required services, including specific deliverables and expected time(s) for completion for each deliverable.
- b. Contractor shall respond by preparing and submitting within 15 days of receipt of the request for services a detailed work proposal, which shall include:
 1. A description by task and subtask of the work to be performed and the means and methods to perform it;
 2. Milestones for completion of each deliverable;

3. A cost estimate for each task or subtask showing a breakdown of estimated hours and direct salaries by individual for each activity required to complete all tasks and subtasks, as well as estimated out-of-pocket expenses.

c. The City and Contractor will then negotiate a final written description of services, staff assignments, deliverables, schedule requirements, and budget for all tasks included in the Task Order.

d. Before beginning work on any task under a task order, the task order, including the scope of services, schedule requirements, and budget must be signed by both parties' authorized representatives and the SFMTA, with the concurrence of the City Attorney, must issue notice to proceed to the Contractor to begin work.

e. The SFMTA, with the concurrence of the City Attorney, shall have the authority to direct Contractor to discontinue, perform further, or provide additional resources to the performance of any task or subtask included in a Task Order.

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 four hundred thirty-four thousand nine hundred ninety two dollars (\$434,992), 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.

6. Guaranteed Maximum Costs

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

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

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

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

7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City.

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

8. Submitting False Claims; Monetary Penalties

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

9. Left Blank by Agreement of the Parties

10. Taxes

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

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

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

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

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

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

11. Payment Does Not Imply Acceptance of Work

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

12. Qualified Personnel

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

13. Responsibility for Equipment

City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor

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

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

b. Payment of Taxes and Other Expenses

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

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

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

15. Insurance

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

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

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

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

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

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, subject to the dollar value limits of the policy.

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

SFMTA Finance and IT Division – Real Estate Unit
1 S. Van Ness Avenue, 8th Floor
San Francisco, CA 94103-5417

Copy to: Contracts and Procurement Office
San Francisco Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, CA 94103

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

e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

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

g. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

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

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

16. Indemnification

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this

Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Left Blank by Agreement of the Parties

20. Default; Remedies

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

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

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

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

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

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

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

21. Termination for Convenience

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

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

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

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

(3) Terminating all existing orders and subcontracts.

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

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

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

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

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

(1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can

establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

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

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

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

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

22. Rights and Duties upon Termination or Expiration

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

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

23. Conflict of Interest

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

24. Proprietary or Confidential Information of City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information, including, without limitation, attorney work product and information subject to the attorney-client privilege which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor or created by Contractor for City shall be held in confidence and used only in performance of the Agreement. Should Contractor wish to relate the City's disclosures or Contractor's creations to a third party, excepting a subcontractor performing services in connection with this Agreement, Contractor must first secure City's permission in writing. In the event that Contractor receives a subpoena for information related to the performance of work or services under this Agreement, Contractor shall promptly notify the City Attorney's Office. Contractor will not be obligated to resist the subpoena but will cooperate with the City Attorney's Office if the City Attorney's Office chooses to challenge the subpoena. All costs related to quashing the subpoena or obtaining a protective order shall be borne by the City.

Contractor shall impose the requirements of this Section governing the confidentiality of attorney work product and attorney client communications in any subcontracts entered into by Contractor in the performance of this Agreement. This section shall survive the termination or expiration of this Agreement.

25. Notices to the Parties

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

To City: **Sonali Bose**
 Chief Financial Officer
 San Francisco Municipal Transportation Agency
 1 South Van Ness, 7th Floor
 San Francisco, CA 94103
 Fax: 415-701-4725
 Sonali.Bose@sfmta.com

With copy to: **Sherri Kaiser**
Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Fax: 415-554-4747
Email: Sherri.Kaiser@sfgov.org

To Contractor: **Steven Pickrell**
Senior Vice President
Cambridge Systematics, Inc.
555 12th Street, Suite 1600
Oakland, CA 94607
Fax: 510-873-8701
Email: spickrell@camsys.com

With copy to: **Jan Wolf**
Cambridge Systematics, Inc.
115 S. LaSalle Street, Suite 2200
Chicago, IL 60603
Fax: 312-346-2014
Email jwolf@camsys.com

Any notice of default must be sent by registered mail.

26. Ownership of Results

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. Provided, the City's use of the foregoing for purposes other than as contemplated by this Agreement shall be at the sole risk of the City.

Notwithstanding the above provisions of this contract, Contractor shall retain ownership of all proprietary data, concepts, methods, techniques, processes, protocols, adaptations, ideas, formulas, software, databases, know-how, tools, trade secrets, background technologies, and standards of judgment (collectively "Cambridge Systematics Methods") owned, licensed, or controlled by Cambridge Systematics prior to this contract. Should use of the deliverables specified under this contract require use of Cambridge Systematics Methods, such deliverables shall include a non-exclusive, worldwide, irrevocable, non-transferable, paid-up right and license in favor of City to use such Cambridge Systematics Methods to the extent necessary to utilize

such deliverables.

27. Works for Hire

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City.

If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. Subject to the limitations of Paragraph 24, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities. Provided, this paragraph shall be inapplicable to any "Cambridge Systematics Methods" as that term is defined by paragraph 26.

28. Audit and Inspection of Records

Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

29. Subcontracting

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

30. Assignment

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

31. Non-Waiver of Rights

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

32. Earned Income Credit (EIC) Forms

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

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

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within 30 days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

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

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

33. Local Business Enterprise Utilization; Liquidated Damages

a. The LBE Ordinance

Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of

Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

(1) Enforcement

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

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

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

(2) Subcontracting Goals

The LBE subcontracting participation goal for this contract is 15%. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor.

Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

(3) Subcontract Language Requirements

Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors.

Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction.

Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

(4) Payment of Subcontractors

Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount.

Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking

accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts

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

c. Nondiscrimination in Benefits

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

d. Condition to Contract

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

e. Incorporation of Administrative Code Provisions by Reference

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

35. MacBride Principles—Northern Ireland

Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban

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

37. Drug-Free Workplace Policy

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

38. Resource Conservation

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

39. Compliance with Americans with Disabilities Act

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

40. Sunshine Ordinance

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors’ bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or

organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records

If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions

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

43. Requiring Minimum Compensation for Covered Employees

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

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

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

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

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

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

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably

be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

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

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

44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

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

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

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

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

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

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

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City contract. If Contractor fails to do so, it shall be presumed that any employee who has worked on this contract is a Covered Employee.

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

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

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

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

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

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

arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference

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

b. First Source Hiring Agreement

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

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

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

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

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

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

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

(6) Set the term of the requirements.

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

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

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

c. Hiring Decisions

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

d. Exceptions

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

e. Liquidated Damages

Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
 - A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

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

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

f. Subcontracts

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

46. Prohibition on Political Activity with City Funds

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

47. Preservative-treated Wood Containing Arsenic

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

48. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved as required by law.

49. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the SFMTA, who shall decide the true meaning and intent of the Agreement. Such determination shall not be binding on any further proceedings brought by the parties to enforce this Agreement.

50. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction

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

52. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48.

53. Compliance with Laws

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

54. Services Provided by Attorneys

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

55. Left Blank by Agreement of the Parties

56. Severability

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Administrative Code Section 12M.2 shall be a material breach of this contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as

quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Left Blank by Agreement of the Parties

61. No Third Party Beneficiary

The parties agree that this Agreement is not intended by any of the provisions of any part of this Agreement to establish in favor of any other party, the public, or any member thereof, the

rights of a third party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Agreement to enforce this Agreement or any rights or liabilities arising out of the terms of this Agreement.

62. Forecasts

Contractor's estimates and projections involve subjective judgments that are impacted by the assumptions used and which may differ materially from the actual results. To the extent that Contractor's work hereunder requires Contractor to develop estimates and projections, Contractor does not guaranty any particular outcomes or results.

63. Approval by Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Signed counterparts may be delivered by telephone facsimile or by PDF delivered by email.

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

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <hr/> <p>Nathaniel P. Ford, Sr. Executive Director/CEO</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Deputy City Attorney</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ David A. Greenburg Deputy City Attorney</p> <p>AUTHORIZED BY:</p> <p>MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Roberta Boomer, Secretary to the SFMTA Board of Directors</p>	<p>CONTRACTOR</p> <p>Cambridge Systematics, Inc.</p> <p>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p> <p>I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p>Cambridge Systematics, Inc. 555 12th Street Oakland, CA 94607</p> <p>City vendor number: 69909</p>
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Appendices

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

Attachment A
Services to be Provided by Contractor

1. Description of Services

Contractor agrees to perform the following services:

A. Organizational Management

The organizational structure of the team is shown in Figure 1 (see next page). The key individuals listed and identified to perform the services under the request for proposals (RFP) will not be substituted with other personnel or reassigned to another project without the City's prior written approval.

Figure 1. Organizational Chart for Transportation Nexus Studies (Text Equivalent)

San Francisco Municipal Transportation Agency

- Cambridge Systematics, Inc. – Prime Contractor

- *Christopher Wornum – Project Manager*
- Ryan Greene-Roesel – Deputy Project Manager
- George Mazur – Principal-in-Charge

TIDF Nexus Study Update

- *Bonnie Nelson – Nelson/Nygaard Consulting Associates (Subconsultant)*
- Robert Spencer – Subconsultant
- Rebecca Kolhstrand – EnviroTrans Solution (Subconsultant)

Comprehensive Transportation Impact Development Fee (CTIDF) Nexus Study

- *Robert Spencer – Subconsultant*
- Christopher Wornum – Cambridge Systematics, Inc.
- Bonnie Nelson – Nelson/Nygaard Consulting Associates (Subconsultant)
- Elizabeth Seifel – Seifel Consulting, Inc. (Subconsultant)
- Rebecca Kolhstrand – EnviroTrans Solution (Subconsultant)

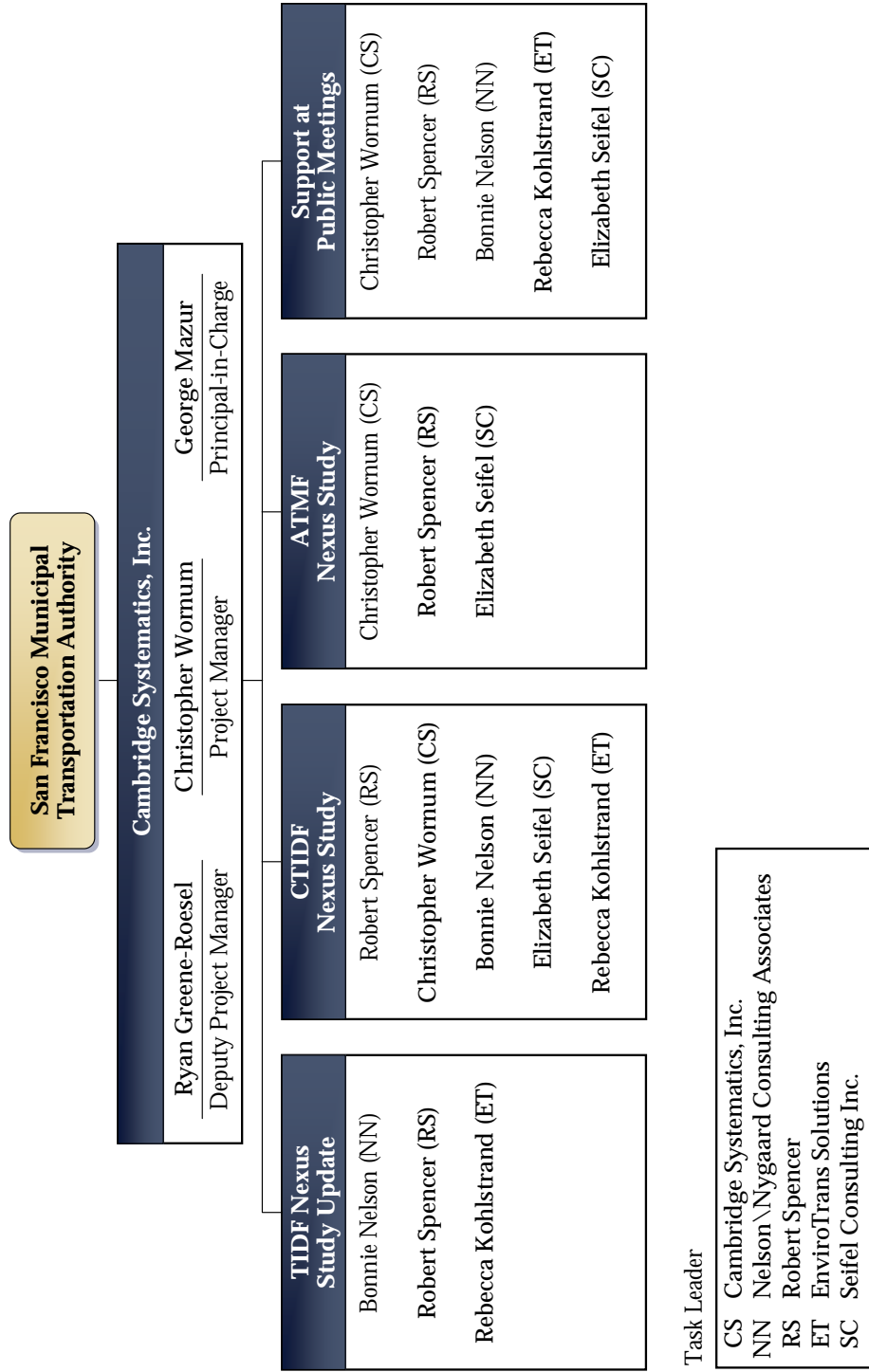
Automobile Trip Mitigation Fee (ATMF) Nexus Study

- *Christopher Wornum – Cambridge Systematics, Inc.*
- Robert Spencer – Subconsultant
- Elizabeth Seifel – Seifel Consulting, Inc. (Subconsultant)

Support at Public Meetings

- *Christopher Wornum – Cambridge Systematics, Inc.*
- *Robert Spencer – Subconsultant*
- *Bonnie Nelson – Nelson/Nygaard Consulting Associates (Subconsultant)*
- Rebecca Kolhstrand – EnviroTrans Solution (Subconsultant)
- Elizabeth Seifel – Seifel Consulting, Inc. (Subconsultant)

Figure 1 Organizational Chart



B. Project Approach

The work scope, presented below by task, articulates how the CS team will develop a nexus study for each of the three transportation fees discussed in the RFP, and addresses any overlaps among the fees. Contractor has consolidated certain work steps according to how it intends to approach the work. Table 2 shows the correspondence between the consolidated work steps and those listed in the RFP.

Table 2. Consolidated Work Steps

Task 1 – Transit Impact Development Fee Nexus Study Update

Task No.	Task/Subtasks	Deliverables	RFP Tasks	Schedule
1.1	Develop comprehensive trip generation rate schedule	Internal memorandum	1.c.vi, 1.c.xii	June-July
1.2	Update base service standard	–	1.c.i, 1.c.iv	June-July
1.3	Determine net costs per revenue service hour	–	1.c.ii, 1.c.iii, 1.c.v	June-July
1.4	Update base service standard rates	Draft report	1.c.vii, 1.c.viii, 1.c.ix, 1.c.x	June-July
1.5	Develop recommended TIDF rate schedule	Final report		July-August
1.6	Evaluate policy and technical changes to the TIDF Ordinance	Internal memorandum	1.c.xi	July-August

Task 2 – Comprehensive Transportation Impact Development Fee Nexus Study

Task No.	Task/Subtasks	Deliverables	RFP Tasks	Schedule
2.1	Estimate existing and proposed development	Internal memorandum	2.c.iii (part), 2.c.v1 (part)	June-July
2.2	Identify types of capital and includable operating costs	Internal memorandum	2.c.ii	June-August
2.3	Identify transportation system performance standards	Internal memorandum	2.c.i, 2.c.iii (part)	June-September

Task No.	Task/Subtasks	Deliverables	RFP Tasks	Schedule
2.4	Estimate cost of transportation improvements to accommodate growth	Internal memorandum	2.c.iv, 2.c.v, 2.c.vi (part)	August-September
2.5	Calculate maximum fee schedule	Draft and final report	2.c.vii, 2.c.viii, 2.c.ix	September-November
2.6	Conduct fee burden analysis	Technical memorandum	Not applicable	September-December

Task 3 – Automobile Trip Mitigation Fee Nexus Study

Detailed tasks, subtasks, deliverables, and schedules will be specified and agreed upon later in Task Order/s, along the guidelines described in C. WORKPLAN during the nine-month period from June 2009 to February 2010.

Task 4 – Public Meetings

Task No.	Task/Subtasks	Deliverables	RFP Tasks	Schedule
4.1	Support public outreach	Slide presentations	4.a	January-February 2010

C. WORK PLAN

Task 1 – Transit Impact Development Fee Nexus Study Update

Objective

The Transit Impact Development Fee (TIDF) was first adopted in 1981. The Board of Supervisors adopted the first major revision to the fee in 2004. At that time the fee was expanded from downtown office uses to nearly all nonresidential land uses citywide. The primary purpose of this task is to conduct the first five-year update of the fee following the 2004 revision pursuant to Chapter 38.7 of the San Francisco Administrative Code. The revision must update all assumptions in the nexus study and consider whether to adjust the amount of the fee.

This update will also evaluate expanding the fee to the following land uses:

- Residential;
- Parking (as a primary use); and
- Parking (as an accessory or secondary use).

SFMTA is required to provide a report on the update by September 4, 2009.

Approach

Cambridge Systematics-SFMTA/City Attorney
Services Agreement for Transportation Nexus Studies
SFMTA P-500 (11-07)

5/14/09

Aside from the expansion of the fee to residential and parking uses, the TIDF update is a relatively simple exercise. Data sources for most of the assumptions needed to update the fee formula are readily available and little data manipulation is needed. Contractor will comply with Chapter 38.7 of the Administrative Code regarding data sources and approach and will otherwise remain consistent with the approach taken in the nexus study prepared by members of Contractor's team in connection with the 2004 revisions to the TIDF

Of greatest potential interest from a technical and policy perspective is the update of trip generation rates by economic activity category. Based on recent research, Contractor will adjust rates to more precisely reflect differences in trip generation by mode (auto, transit, bicycle, pedestrian) depending on the transit-oriented characteristics of a development project. This approach enables transportation development fees to more effectively support implementation of the City's Transit-First Policy by providing economic incentives for transit-oriented development. See Task 1.1, below, for more discussion.

Subtask 1.1 – Develop Comprehensive Trip Generation Rate Schedule

Approach

Trip generation rates are the most common measure of the impact of new development on a transportation system. Trip rates have three uses in an impact fee nexus methodology:

1. Estimate total trips generated by existing development, typically to calculate baseline performance standards such as the base service standard (see Subtask 1.2, below);
2. Estimate total trips generated by all projected new development, typically to calculate future performance standards and to estimate total fee revenues; and
3. Allocate costs to individual development projects through a fee schedule.

The results of this subtask will play critical role throughout this project because of their use in the nexus methodologies for the TIDF, the CTIDF, and the ATMF. Development of consistent trip generation rates will:

- Ensure consistency and therefore technical defensibility among the three fee methodologies; and
- Enable the calculation of credits across the TIDF, CTIDF, and ATMF to ensure that new development is not paying twice for the same impact.

Contractor will develop a trip generation rate schedule to address the following technical and policy issues raised by the TIDF, CTIDF, and ATMF. Legal issues will be handled by the City Attorney.

- Trip rates by mode (auto, transit, bicycle, and pedestrian) to support a reasonable relationship between new development and types of transportation system impacts;
- Trip rates by geographic area of the City to support a reasonable relationship between new development and the location of transportation system impacts; and
- Trip rates by land use to support a reasonable relationship between the type of new development and transportation system impacts with specific attention to:

Residential and parking uses (primary and accessory) to support expansion of the TIDF to those uses; and

Transit-oriented development to 1) support the City's Transit-First Policy, 2) comply with AB 3005, and 3) provide economic incentives for TODs.

For the 2004 TIDF update, members of the Contractor's team conducted a comprehensive study of trip generation rates, establishing land use categories based on land uses described in the San Francisco Planning Code. These trip generation rates were based on the 7th Edition of the ITE Trip Generation Manual. The team supplemented these rates with data specifically applicable to San Francisco to incorporate the unique travel characteristics of a densely developed urban core city including trip linking behavior. The team also developed an exhaustive list of trip generation rates by the recommended land use categories and developed mode splits for each of the major districts in the city. Based on this initial evaluation, the team collapsed the number of land use categories, devised summary trip generation rates for each of these categories, and rolled these up to economic activity categories used in the TIDF schedule.

For this study, Contractor's team will reconfirm and update the land use categories and trip generation rates. The team will undertake a review of the land use categories in the Planning Code to determine if new land use categories have been identified. In addition, the ITE has just published the 8th Edition Trip Generation Manual, which provides updated land use categories and modifications to existing trip generation rates based on additional survey data collected. Other studies that provide relevant trip generation data, for example how trip rates are affected by proximity to transit-oriented development will be consulted. These new rates would be incorporated into this study as appropriate.

As mentioned above, Contractor will specifically address expansion of the TIDF to residential and parking uses. Contractor will review the literature to estimate trip generation by primary uses such as parking lots and garages, and the relationship between the amount of accessory parking and auto trip generation. Contractor will ensure that the parking rates do not double-count trips included in other land use categories.

Work Steps

1. Conduct the literature review necessary to develop trip generation rates for bicycle and pedestrian modes, transit-oriented development, and parking uses.
2. Develop a list of land use categories identified in the San Francisco Planning Code, adjust the consolidated land use categories used in the 2004 TIDF update as appropriate, and add subcategories for transit-oriented development and parking uses, and roll up into economic activity categories for use in fee schedules.
3. Prepare a draft list of trip generation rates by consolidated land use category relevant to San Francisco transportation and land use conditions and review the recommended list with the Steering Committee.

Deliverable

- Internal technical memorandum: Trip Generation Rates For Fee Nexus Studies.

Subtask 1.2 – Update Base Service Standard

Approach

The base service standard is the ratio of average daily revenue service hours to average daily auto and transit trips in the City. Increased auto trips lower the service standard by increasing roadway congestion while increased transit trips lower the service standard by increasing transit vehicle congestion. Both impacts require additional transit facilities and services, as measured by revenue service hours, to maintain the base service standard. Bicycle and pedestrian trips are excluded from the standard because they have no impact.

To facilitate a closer nexus to transit-oriented development (TOD), Contractor will evaluate the potential to weight auto trips more than transit trips in the calculation of the base service standard. This approach would support a TIDF fee schedule with lower fees for TOD.

Work Steps

1. Determine whether auto trips should be given a greater weighting compared to transit trips to better reflect impacts in the base service standard calculation.
2. Work with SFMTA staff to gather data on current revenue service hours.
3. Use the results of Task 1.1 and estimates of existing development from Task 2.1 to calculate current citywide auto and transit trip generation.
4. Calculate updated base service standard.

Subtask 1.3 – Determine Net Costs per Revenue Service Hour

Approach

The goal of this step is to develop a comprehensive estimate of the current cost for SFMTA to provide one revenue hour of service. SFMTA's operating costs have been updated recently as part of the TEP project. In order to comply with Administrative Code Chapter 38.7, data from the National Transit Database will be used, and deductions will be made for nonvehicle maintenance and general administrative costs.

Work Steps

1. Gather the most current annual financial data available from SFMTA financial documents and the National Transit Database, including operating costs, capital costs (five-year average), farebox revenue, Federal and state grants, nonvehicle maintenance costs, and general administrative costs.
2. Calculate net annual costs per revenue service hour (using revenue service hour data from Tasks 1.2) and review with SFMTA staff.

Subtask 1.4 – Update Base Service Standard Rates

Approach

The objective of this task is to calculate base service standard rates for each of the economic activity categories developed in Subtask 1.1. In the current TIDF the base service standard rate is the cost per gross square feet of development to fund the additional revenue service hours needed to accommodate that development. Rates vary by economic activity category depending on the trip generation rate of each category.

Using the results of Subtask 1.1 the Contractor will expand the schedule of base service standard rates to include residential and parking uses, and address adjustments for land uses with accessory parking.

This subtask also will analyze how the City can comply with AB 3005, a recent amendment to the Mitigation Fee Act that requires any fee on residential development that mitigates vehicle impacts to reflect lower trip generation by transit-oriented development.

Work Steps

1. Calculate the annual net cost per trip by multiplying the base service standard (Subtask 1.2) by net costs per revenue service hour (Subtask 1.3).
2. Calculate the annual net cost per unit of development to maintain the base service standard by multiplying the net cost per trip by the trip generation rate for each economic activity category.
3. Calculate the net present value factor based on a) a discount rate that represents the difference between the five-year average annual Bay Area Consumer Price Index and the five-year average rate of return on the City's invested funds, and b) a 45-year time horizon.

4. Calculate the base service standard rate schedule by multiplying the annual net cost per unit of development by the net present value factor for each economic activity category.
5. Conduct a geographical analysis of SFMTA bus routes to determine the applicability of AB 3005 and consider adjustment to the rate schedule for transit-oriented development.

Deliverable

- Draft report: Transit Development Impact Fee – 2009 Update, on or before July 30, 2009.

Subtask 1.5 – Develop Recommended TIDF Rate Schedule

Approach

Since its adoption in 1981 the City has never charged the maximum justified fee based on the base service standard rate schedule calculated in Subtask 1.4. The City has adopted a reduced amount as the TIDF in consideration of other fees paid by development projects and to help ensure that the TIDF does not exceed the reasonable cost of additional transit services needed to accommodate development. Contractor will develop a recommended fee schedule based on the percentage increase in the base service standard rate schedule from the 2004 update, the results of Task 2.6, and input from the Steering Committee.

Work Steps

1. Review the draft report with the Steering Committee.
2. Develop recommended TIDF schedule.
3. Develop implementation guidelines for imposition of the fee on residential and parking uses, such as exceptions for house additions or other small property improvements.

Deliverable

- Final report: Transit Development Impact Fee – 2009 Update, on or before August 10, 2009.

Subtask 1.6 – Incorporate Changes to Resolve Policy and Operational Issues Relating to the TIDF Ordinance and Program Administration

Approach

SFMTA is considering several policy and operational issues relating to the effective implementation and administration of the TIDF Ordinance that it seeks the assistance of Contractor in evaluating. These include:

- Exempting from the TIDF new developments that are 1,000 sq. ft. or less rather than the existing 3,000 sq. ft. threshold.
- Collecting the TIDF at building permit stage rather than at certificate of occupancy stage in order to simplify the collection process and minimize the operational and administration issues described below.

In addition to these policy changes, SFMTA seeks Contractor's evaluation of the following technical changes:

- Using the SF Bay Area Consumer Price Index (CPI) for All Urban Consumers rather than the CPI for Urban Wage Earners and Clerical Workers for adjusting TIDF rates and making the adjustment annually rather than biennially;
- Having the TIDF paid directly to SFMTA rather than to the City Treasurer's Office; and
- Eliminating the exemption for new developments for automotive services use (Section 38.3.E.(6)(d)) and wholesaling/storage/distribution use (Section 38.3.E.(6)(e)). Eliminating these exemptions will depend on the identification of defensible trip generation rates.

Work Steps

1. Evaluate the feasibility of the policy and technical changes.
2. If deemed appropriate by SFMTA's management, advise SFMTA staff and the City Attorney on recommend revisions to the TIDF Ordinance.

Deliverable

- Memorandum evaluating the proposed policy and technical changes and making recommendations on revisions to the TIDF Ordinance, on or before August 10, 2009.

Task 2 – Comprehensive Transportation Impact Development Fee Nexus Study

Objective

The objective of Task 2 is to conduct a nexus study for a development fee designed to fund the impacts of new development on the City's transportation system. The Comprehensive Transportation Impact Development Fee (CTIDF) should be designed in a manner that supports the City's Transit-First Policy by encouraging use of non-auto modes of transportation to the extent possible under the Mitigation Fee Act (CA Govt. Code §66000 et seq.).

Approach

Nearly all transportation impact fees fund only roadway capacity improvements to accommodate

increased vehicle trips. For the few fees that fund improvements to alternative modes (transit, bicycle, and pedestrian) nearly all do so by allocating only a small share of total revenues to those improvements. Consequently the alternative modes nexus methodologies used in these programs tend to be less rigorous than the methodologies used for roadway analysis.

Given the emphasis on alternative modes in the CTIDF we suggest that the fee should be constructed from the sum of nexus analyses for four transportation modes: transit, bicycle, pedestrian and roads.

A general description of the Contractor's approach for each transportation mode is described below:

- **Transit Facilities and Services** – Contractor anticipates using the TIDF base service standard in the CTIDF (see Task 1).
- **Bicycle Facilities** – Develop a nexus with the objective of funding new development's fair share of bicycle facilities planned through the CWTP, the 10-year *Capital Plan*, and the *Bicycle Master Plan*.
- **Pedestrian Facilities** – Develop a nexus with the objective of funding new development's fair share of pedestrian facilities planned through the CWTP, the 10-year *Capital Plan*, and the *Better Streets Plan*.
- **Roadway Maintenance** – Maintenance of the City's roadway infrastructure is a major component (29 percent) of the City's *Capital Plan*. Furthermore, the City is estimating a \$15 million annual gap in funding by FY 2018. Though roadway maintenance impact fees are rare due to legal concerns, one approach is to calculate a one-time fee to fund increased wear and tear on roads related to construction truck traffic and pavement cuts.
- **Roadway Capacity** – In contrast to typical transportation fee programs this mode will receive little if any emphasis in this nexus study. This approach supports the City's Transit-First Policy. Furthermore, Contractor's review of the SFCTA's Countywide Transportation Plan (CWTP) and the General Fund 10-year *Capital Plan* did not identify any roadway capacity projects. That said, there are road network development and management needs to consider such as those associated with the enhancement of 19th Avenue, key arterials and signal systems citywide.

As discussed in Task 1, Contractor will use the trip generation rates developed in Subtask 1.1 to more precisely reflect differences in trip generation by mode (auto, transit, bicycle, pedestrian) depending on the transit-oriented characteristics of a development project.

Subtask 2.1 – Estimate Existing and Proposed Development

Approach

Estimates of existing and proposed development are essential to any development impact fee nexus study to 1) calculate existing baseline performance standards, 2) identify facilities and services needed to serve development, and 3) estimate fee revenues. For technical defensibility, projections used for development fee nexus studies should be as consistent as possible with the City's currently adopted plans, such as the General Plan, the Countywide Transportation Plan (CWTP), and any specific transportation facility plans such as the Bicycle Master Plan.

Specific measures of development that will be quantified in this task include:

- Population by housing type and employment by economic activity;
- Dwelling units by housing type and nonresidential building square feet by economic activity; and
- Trips by mode.

Work Steps

1. Estimate baseline (2010) citywide development based on available sources.
2. Identify and review current data sources for citywide growth projections, including the projections developed for the Eastern Neighborhoods and Market Octavia impact fees. Include a) current city planning documents such as the General Plan, the Countywide Transportation Plan, the SFMTA Capital Plan and other transportation master plans such as the Bicycle Master Plan, b) projections by other agencies such as the Association of Bay Area Governments, and c) proposed or approved ("pipeline") development projects not anticipated other data sources.
3. Utilize the Planning Department's long-range growth projection as developed for use in the SF-CHAMP travel demand model in the CTIDF. Determine horizon year and any demographic adjustments that are appropriate as a result of the Planning Department and Transportation Authority's travel characteristics survey work for the Eastern Neighborhoods Study.
4. Estimate amount of new development that would not be subject to CTIDF including approved projects with entitlements that prevent imposition of a new development fee, and the share of anticipated development subject to development fee waivers such as affordable housing.

Deliverable

- Internal technical memorandum: *CTIDF Development Projections* (including documentation of methodology and sources).

Subtask 2.2 – Identify Types of Capital and Includable Operating Costs

Approach

Identifying the full range of transportation system costs to be funded by the CTIDF is a critical path subtask needed early in the work plan.

This subtask will examine the technical, policy, and legal considerations associated with different types of transportation system capital and operating costs. (Legal issues will be handled by the City Attorney). The City may want to apply its Transit First policy, for example, in a manner that prohibits the use of CTIDF funds for transportation improvements that expand roadway capacity for auto use or to prioritize the use of the funds consistent with the City's Transit First policy.

Work Steps

1. Develop summary description of potential uses of CTIDF funds based on a comprehensive review of all transportation expenditure plans such as the CWTP, the SFMTA capital plan, the bike master plan, the Better Streets Plan, the General Fund 10-year Capital Plan the Eastern Neighborhoods Plan, the EN TRIPS study and impact fee program; and the Market Octavia Plan and impact fee program.
2. Conduct analysis of City policies that may guide use of CTIDF revenues, e.g., Transit First Policy; Charter mandates, General Plan policies; economic development policies, etc.
3. Consult with City Attorney's Office regarding the use of fees adopted pursuant to the Mitigation Fee Act for those uses identified in Step 1 and considering the City policy review in Step 2.

Deliverable

- Internal technical memorandum: *Policy Issues Related to Use of CTIDF Revenues.*

Subtask 2.3 – Identify Transportation System Performance Standards

Approach

A critical technical and policy issue in development fee nexus studies is the identification of performance standards. Performance standards document a reasonable relationship between new development and the need for new facilities.

A broad-based metric supports greater flexibility in the expenditure of fee revenues. Such measures are also easy to communicate to nontechnical audiences and cost-effective to update as conditions warrant. An alternative standards-based approach is also possible, whereby overall conditions are assessed on a scale and used to adjust baseline conditions for fee calculation purposes.

Contractor's approach to development of a standards-based framework for the CTIDF by mode is as follows:

- **Transit Facilities and Services** – Contractor anticipates using the TIDF base service standard (see Task 1).
- **Bicycle Facilities** – A demand standard for bicycle facilities could be based on bicycle lane miles per capita or per trip. Contractor will evaluate the City's investment in related facilities such as bridges and racks, and determine if these facilities could be represented by their replacement cost and the performance standard calculated as a cost standard.
- **Pedestrian Facilities** – Similar to bicycle facilities, a demand standard for pedestrian facilities could be based on linear fee of sidewalk per capita or per trip. Contractor will evaluate the City's investment in related facilities and determine if these facilities could be represented by their replacement cost and the performance standard calculated as a cost standard.
- **Roadway Facilities** – Potential standards for roadway facilities relate to the adequacy of pavement condition and management technology. The City maintains a pavement asset management system and index of roadway resurfacing needs and also has estimates of signal system needs which can support this task.

Another consideration in the choice of a performance standard is whether it represents existing conditions or an improved, future condition. Standards based on existing conditions are typically more conservative because they limit development impacts to simply maintaining current standards. The TIDF is based on existing conditions.

However, in some cases existing conditions are so deficient that master facility plans anticipate achievement of a higher standard in the future. In this case the higher performance standard could be used to represent the impact of new development. The question raised by this approach is whether nonfee revenue can reasonably be anticipated to correct the deficiencies associated with existing demand.

Contractor's approach in this subtask will consider an alternative to the use of trips as a measure of new development impacts. Subtask 1.1 will provide the trip rate schedule by mode that could be used in this subtask. However, Contractor will consider whether service population (residents and workers) provides a more reasonable estimate of development impacts on the bicycle and pedestrian components of the transportation system.

Finally, this subtask will include a review of the Eastern Neighborhoods and Market/Octavia fee programs to determine how those programs would be incorporated into the CTIDF.

Work Steps

1. Gather the data necessary to evaluate a reasonable range of performance standard alternatives for each mode. This data may include, for example, existing and planned transit, bicycle, and pedestrian facilities and services, as well as the nexus studies for the Eastern Neighborhoods and Market/Octavia fee programs.

2. After consulting with the Steering Committee, develop a recommended standards-based framework that defensibly establishes a nexus to the capital and includable operating costs identified in Subtask 2.2.
3. Present methodology for calculating the preferred standards-based framework for each category of facilities and services to be funded by the CTIDF and seek input from the Steering Committee.

Deliverables

- Internal technical memorandum: *Transportation System Performance Standards* (including documentation of methodology).

Subtask 2.4 – Estimate Cost of Transportation System Improvements to Accommodate Growth

Approach

Performance standards in Subtask 2.3 will be combined in this task with unit costs to estimate the total cost of transportation system improvements needed to accommodate growth. Contractor will also use unit costs to convert performance standards into a development fee schedule to fairly allocate the cost of planned improvements to individual development projects (see Subtask 2.5).

This subtask will likely focus on developing unit cost for road management and maintenance facilities, bicycle, and pedestrian facilities. Unit costs for MTA's transit services have already been calculated in Task 1. Unit costs for transit have already been calculated in Task 1.

Unit costs for each mode will represent the full range of facilities and services to be funded by the CTIDF. This approach ensures the new development fully funds planned facilities and services. Contractor will compare the total cost of transportation system improvements to accommodate growth to current expenditure plans to evaluate the maximum share of those plans that could be funded by the CTIDF.

Work Steps

1. Gather data on the amount and cost of planned transportation improvements based on the expenditure plan review conducted in Subtask 2.2.
2. Supplement local cost data as needed with industry estimates and estimates from other local agencies for similar facilities and services to develop unit cost estimates by mode.
3. For each mode, escalate unit cost estimates by the standards-based framework developed in Subtask 2.3 and the amount of projected development from Subtask 2.1 to calculate the total cost of facilities required to accommodate growth.

4. For each mode, separately compare the total cost of facilities required to accommodate growth with the total cost of current expenditure plans.
5. For all modes in total, compare the total cost of facilities required to accommodate growth with the total cost of current expenditure plans.

Deliverable

- Internal technical memorandum: *Cost of Transportation System Improvements to Accommodate Growth.*

Subtask 2.5 – Calculate Maximum Fee Schedule

Approach

The final step in the nexus methodology is to allocate the costs of growth to individual development projects through a fee schedule. One important consideration in this calculation is the question of the geographic extent of facilities and services that should be attributed or allocated to a particular development project. This may include a distinction between localized impacts and citywide ones. Here it will be important to coordinate the work of this task to that of Task 3.3 “Develop Cost Allocation Methodology and Calculate Fee.”

Contractor's initial calculation will represent the maximum justified fee. The fee schedule will incorporate adjustments for:

- Any overlap between the CTIDF and the TIDF, Eastern Neighborhoods fee, Market/Octavia fee to determine the degree to which the CTIDF can replace those other fees without reducing funding originally anticipated from those fees.
- Any overlap between the CTIDF and ATMF, and potential method for calculating a composite fee between the two for any given development project.
- Transit-oriented development (TOD) to 1) support the City’s Transit-First Policy, 2) comply with AB 3005, and 3) provide economic incentives for TODs (see also Subtask 1.4).

Contractor will bring these results to the Steering Committee for comment in the form of a draft final report. The Steering Committee along with the Contractor will discuss the results of Task 2.6 (Fee Burden Analysis) with regards to whether the adopted CTIDF (and/or CTIDF+ATMF) should be less than the maximum justified fee because of the burden that the fee could place on development projects.

Work Steps

1. Calculate the maximum justified CTIDF schedule based on a standards-based framework, unit costs, and overlap with the TIDF and other relevant fees.

2. Compile the results of this subtask with the prior technical memoranda into a draft final report that clearly communicates all assumptions, methodologies, findings, conclusions, and recommendations of Task 2.
3. Consider the results of the Economic Burden Analysis (subtask 2.6) to advise the Steering Committee on whether the maximum fee levels should be reduced.

Deliverable

- Draft and final report: *Comprehensive Transportation Impact Development Fee Nexus Study*.

Subtask 2.6 – Economic Burden Analysis of Anticipated Fees

Evaluate the effects on cost and time necessary for entitlement of development rights for a spectrum of real estate projects with and without each of the fees and the cumulative impacts (money and time).

Approach

The contracting team will work closely with the Transportation Nexus Study Steering Committee to develop an approach to the burden analysis that best addresses the potential impact on new development from the adoption of the proposed fee program. As the development community is a critical stakeholder in this process, this work should be vetted among key members of the development community.

The contracting team will analyze the impacts of the fees on three prototypical developments. Understanding that fees could be a disincentive in a down market, the burden analysis will quantify and qualify the potential benefits and costs associated with the consolidation and clarification of fees on new development by comparing the burden on prototypical developments with and without the fees.

The subconsultant will calculate the marginal impact of the proposed new fees on the prototypical developments, by comparing the current percentage of exactions to market cost to the new percentage of exactions to market cost with revised and new fees.

Based on the quantitative results of the above approaches and contracting team's knowledge of San Francisco markets and development, the team will work with the Transportation Nexus Study Steering Committee to recommend an economically feasible level for the impact fees which may or may not include prioritization of modes for funding.

Work Steps

1. Evaluate at three developments to determine the potential burden of the proposed impact fees on new development. Prototypical projects may include:

- a. Multifamily residential development
- b. Office development
- c. Industrial development
- d. Retail
- e. Other development (e.g. hospitals, schools)

City staff will provide the contracting team with specific information about each prototypical development in accordance with the agreed upon fee basis. For example, if the proposed impact fee were to be charged on a square footage basis for residential development, City staff would provide the total anticipated square feet of proposed residential development.

2. Research and analyze historical entitlement costs for the prototypical developments.
3. Interview developers who actively develop in San Francisco to determine potential time and cost benefits derived from a possible expedited CEQA process and clear transportation impact fee structure.
4. For each of the prototypical developments, evaluate the effects on both time and cost assuming development with and without the proposed fees.
5. Calculate the cost of the proposed fees as a percentage of market costs for prototypical developments. Compare the proposed fee levels as a percentage of costs on the prototypical developments before and after the imposition of new fees.
6. Work with Transportation Nexus Study Steering Committee and project team to recommend optimal fee levels.
7. Summarize findings in a memorandum.

Deliverables

- Memorandum summarizing burden analysis approach, marginal cost calculations, and findings and recommendations

Task 3 – Automobile Trip Mitigation Fee Nexus Study

Objective

The objective of the Automobile Trip Mitigation Fee (ATMF) is to provide a method for mitigating significant transportation-related environmental impacts from new development as measured by new automobile trips generated (ATG). The City would impose the ATMF on new

development as a result of environmental analysis conducted pursuant to the California Environmental Quality Act (CEQA).

Study Tasks

The following general tasks will be the subject of more detailed task orders negotiated between the City and Contractor:

1. Establish legally defensible nexus between anticipated new development in San Francisco and transportation-related significant environmental impacts of the development (i.e. greenhouse gas generation; air quality, noise, street congestion, safety, aesthetics) as measured by net new ATG;
2. Identify facilities and services that could be expanded and/or improved to fully mitigate the significant transportation-related environmental effects of development (facilities/services that expand alternative mode share, that sequester carbon, expand use of renewable energy, improve pedestrian safety, improve transportation system performance, etc.);
3. Identify costs of expanded and/or improved facilities and services identified in item ii. above;
4. Identify which significant environmental effects can and should be mitigated by facilities and services in close proximity to a new development and which can and should be mitigated by facilities and services on a transportation system-wide basis;
5. Develop methodology for fairly and uniformly allocating the costs of these mitigating facilities and services determined in Step 4 above among anticipated new development expected to generate significant transportation-related environmental effects in a way that is consistent with San Francisco's Transit First policy and the SFCTA's Countywide Transportation Plan;
6. Calculate the ATG fee that could be charged to all categories of new development in all locations based on the methodology proposed to fully mitigate significant transportation-related environmental effects and the maximum fee amounts that could be charged to all categories of new development in all locations based on the methodology proposed;
7. Advise regarding ability to combine with existing TIDF, any proposed CTIDF, and any existing or anticipated fees imposed on development in particular areas, such as the Eastern Neighborhoods and Market/Octavia areas, and/or ATMF without double-charging any development; and
8. Coordinate the above work with the SFCTA and Planning staff working on the potential future replacement of the Level of Service (LOS) standard with the ATG standard for measuring significant transportation-related environmental effects under CEQA.

Deliverable

- Draft and final report: *Automobile Trip Mitigation Fee Nexus Study*.

Task 4 –Provide Public Meeting Support

Approach

Public meetings associated with roll out of draft TIDF, CTIDF, and ATMF reports are critical to adoption of these initiatives. Senior staff members of the Contractor's team will be prepared to develop and deliver presentations as needed to communicate study assumptions, methodologies, findings, conclusions, and recommendations. These team members will answer questions and lead discussion as appropriate to facilitate public understanding and support. If these meetings are not required, the budget for this subtask will be available for other subtasks.

Work Steps

1. Work with agency staff to schedule meetings.
2. Develop and refine meeting presentations and related materials.
3. Attend up to five meetings.

Deliverable

- Slide presentations and associated meeting materials.

D. Summary of Tasks, Timeline, and Deliverables (Please see Table 2.)

TASK	SCHEDULE
Transit Impact Development Fee Nexus Study Update	1 st week of June 2009 through 2 nd week of August 2009
1.1 Develop Comprehensive Trip Generation Rate Schedule	1 st week of June 2009 through 2 nd week of July 2009
1.2 Update Base Service Standard	1 st week of June 2009 through 4 th week of July 2009
1.3 Determine Net Costs per Revenue Service Hour	1 st week of June 2009 through 4 th week of July 2009
1.4 Update Base Service Standard Rates	2 nd week of June 2009 through 4 th week of July 2009
1.5 Develop Recommended TIDF Rate Schedule	3 rd week of June 2009 through 2 nd week of August 2009
Comprehensive Transportation Impact Development Fee Nexus Study	1 st week of June 2009 through 4 th week of November 2009
2.1 Estimate Existing and Proposed Development	1 st week of June 2009 through 3 rd week of July 2009
2.2 Identify Types of Capital and Includable Operating Costs	1 st week of June 2009 through 1 st week of August 2009
2.3 Identify Transportation System Performance Standards	1 st week of June 2009 through 2 nd week September 2009
2.4 Estimate Cost of Transportation Improvements to Accommodate Growth	3 rd week of August 2009 through 1 st week October 2009
2.5 Calculate Maximum Fee Schedule	2 nd week of September 2009 through 4 th week of November 2009
2.6 Economic Burden Analysis of Anticipated Fees	1 st week of September 2009 through 3 rd week of October 2009
Automobile Trip Mitigation Fee Nexus Study - Detailed tasks, subtasks, deliverables, and schedules shall be specified and agreed upon later in Task Order/s, along the guidelines described in C. WORK PLAN.	1 st week of June 2009 to 4 th week of February 2010
Public Meetings	1 st week of January 2010 through February 2010
4.1 Support Public Outreach	1 st week of January 2010 through February 2010

E. Priority of Documents

Contractor's proposal, dated February 26, 2009 is incorporated by reference as though fully set forth. In the event of any conflict, the documents making up the Agreement between the parties shall govern in the following order of precedence: 1) this Agreement and its appendices; 2) the Request for Proposals dated December 12, 2008; 3) Contractor's Proposal, dated February 26, 2009.

3. Reports

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

4. City Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the City will be Jay de los Reyes.

**Attachment B
Calculation of Charges**

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 each of the tasks described in Attachment A. Services to be provided by Contractor.

Table 1. Labor Hours and Costs by Work Task

Direct Labor

Name	Labor Category	Rate	TIDF Update Hours	TIDF Updated Dollars	CTIF Hours	CTIF Dollars	ATMF Hours	ATMF Dollars	Public Mtg Hours	Public Mtg. Dollars	Total Hours	Total Dollars
Chris Wornum	Principal	\$260.53	40	\$10,421	80	\$20,842	88	\$22,926	60	\$15,632	268	\$69,821
Ryan Green-Roesel	Associate	\$120.40	40	\$4,816	124	\$14,930	300	\$36,121	60	\$7,224	524	\$63,091
Wendy Tao	Senior Professional	\$120.40	-	\$-	52	\$6,261	120	\$14,448	-	\$-	172	\$20,709
Yushang Zhou	Senior Associate	\$193.33	-	\$-	-	\$-	40	\$7,733	-	\$-	40	\$7,733
Regina Speir	Production	\$113.19	16	\$1,811	32	\$3,622	36	\$4,075	16	\$1,811	100	\$11,319
William Cowart	Sr. Associate	\$170.50	-	\$-	-	\$-	60	\$10,230	-	\$-	60	\$10,230
George Mazur	Principal	\$206.62	-	\$-	-	\$-	40	\$8,265	-	\$-	40	\$8,265
Direct Labor Subtotal			96	\$17,048	288	\$45,655	684	\$103,798	136	\$24,667	1,204	\$191,168

Table 1. Labor Hours and Costs by Work Task (Continued)

Direct Expenses

Name	Rate	TIDF Update Hours	TIDF Updated Dollars	CTIF Hours	CTIF Dollars	ATMF Hours	ATMF Dollars	Public Mtg Hours	Public Mtg. Dollars	Total Hours	Total Dollars
Travel	-	-	\$	-	\$	-	\$	-	\$70	-	\$70
Shipping			\$40	-	\$40		\$40	-	\$40	-	\$160
Outside Graphics & Copying			\$		\$		\$	-	\$	-	\$
Teleconferencing			\$40		\$40		\$40		\$40		\$160
Other			\$		\$		\$		\$		\$
Total Direct Expenses			\$80		\$80		\$80		\$150		\$390

Consultants

Name	Rate	TIDF Update Hours	TIDF Updated Dollars	CTIF Hours	CTIF Dollars	ATMF Hours	ATMF Dollars	Public Mtg Hours	Public Mtg. Dollars	Total Hours	Total Dollars
Bob Spencer	\$200.00	80	\$16,000	156	\$31,200	120	\$24,000	58	\$11,600	414	\$82,800
Total Consultants		80	\$16,000	156	\$31,200	120	\$24,000	58	\$11,600	414	\$82,800

SubContractors

Name	Rate	TIDF Update Hours	TIDF Updated Dollars	CTIF Hours	CTIF Dollars	ATMF Hours	ATMF Dollars	Public Mtg Hours	Public Mtg. Dollars	Total Hours	Total Dollars
Envirotrans Solutions		50	\$10,000	50	\$10,000	42	\$8,400	8	\$1,600	150	\$30,000
Nelson/Nygaard		280	\$34,840	90	\$12,402	-	\$	24	\$4,992	394	\$52,234
Seifel Consulting		-	\$	90	\$17,950	322	\$56,050	16	\$4,400	428	\$78,400
Total Subcontractors		330	\$44,840	230	\$40,352	364	\$64,450	48	\$10,992	972	\$160,634
TOTAL PROPOSAL		506	\$77,968	674	\$117,287	1,168	\$192,328	242	\$47,409	2,590	\$434,992

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
THE SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY
THE SAN FRANCISCO PLANNING DEPARTMENT
&
THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

FISCAL YEAR 2008/9 & 2009/10

This memorandum of understanding (MOU) is entered into as of January __, 2009, by and between Michael Cohen, Director of the Office of Economic & Workforce Development (OEWD), José Luis Moscovich, Executive Director of the San Francisco County Transportation Authority (Authority), John S. Rahaim, Director of the San Francisco Planning Department (Planning) and Nathaniel P. Ford, Sr. Executive Director/CEO of the San Francisco Municipal Transportation Agency (SFMTA), to memorialize the agreement between OEWD, the Authority, Planning and SFMTA to outline the parameters under which the parties will cooperate to provide the services listed below during Fiscal Year 2008/09 and 2009/10.

This MOU is made in recognition of the need for these four agencies to jointly oversee two studies included in a three-part nexus study (the "Study") to support existing and proposed transportation-related development impact fees. Part One of the Study would develop a legal basis for continued collection of the existing Transit Impact Development Fee (TIDF) and will be managed and funded solely by SFMTA with limited input from the parties to this agreement. Part Two of the Study would develop a legal basis for the potential future adoption of a new Comprehensive Transportation Impact Development Fee (CTIDF) that would expand upon the existing TIDF to address the effects of new development on the entire City transportation system, including pedestrian, bicycle and automobile modes, in addition to transit services. This part of the Study would be jointly reviewed by all four parties to this agreement but funded entirely by SFMTA. Part Three of the Study would develop a legal basis for the potential adoption of a new Auto Trip Mitigation Fee (ATMF) that would mitigate significant transportation-related environmental effects identified pursuant to California Environmental Quality Act (CEQA) analysis. This part of the Study would be jointly reviewed by all four parties to this agreement and funded by all four agencies pursuant to the cost sharing provisions described in this MOU. The ATMF part of the Study is designed to supplement a three-year policy initiative already underway by the Authority to potentially replace the conventional Level-of-Service (LOS) standard for measuring transportation impacts in CEQA analysis with a new Automobile-Trips-Generated (ATG) standard. A more thorough summary of all three parts of the proposed Study is provided in the attached Scope.

Consistent with the above-mentioned goals, the four agencies agree as follows:

SERVICES TO BE PROVIDED:

- OEWD will:
 - Oversee the preparation of Parts 2 and 3 of the Study consistent with the legal requirements set forth in the California Fee Mitigation Act and consistent with Attachment A, Nexus Study Scope of Work.
 - Review and provide comment on consultant contract (scope, schedule and deliverables) for the Study.
 - Convene a Transportation Nexus Studies Steering Committee (the “Nexus Committee”) with representation from Planning, the Authority, SFMTA, the City Attorney’s Office, the Department of Public Health and the Department of the Environment, to obtain on-going feedback and review for the entire Study, with an emphasis on Parts 2 and 3.
 - Review and provide comment on all components of the Study, with an emphasis on Parts 2 and 3.
 - Retain authority over the content of the final draft of Parts 2 and 3 of the Study, after substantive comments from all Nexus Committee members and the public have been addressed.
 - Working with all partners to this agreement, draft and sponsor legislation enacting any fee structure supported by Parts 2 and 3 of the Study and present them to the Planning Commission and Board of Supervisors for adoption. .
- The Authority will:
 - Review and provide comment on consultant contract (scope, schedule and deliverables) for the Study.
 - Review and provide comment on all components of the Study, with an emphasis on Parts 2 and 3. Approve Parts 2 and 3 of the Study deliverables prior to Nexus Committee circulation and public review.
 - Provide technical services to model cumulative future growth, transportation impacts, and mitigation, using the SF-CHAMP travel demand forecasting model and other city data.
 - Provide technical input related to fee methodology, collection, administration and distribution.
 - Provide a countywide plan of transportation improvements to mitigate cumulative transportation impacts, based on the 2004 Countywide Transportation Plan and updated with relevant information from city and regional transportation agencies.
 - Present the Study to the Authority Board for adoption.
 - Support OEWD in the drafting of any new legislation enacting any new fees proposed as a result of Parts 2 and 3 of the Study and support OEWD in preparation and presentation of the Study and associated legislation to the Planning Commission and the Board of Supervisors.
- Planning will:

- Review and provide comment on consultant contract (scope, schedule and deliverables) for the Study.
 - Review and provide comment on all components of the Study, with an emphasis on Parts 2 and 3. Approve Parts 2 and 3 of the Study deliverables prior to circulation and public review.
 - Provide information on cumulative growth projection methodologies currently in use for CEQA transportation impact assessment.
 - Provide and manage land use data inputs supporting the Authority's modeling work.
 - Provide information on methodology developed to assess transportation-related impacts of new development, for consistency with impact fees identified in adopted or proposed Area Plans.
 - Provide information related to transportation improvements as called for in adopted or proposed Area Plans.
 - Support OEWD in the drafting of any new legislation enacting any new fees proposed as a result of Parts 2 and 3 of the Study and support OEWD in preparation and presentation of the Study and associated legislation to the Planning Commission and the Board of Supervisors.
- SFMTA will:
 - Manage the RFP process for consulting services (Consultant) to prepare the Study. Consultant will have expertise in transportation analysis.
 - Provide information related to transportation improvements including neighborhood specific projects and citywide projects.
 - Provide technical input related to fee methodology, administration, collection and distribution.
 - Review, provide comment on, and approve all Study deliverables prior to circulation and public review.
 - Present the Study to the SFMTA Board for adoption.
 - Support OEWD in the drafting of any new legislation enacting any new fees proposed as a result of Parts 2 and 3 of the Study and support OEWD in preparation and presentation of the Study and associated legislation to the Planning Commission and the Board of Supervisors.

MAXIMUM BUDGETED MOU AMOUNT for Parts 2 and 3 of the Study: \$325,000.

- The Authority will provide \$75,000 (23%) of this amount.
- OEWD will provide \$75,000 (23%) of this amount.
- Planning will provide \$25,000 (8%) of this amount.
- The SFMTA will provide \$150,000 (46%) of this amount.

BILLING PROCEDURES:

- Billing will be on a quarterly basis, and will be paid through the work order set up between the four departments unless the departments mutually agree to an alternative arrangement that better facilitates payment.
- Quarterly bills will be based on each agency's pro-rata share of the budget.
- The Authority shall provide reimbursement by check quarterly following receipt of an acceptable invoice by SFMTA.
- No expenses shall be incurred against the proposed budgeted amount and no payments shall be made in advance of the execution of the MOU.

This MOU has been entered into in four parties on the date(s) below:

José Luis Moscovich
Executive Director
San Francisco County Transportation Authority

Date

Michael Cohen
Director
Office of Economic & Workforce Development

Date

John S. Rahaim
Director
San Francisco Planning Department

Date

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

Date

THIS PRINT COVERS CALENDAR ITEM NO. : 10.9

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Recommending that the Board of Supervisors approve a five-year lease renewal for the real property currently serving as the Department of Parking and Traffic's Paint Shop, located at 80 Charter Oak Avenue, to commence on August 1, 2009 between the City and County of San Francisco, as lessee, and Gensler Family L.P.I., a California limited partnership, as landlord.

SUMMARY:

- The SFMTA's Department of Parking and Traffic currently occupies real property at 80 Charter Oak Avenue for its Paint Shop.
- The current lease for this property expires on July 31, 2009 and the Director of Property of the City and County of San Francisco has negotiated a lease renewal, on behalf of the SFMTA, with Gensler Family L.P.I., a California limited partnership, with an initial annual base rent of \$105,600. After two years, the annual base rent shall increase to \$108,768 and stay at that amount for the remainder of the term.
- The lease extension is for a five-year term, commencing on August 1, 2009, but it includes language that enables the SFMTA to terminate the lease, with 180 days notice, after two years. The SFMTA wishes to include this termination language in the event that the SFMTA is able to purchase property on which to relocate this function.
- Renewal of the lease is subject to the approval of the Board of Supervisors.

ENCLOSURES:

1. SFMTAB Resolution
2. Amendment to Lease

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION Kerstin Magary, SFMTA Real Estate
BE RETURNED TO

ASSIGNED SFMTAB CALENDAR DATE: _____

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PURPOSE

This calendar item recommends that the Board of Supervisors approve a five-year renewal of the lease for the real property currently serving as the Department of Parking and Traffic's Paint Shop, located at 80 Charter Oak Avenue, to commence on August 1, 2009 between the City and County of San Francisco, as lessee, and Gensler Family L.P.I., a California limited partnership, as landlord.

GOAL

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

- 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's Department of Parking and Traffic (DPT) currently occupies real property at 80 Charter Oak Avenue for its Paint Shop. The current lease for this property expires on July 31, 2009 and the Director of Property of the City and County of San Francisco has negotiated a lease renewal, on behalf of the SFMTA, with Gensler Family L.P.I., a California limited partnership. The initial annual base rent for this property will be \$105,600; after two years, the annual base rent shall increase to \$108,768 and stay at that amount for the remainder of the term.

The lease extension is for a five-year term, commencing on August 1, 2009, but it includes language that enables the SFMTA to terminate the lease, with 180 days notice, after two years. The SFMTA wishes to include this termination language in the event that the SFMTA is able to purchase property on which to relocate this function. In addition, the landlord has agreed to make the following tenant improvements in connection with this lease extension, at no charge to the SFMTA: (i) replace water damaged portion of carpet in the downstairs office area; and (ii) install a new door and window coverings in the lunch room.

SFMTA Real Estate staff is aggressively pursuing lease and option to purchase opportunities for large, centrally located, industrial properties that would provide the SFMTA with technologically upgraded facilities designed to maximize overall capacity and enhance operational efficiencies. Such acquisitions would also enable the SFMTA to decrease annual rent payments over time. This lease extension will enable the DPT Paint Shop to continue its current operations in its existing premises, which consists of an 11,000 square foot facility, while continuing to pursue those opportunities. The DPT Paint Shop, which includes 23 vehicles and 28 staff members, paints and maintains curb colors throughout San Francisco. SFMTA Real Estate staff will continue to seek industrial real estate acquisitions for this and other SFMTA functions, including the DPT Traffic Signs Division, DPT Signal and Meter Shops and SFMTA Enforcement's Street Sweeping Unit.

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ALTERNATIVES CONSIDERED

The alternative to entering into the lease amendment would be to find other rental space for this function, which might be more expensive and would require a time-consuming and costly move. The SFMTA will continue its efforts to purchase space for this function.

FUNDING IMPACT

The lease extension requires the SFMTA to continue to pay rent for this space.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

Renewal of the lease is subject to the approval of the Board of Supervisors.

The City Attorney's Office has reviewed this Calendar Item and the lease extension.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors adopt the resolution recommending that the Board of Supervisors approve a five-year renewal of the lease for the real property located at 80 Charter Oak Avenue.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The SFMTA's Department of Parking and Traffic currently occupies real property at 80 Charter Oak Avenue for its Paint Shop under a lease that expires on July 31, 2009; and

WHEREAS, The Director of Property of the City and County of San Francisco has negotiated a lease renewal, on behalf of the SFMTA, with Gensler Family L.P.I., a California limited partnership, with an initial annual base rental of \$105,600 which, after two years, shall increase to \$108,768 and stay at that amount for the remainder of the term; and

WHEREAS, The lease extension is for a five-year term, commencing on August 1, 2009, but the SFMTA shall have the right to terminate the lease, with 180 days notice, after two years; now, therefore, be it

RESOLVED, That the Municipal Transportation Agency Board of Directors recommends that the Board of Supervisors approve a five-year renewal of the lease for the real property currently serving as the Department of Parking and Traffic's Paint Shop, located at 80 Charter Oak Avenue, to commence on August 1, 2009 between the City and County of San Francisco, as lessee, and Gensler Family L.P.I., a California limited partnership, as landlord, for an initial annual base rent of \$105,600 which, after two years, shall increase to \$108,768.

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

AMENDMENT TO LEASE

This Amendment to Lease (this "**Amendment**"), dated as of _____, 2009, by and between GENSLER FAMILY L. P. I, a California limited partnership ("**Landlord**"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Tenant**"), acting by and through the Director of Property.

Recitals

A. Landlord and Tenant are parties to that certain lease dated as of July 22, 1994, (the "**Lease**"), respecting all of the space in and yard space in front of that certain industrial building commonly known as 80 Charter Oak Street, San Francisco, California and more fully described in the Lease the "**Premises**".

B. Landlord and Tenant desire to extend the term of the Lease and amend certain terms and conditions of the Lease, as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Terms not otherwise defined herein have the meanings set forth in the Lease.
2. Effective Date; Approval. This Amendment shall become effective on the date ("**Effective Date**"), which shall be the latter of (i) August 1, 2009, (ii) the date that the Mayor and Board of Supervisors enact a resolution approving this Amendment in accordance with all applicable laws, following the SFMTA Directors approval of this Lease, and (iii) this Amendment is duly executed by the parties hereto. Notwithstanding anything to the contrary contained in this Amendment, Landlord acknowledges and agrees that no officer or employee of Tenant has the authority to commit Tenant to this Amendment unless and until City's Board of Supervisors shall have duly adopted a resolution approving this Amendment and authorizing consummation of the transactions contemplated hereby. Therefore, any obligations or liabilities of Tenant hereunder are contingent upon enactment of such a resolution, and this Amendment shall be null and void unless Tenant's Mayor and Board of Supervisors approve this Amendment, in their respective sole and absolute discretion, and in accordance with applicable laws.
3. Extension Option. The Lease shall be extended for a term of five (5) years (the "**Extended Term**"), commencing on August 1, 2009 and expiring on July 31, 2014 unless sooner terminated as provided in the Lease.

4. Right of Termination. Tenant shall have the right to terminate the Lease without payment or penalty, by providing Landlord with one hundred (180) days' advance written notice of termination, which notice shall not be served before February 1, 2011.

5. Base Rent for the Extended Term. The Base Rent for the first two years of the Extended Term shall continue to be \$8,800.00 per month (or \$105,600.00 per year). Commencing on August 1, 2011 the Base Rent shall be increased by three percent (3%), to \$9,064 per month, and shall remain at that rate for the remainder of the Extended Term.

6. Brokerage. Landlord represents that Landlord has not dealt with any broker(s) in connection with this Amendment, and that no broker(s) on its behalf negotiated this Amendment or is entitled to a commission in connection herewith. Landlord covenants that it shall be solely responsible for the payment of all commissions, if any, due to any party in connection with this Amendment or the Lease.

7. Landlord Improvements. Landlord shall, at Landlord's sole cost, perform the following improvements in a good and professional manner, in accordance with all laws (and otherwise in accordance with the requirements set forth in the Lease): (i) replace water damaged portion of carpet in the downstairs office area with the same carpet or such replacement carpet as approved by Tenant, and (ii) install a door of the same quality as other doors in the Premises in the office entry to the lunch room, and install opaque coverings on the glass window of the lunch room door leading to the warehouse, so that the lunch room can be used as a locker room. Landlord shall complete such improvements, to Tenant's reasonable satisfaction, no later than sixty (60) days following the Effective Date.

8. No Further Amendments; Conflicts. All of the terms and conditions of the Lease shall remain in full force and effect except as expressly amended herein. The Lease as amended by this Amendment constitutes the entire agreement between Landlord and Tenant and may not be modified except by an instrument in writing signed by both parties. In the event of any conflict between the terms of the Lease and the Terms of this Amendment, the terms of this Amendment shall control.

9. Notification of Limitations on Contribution. Through its execution of this Amendment, Landlord acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Landlord further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Landlord's board of directors, chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Landlord; and any committee that is sponsored or controlled by Landlord. Additionally, Landlord acknowledges that Landlord must inform each of the persons described

in the preceding sentence of the prohibitions contained in Section 1.126. Landlord further agrees to provide to City the names of each person, entity or committee described above.

10. Other City Clauses. Landlord shall also agree to comply with the provisions specified in the San Francisco Administrative Code, or City Charter; relating to “Resource –Efficient City Buildings (Admin. Code Sections 82.1 to 82.8), the MacBride Principals (Admin. Code Section 12F.1, et seq.), Prevailing Wages for Construction (SF Charter Section A7.204, and Admin. Code Section 6.33 through 6.45.), the Controller’s Certification of Funds (SF City Charter Section 3.105), the Tropical Hardwood and Virgin Redwood Ban (Admin. Code Section 12I), Preservative-Treated Wood Containing Arsenic (Section 1304 of the Environment Code), and the Non Discrimination in City Contracts and Benefits Ordinance (Admin. Code Sections 12B, and 12C).

11. No Joint Venture. This Amendment or any activity by the City hereunder does not create a partnership or joint venture between the City and Landlord relating to the Lease or otherwise. This Amendment does not constitute authorization or approval by the City of any activity conducted by Landlord, and the City shall in no way be responsible for the acts or omissions of Landlord on the Premises or otherwise.

12. Attorneys Fees. In the event a dispute arises concerning this Amendment, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees. For purposes of this Amendment, reasonable fees of attorneys of City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

13. References. No reference to this Amendment is necessary in any instrument or document at any time referring to the Lease. Any future reference to the Lease shall be deemed a reference to such document as amended hereby.

14. Applicable Law. This Amendment shall be governed by, construed and enforced in accordance with the laws of the State of California.

15. Miscellaneous. Landlord represents and warrants that there is no deed of trust, mortgage or similar security interest filed against the real property of which the Premises are a part. Except as expressly modified herein, the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. The Lease as amended by this Amendment constitutes the entire agreement of the parties concerning the subject matter hereof, and supersedes and conceals any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein. The execution of this Amendment shall not constitute a waiver of relinquishment of any rights which the City may have relating to the Lease. Landlord and City hereby ratify and confirm all of the provisions of the Lease as amended by this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this
Amendment effective as of the Effective Date.

LANDLORD:

GENSLER FAMILY L. P. I.
A California limited partnership,

By: _____

Its: _____

By: _____

Its: _____

TENANT

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

Director of Property

RECOMMENDED:

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

San Francisco Municipal Transportation Agency
Board of Directors
Resolution No. _____
Adopted: _____

Attest:

Secretary,
SFMTA Board of Directors

APPROVED AS TO FORM:
Dennis Herrera, City Attorney

By: _____
Deputy City Attorney

THIS PRINT COVERS CALENDAR ITEM NO. : 10.10

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Recommending that the Board of Supervisors approve a five-year lease renewal for the real property currently serving as the Department of Parking and Traffic's Traffic Signs Division, located at 1975-1999 Bryant Street, to commence on July 1, 2009 between the City and County of San Francisco, as lessee, and 1975-1999 Bryant Street LLC, a California limited liability company, as landlord.

SUMMARY:

- The SFMTA's Department of Parking and Traffic currently occupies real property at 1975-1999 Bryant Street for its Traffic Signs Division.
- The current lease for this property expires on June 30, 2009 and the Director of Property of the City and County of San Francisco has negotiated a lease renewal, on behalf of the SFMTA, with 1975-1999 Bryant Street LLC, a California limited liability company, with an initial annual base rent of \$215,852.40. After two years, the annual base rent shall increase to \$222,327.96 and stay at that amount for the remainder of the term.
- The lease extension is for a five-year term, commencing on July 1, 2009, but it includes language that enables the SFMTA to terminate the lease, with 180 days notice, after two years. The SFMTA wishes to include this termination language in the event that the SFMTA is able to purchase property on which to relocate this function.
- Renewal of the lease is subject to the approval of the Board of Supervisors.

ENCLOSURES:

1. SFMTAB Resolution
2. Amendment to Lease

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY

ADOPTED RESOLUTION Kerstin Magary, SFMTA Real Estate
BE RETURNED TO

ASSIGNED MTAB CALENDAR DATE: _____

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PURPOSE

This calendar item recommends that the Board of Supervisors approve a five-year renewal of the lease for the real property currently serving as the Department of Parking and Traffic's Traffic Signs Division, located at 1975-1999 Bryant Street, to commence on July 1, 2009 between the City and County of San Francisco, as lessee, and 1975-1999 Bryant Street LLC, a California limited liability company, as landlord.

GOAL

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

- 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's Department of Parking and Traffic (DPT) currently occupies real property at 1975-1999 Bryant Street for its Traffic Signs Division. The current lease for this property expires on June 30, 2009 and the Director of Property of the City and County of San Francisco has negotiated a lease renewal, on behalf of the SFMTA, with 1975-1999 Bryant Street LLC, a California limited liability company. The initial annual base rent for this property will be \$215,852.40; after two years, the annual base rent shall increase to \$222,327.96 and stay at that amount for the remainder of the term.

The lease extension is for a five-year term, commencing on July 1, 2009, but it includes language that enables the SFMTA to terminate the lease, with 180 days notice, after two years. The SFMTA wishes to include this termination language in the event that the SFMTA is able to purchase property on which to relocate this function.

SFMTA Real Estate staff is aggressively pursuing lease and option to purchase opportunities for large, centrally located, industrial properties that would provide the SFMTA with technologically upgraded facilities designed to maximize overall capacity and enhance operational efficiencies. Such acquisitions would also enable the SFMTA to decrease annual rent payments over time. This lease extension will enable the DPT Traffic Signs Division to continue its current operations in its existing premises, which consists of a 16,112 square foot facility with an adjoining 5,050 square foot yard, while continuing to pursue those opportunities. The DPT Traffic Signs Division, which includes 28 vehicles and 31 staff members, produces, installs and maintains approximately 200,000 traffic and street signs in San Francisco. SFMTA Real Estate staff will continue to seek industrial real estate acquisitions for this and other SFMTA functions, including the DPT Paint Shop, DPT Signal and Meter Shops and SFMTA Enforcement's Street Sweeping Unit.

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ALTERNATIVES CONSIDERED

The alternative to entering into the lease amendment would be to find other rental space for this function, which might be more expensive and would require a time-consuming and costly move. The SFMTA will continue its efforts to purchase space for this function.

FUNDING IMPACT

The lease extension requires the SFMTA to continue to pay rent for this space.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

Renewal of the lease is subject to the approval of the Board of Supervisors.

The City Attorney's Office has reviewed this Calendar Item and the lease extension.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors adopt the resolution recommending that the Board of Supervisors approve a five-year renewal of the lease for the real property located at 1975-1999 Bryant Street.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The SFMTA's Department of Parking and Traffic currently occupies real property at 1975-1999 Bryant Street for its Traffic Signs Division under a lease that expires on June 30, 2009; and

WHEREAS, The Director of Property of the City and County of San Francisco has negotiated a lease renewal, on behalf of the SFMTA, with 1975-1999 Bryant Street LLC, a California limited liability company, with an initial annual base rental of \$215,852.40 which, after two years, shall increase to \$222,327.96 and stay at that amount for the remainder of the term; and

WHEREAS, The lease extension is for a five-year term, commencing on July 1, 2009, but the SFMTA shall have the right to terminate the lease, with 180 days notice, after two years; now, therefore, be it

RESOLVED, That the Municipal Transportation Agency Board of Directors recommends that the Board of Supervisors approve a five-year renewal of the lease for the real property currently serving as the Department of Parking and Traffic's Traffic Signs Division, located at 1975-1999 Bryant Street, to commence on July 1, 2009 between the City and County of San Francisco, as lessee, and 1975-1999 Bryant Street LLC, a California limited liability company, as landlord, for an initial annual base rent of \$215,852.40 which, after two years, shall increase to \$222,327.96.

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

AMENDMENT TO LEASE

This Amendment to Lease (this “**Amendment**”), dated as of _____, 2009, by and between 1975-1999 BRYANT STREET LLC, a California limited liability company, as successor to JACK M. KEENEY and LAVONNE KEENEY, a married couple (“**Landlord**”), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**Tenant**”), acting by and through its Director of Property.

Recitals

A. Landlord and Tenant are parties to that certain lease dated as of July 1, 1999 (the “**Lease**”), respecting all of the space in those certain industrial buildings commonly known as 1975 and 1999 Bryant Street, San Francisco, California and more fully described in the Lease the “**Premises**”.

B. Landlord and Tenant desire to extend the term of the Lease and amend certain terms and conditions of the Lease, all as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Terms not otherwise defined herein have the meanings set forth in the Lease.

2. Effective Date; Approval. This Amendment shall become effective on the date (“Effective Date”), which shall be the later of (i) July 1, 2009, (ii) the date the Mayor and Tenant's Board of Supervisors enact a resolution approving this Amendment in accordance with all applicable laws, following the SFMTA Directors approval of this Lease and (iii) this Amendment is duly executed by the parties hereto. Notwithstanding anything to the contrary contained in this Amendment, Landlord acknowledges and agrees that no officer or employee of Tenant has the authority to commit Tenant to this Amendment unless and until City's Board of Supervisors shall have duly adopted a resolution approving this Amendment and authorizing consummation of the transactions contemplated hereby. Therefore, any obligations or liabilities of Tenant hereunder are contingent upon enactment of such a resolution, and this Amendment shall be null and void unless Tenant's Mayor and Board of Supervisors approve this Amendment, in their respective sole and absolute discretion, and in accordance with applicable laws.

3. Extension Option. The Lease shall be extended for a term of five (5) years (the "Extended Term"), commencing on July 1, 2009 and expiring on June 30, 2014 unless sooner terminated as provided in the Lease.

4. Right of Termination. Tenant shall have the right to terminate the Lease, without payment or penalty, by providing Landlord with one hundred (180) days' advance written notice of termination, which notice shall not be served before January 1, 2011.

5. Base Rent for the Extended Term. The Base Rent for the first two years of the Extended Term shall continue to be \$17,987.70 per month (or \$215,852.40 per year). Commencing July 1, 2011, the Base Rent shall be increased by three percent (3%), to \$18,527.33 per month, and shall remain at that rate for the remainder of the Extended Term.

6. Brokerage. Landlord represents that Landlord has not dealt with any broker(s) in connection with this Amendment, and that no broker(s) on its behalf negotiated this Amendment or is entitled to a commission in connection herewith. Landlord covenants that it shall be solely responsible for the payment of all commissions, if any, due to any party in connection with this Amendment or the Lease.

7. No Further Amendments; Conflicts. All of the terms and conditions of the Lease shall remain in full force and effect except as expressly amended herein. The Lease as amended by this Amendment constitutes the entire agreement between Landlord and Tenant and may not be modified except by an instrument in writing signed by both parties. In the event of any conflict between the terms of the Lease and the Terms of this Amendment, the terms of this Amendment shall control.

8. Notification of Limitations on Contribution. Through its execution of this Amendment, Landlord acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Landlord further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Landlord's board of directors, chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Landlord; and any committee that is sponsored or controlled by Landlord. Additionally, Landlord acknowledges that Landlord must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Landlord further agrees to provide to City the names of each person, entity or committee described above.

9. Other City Clauses. Landlord shall also agree to comply with the provisions specified in the San Francisco Administrative Code, or City Charter; relating to "Resource –Efficient City Buildings (Admin. Code Sections 82.1 to 82.8), the MacBride Principals (Admin. Code Section 12F.1, et seq.), Prevailing Wages for Construction (SF Charter Section A7.204, and Admin. Code Section 6.33 through 6.45.), the Controller's Certification of Funds (SF City Charter Section 3.105), the Tropical Hardwood and Virgin Redwood Ban (Admin. Code Section 12I), Preservative-Treated Wood Containing Arsenic (Section 1304 of the

Environment Code), and the Non Discrimination in City Contracts and Benefits Ordinance (Admin. Code Sections 12B, and 12C).

10. No Joint Venture. This Amendment or any activity by the City hereunder does not create a partnership or joint venture between the City and Landlord relating to the Lease or otherwise. This Amendment does not constitute authorization or approval by the City of any activity conducted by Landlord, and the City shall in no way be responsible for the acts or omissions of Landlord on the Premises or otherwise.

11. Attorneys Fees. In the event a dispute arises concerning this Amendment, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees. For purposes of this Amendment, reasonable fees of attorneys of City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

12. References. No reference to this Amendment is necessary in any instrument or document at any time referring to the Lease. Any future reference to the Lease shall be deemed a reference to such document as amended hereby.

13. Applicable Law. This Amendment shall be governed by, construed and enforced in accordance with the laws of the State of California.

14. Miscellaneous. Landlord represents and warrants that there is no deed of trust, mortgage or similar security interest filed against the real property of which the Premises are a part. Except as expressly modified herein, the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. The Lease as amended by this Amendment constitutes the entire agreement of the parties concerning the subject matter hereof, and supersedes and conceals any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein. The execution of this Amendment shall not constitute a waiver of relinquishment of any rights which the City may have relating to the Lease. Landlord and City hereby ratify and confirm all of the provisions of the Lease as amended by this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this
Amendment effective as of the Effective Date.

LANDLORD:

1975-1999 BRYANT STREET LLC,
a California limited liability company

By: _____
Robert C. Keeney, Manager

TENANT

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Director of Property

RECOMMENDED:

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

San Francisco Municipal Transportation Agency
Board of Directors
Resolution No. _____
Adopted: _____

Attest:

Secretary,
SFMTA Board of Directors

APPROVED AS TO FORM:
Dennis Herrera, City Attorney

By: _____
Deputy City Attorney

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Transportation Planning and Development

BRIEF DESCRIPTION:

Requesting approval of the plans and specifications and authorizing bid call for San Francisco Municipal Transportation Agency Contract No. 1230, Cable Car Propulsion System DC Motor Drives Upgrade.

SUMMARY:

- The purpose of the project is to upgrade the outdated Direct Current (DC) motor drives and associated equipment that was installed over 20 years ago. These drives control the motors that power the cable car cables. This work is needed in order to reduce maintenance, improve reliability, safety, and quality service for the California, Powell-Mason and Powell-Hyde Cable Car Lines.
- The scope of work under this contract consists of replacing the existing analog controller with a digital controller to extend the useful life of the DC motor drives, replacing the existing operator's console, replacing the existing PLC (Programmable Logic Controller) and HMI (Human Machine Interface) video display at the Cable Car Barn as well as at Central Control, and replacing the remote I/O panels at 7 locations (Powell & Market, Bay & Taylor, Victorian Park, Hyde & Pacific, California & Drumm, California & Mason, and California & Hyde).
- The estimated cost for this construction contract is between \$6 and \$8 million. The construction work is to be substantially completed within 550 calendar days from the Notice to Proceed.
- Federal, and local sources will provide funding for this Contract.

ENCLOSURES:

1. SFMTAB Resolution
2. Project Budget and Financial Plan

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM

FINANCE

EXECUTIVE DIRECTOR/CEO

SECRETARY

ADOPTED RESOLUTION
BE RETURNED TO

Contracting Section: Attn: Yvette Torres

ASSIGNED SFMTAB CALENDAR DATE: _____

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PURPOSE

San Francisco Municipal Transportation Agency (SFMTA) Contract No. 1230, Cable Car Propulsion System DC Motor Drives Upgrade, is a construction contract to upgrade the outdated DC motor drives and associated equipment that were installed over 20 years ago at the Cable Car Barn and at various locations along the system. The upgrade is necessary in order to reduce maintenance, improve reliability, safety and quality service for the California, Powell-Mason and Powell-Hyde Cable Car Lines.

The scope of work includes replacing the existing analog controller with digital controller to extend the useful life of the DC motor drives, replacing the existing operator's console, replacing the existing PLC (Programmable Logic Controller) and HMI (Human Machine Interface) video display at the Cable Car Barn as well as at Central Control, and replacing the remote I/O panels at 7 locations (Powell & Market, Bay & Taylor, Victorian Park, Hyde & Pacific, California & Drumm, California & Mason, and California & Hyde).

GOAL

Contract No. 1230 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: 1.4 Improve accessibility across transit services

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

Objective 2.2 Ensure efficient transit connectivity and span of service

Objective 2.3 Fulfill bicycle and pedestrian network connectivity

Objective 2.4 Reduce congestion through major corridors

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.)

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Objective 5.2 Improve facilities in which people are working

Objective 5.3 Improve internal communication and employee satisfaction

DESCRIPTION

The existing Cable Car DC motor drives and the programmable logic controllers (PLCs) were installed in 1983 and have been in continuous service for more than 20 years. The system equipment is obsolete, and many of the electronic components used in their design are no longer manufactured, which makes the replacement parts both expensive and hard to find. In addition, the equipment manufacturer does not have adequate support for the aging components.

This project will replace the obsolete equipment with functionally similar replacement equipment, to improve the maintainability, system reliability and safety of the system.

The DC motor drives are the essential control mechanism to operate the DC motors, which move four cables serving three cable car lines: California Street Line, Powell-Mason Line, and Powell-Hyde Line. The four cables move along California, Powell, Mason and Hyde Streets at a rate of 9½ miles per hour. The cables are driven by four General Electric 510 horsepower DC motors. The cables are run 20 hours per day and are stopped for four hours from 1:30 a.m. to 5:30 a.m. The DC motor drives were installed under the Cable Car Rehabilitation Program during 1982 to 1984. The ridership for the cable car lines is very high, as they are used by San Francisco residents and by visitors to the City. Nearly ten million passengers are carried annually with 2.7 million revenue hours and 23.4 million revenue miles operated annually.

SERVICE SHUTDOWNS

The Contractor will be allowed three service shutdowns of 108 consecutive hours each, beginning Sunday night at midnight and ending the following Friday at noon, for a maximum of 13.5 days of scheduled shutdown to complete the specific work defined under in the specifications. The anticipated shutdowns will be:

- a. The California and Hyde system will be shut down when the power controllers for these motors are connected and tested.
- b. The Powell and Mason system will be shut down when the power controllers for these motors are connected and tested.
- c. The entire system will be shut down to complete the installation and testing of the new console in the control room.

The bid documents specify that the construction work shall be substantially completed within 550 calendar days from the date of the Notice to Proceed. Liquidated damages will be \$5,000 per day for each day that the Contractor fails to achieve substantial completion.

The current estimate for the contract is between \$6 and \$8 million.

The Contract Compliance Office has reviewed this item and has established a Small Business Enterprise (SBE) goal of 15 percent.

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

The plans and specifications for SFMTA Contract No. 1230 are not included as an enclosure to this calendar item. They are available for review at One South Van Ness Avenue, 3rd Floor, SFMTA Transportation Planning and Development Division.

ALTERNATIVES CONSIDERED

The project team held discussions with the Cable Car Maintenance staff concerning whether the power controller upgrade work should be done by in-house staff. The preference was to have a contractor perform the work because contractors have enough crews with electrical and construction expertise to complete the work within the limited available time and within minimal shutdown hours. Staff determined that contracting out was the best practical alternative.

FUNDING IMPACT

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

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

OTHER APPROVALS RECEIVED OR STILL REQUIRED

No other approvals are required for this item.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors approve the plan and specifications and authorize bid call for Contract No.1230 Cable Car Propulsion System DC Motor Drives Upgrade.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, San Francisco Municipal Transportation Agency (SFMTA) Contract No. 1230, Cable Car Propulsion System DC Motor Drives Upgrade, is a construction contract to upgrade the outdated DC motor drives and associated equipment that was installed over 20 years ago at the Cable Car Barn and at various locations along the system in order to reduce maintenance, improve reliability, safety and quality service for the California, Powell-Mason and Powell-Hyde Cable Car Lines; and,

WHEREAS, The work to be preformed includes replacing the existing analog controller with a digital controller to extend the useful life of the DC motor drives, replacing the existing operator's console, replacing the existing PLC (Programmable Logic Controller) and HMI (Human Machine Interface) video display at the Cable Car Barn as well as at Central Control, and replacing the remote I/O panels at 7 locations (Powell & Market, Bay & Taylor, Victorian Park, Hyde & Pacific, California & Drumm, California & Mason, and California & Hyde); and,

WHEREAS, The time allotted to substantially complete the construction work is 550 calendar days, with liquidated damages of \$5,000 per day for failure to complete the work on time; and,

WHEREAS, Contract No. 1230, Cable Car Propulsion System DC Motor Drives Upgrade, will assist SFMTA in meeting Strategic Plan Goals #1, 2 and 5; and,

WHEREAS, The project is funded by Federal and local grants; and,

WHEREAS, The Contract Compliance Office has established a Small Business Enterprise (SBE) goal of 15 percent; now, therefore be it

RESOLVED, That the SFMTA Board of Directors approves the plans and specifications and authorizes the Executive Director/CEO to advertise Municipal Railway Contract No. 1230, Cable Car Propulsion System DC Motor Drives Upgrade.

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
CABLE CAR PROPULSION SYSTEM DC MOTOR DRIVES UPGRADE
San Francisco Municipal Railway Contract 1230
Project Budget and Financial Plan

Item	Budget
Conceptual Engineering Report:	
Staff Support (SFMTA and Other Dept. Services)	\$389,538
Design Phase:	
Staff Support (SFMTA and Other Dept. Services)	\$1,075,000
Construction Phase:	
Construction Contract, Contingency, and Staff Support	\$9,229,221
Total Cost	\$10,693,759

Funding	Amount
Federal Grants	\$8,555,007
Local Grants	
Prop K Sales Tax	\$1,845,844
Cable Car Settlement	\$292,908
Total Funding	\$10,693,759

THIS PRINT COVERS CALENDAR ITEM NO. : 10.12

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Security & Enforcement

BRIEF DESCRIPTION:

Authorizing the Executive Director/CEO (or his designee) to issue a request for proposals (“RFP”), evaluate proposals, and negotiate a contract with the highest-ranked proposer in an amount not to exceed \$175,000 with an initial term of one year with two options to extend the contract for a period of one year each, to provide for conflict resolution training services for staff in the Security and Enforcement Division (“SED”) of the San Francisco Municipal Transportation Agency (“SFMTA”).

SUMMARY:

- SFMTA’s SED staff can often be subjected to verbal and physical abuse by the public. The resulting stress and anger often affect relationships with colleagues and managers.
- The SFMTA Board recognizes the problem and has requested that SFMTA provide conflict resolution training to SED staff to help defuse volatile situations and prevent those situations from escalating into violent incidents.
- To fulfill this directive, SFMTA has determined that selecting a firm that specializes in providing conflict resolution services on an intermittent, as-needed basis through an RFP process is the best practice.
- The successful proposer would provide conflict resolution training workshops to all (approximately 450) SED employees.

ENCLOSURES:

1. SFMTAB Resolution

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION

BE RETURNED TO Mikhael Hart, Contracts & Procurement

ASSIGNED SFMTAB CALENDAR DATE: _____

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PURPOSE

To request authority for the Executive Director/CEO, or his designee, to issue a request for proposals, evaluate proposals and negotiate a contract to provide conflict resolution training workshops for SED staff.

GOAL

The provision of conflict resolution training to SFMTA SED staff falls under the following goal and objectives in the *SFMTA Strategic Plan*:

Goal # 5 – MTA 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 the evolving, technology driven future.

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

Objective # 5.8: Improve work/life balance of employees (e.g. daycare options, costs of getting to work, etc.).

DESCRIPTION

SFMTA's SED staff, which includes Parking Control Officers ("PCOs") and Transit Fare Inspectors ("TFIs"), are frequently subjected to verbal and physical abuse from members of the public while performing their duties. The heightened stress and anger resulting from these altercations in turn spill into staff's interpersonal relationships on the job with rank and file colleagues and managers.

Recognizing the seriousness and extent of the problem, the SFMTA Board has requested that the SFMTA provide conflict resolution training to SED staff with the goal of defusing volatile situations and decreasing the likelihood of the escalation of verbal abuse and physical assault. To fulfill this directive, SFMTA has determined that selecting a firm that specializes in providing these services on an intermittent, as-needed basis through an RFP process is the best practice.

An initial program in 2007 was limited to newly hired PCOs. The program was expanded in 2008 to include veteran PCOs. The current RFP expands the training to include parking enforcement supervisors, TFIs, and TFI supervisors.

The purpose of this solicitation is to provide mandatory education, skill sets and training through workshops to approximately 450 SFMTA/Security & Enforcement staff to enable them to effectively identify and defuse volatile confrontations with members of the public and manage, reduce and/or resolve workplace conflicts. Each workshop will be customized and tailored to suit both management staff and rank and file employees, and will specifically address employee behaviors that lead to conflicts in the workplace and how to resolve conflicts when they arise.

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These services are necessary in order to enable employees to defuse and avoid confrontational situations in the workplace, avoid associated assaults and consequential injuries and workers' compensation claims.

The focus of this project is directed at facilitating and achieving organizational and cultural change within SED in order to improve overall productivity and efficiency, and to minimize and/or eliminate workplace conflict, potential volatile situations, and assaults on employees.

Scope of Work

The successful proposer shall provide conflict resolution training in structured eight-hour classroom workshops for approximately 450 rank and file fare inspectors, veteran parking control officers, new parking control hires, supervisors and management staff. The workshops shall be designed to reflect and address organizational realities and current needs utilizing experiential learning and role playing techniques. There shall be at least 22 classes, consisting of 20 students each, specifically customized and tailored to address management staff issues as well as issues of the rank and file.

Training shall focus on increasing the employees' self awareness and their skills and knowledge of the workforce and work environment in order to enable employees to manage workplace conflict more effectively when dealing with confrontational people or conflict situations. The workshops shall enable employees to gain a thorough understanding of some common reactions to conflict in order to more productively manage attitudes and reduce conflict situations.

Upon completion of all phases of the training it is anticipated that staff will have the knowledge and skill sets to do the following: 1) Develop competent proactive conflict management skills; 2) Increase employees' perspective and analysis of various perceived conflict scenarios; 3) Develop problem solving skills; 4) Improve emotional awareness and emotional management; 5) Analyze conflict situations to determine the best approach to achieve the desired outcome; and 6) Develop strategies that foster teamwork, cohesiveness and sound conflict resolution skills.

It is anticipated that the workshops will produce the following outcomes:

- Team building;
- Improved problem solving and decision making skills;
- Improved communication (internally and externally);
- Improved job performance standards and measurements; and
- Leadership development and succession planning

Tentative Schedule

<u>Proposal Phase</u>	<u>Date</u>
RFP is issued by the City	June 3, 2009
Pre-proposal conference	June 15, 2009
Deadline for submission of written questions or requests for clarification	June 26, 2009
Proposals due	July 1, 2009
Selection panel reviews and scores written proposals / oral interviews of short-listed firms	(2 – 3 weeks)
Selection / negotiations / final drafts of contract and SFMTA Board item	(4 – 6 weeks)
SFMTA Board review and meeting	(18 days)
Contract starts	(Next day following Board approval)

A copy of the RFP is available for review in the office of the Secretary of the SFMTA Board.

ALTERNATIVES CONSIDERED

The City and County does not currently possess the ability to provide the specialized, focused and customized training in conflict resolution that SFMTA requires in order to achieve the intended goals and objectives.

FUNDING IMPACT

Funds for this contract are included in the Security and Enforcement Division budget for fiscal years 2008-09 and 2009-10.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The SFMTA Contract Compliance Office has reviewed the RFP, and has established a 15% Local Business Enterprise (LBE) sub-consulting participation goal for the contract.

Should the SFMTA Board approve this request, the contract will be subject to Civil Service Commission approval.

The Agency will request this Board's authorization to execute the negotiated agreement following the RFP process.

The City Attorney has reviewed this report.

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RECOMMENDATION

It is recommended that the SFMTA Board authorize the Executive Director/CEO (or his designee) to issue a Request For Proposals, evaluate proposers and negotiate a contract for conflict resolution training services for SFMTA Security and Enforcement Division staff for an initial term of one year with two options to extend the contract for a period of one year each at the sole discretion of the SFMTA Executive Director/CEO.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency (“SFMTA”) Board of Directors directed the SFMTA to provide training to staff in SFMTA’s Security & Enforcement Division (“SED”) who are frequent targets for verbal and physical assault in the performance of their enforcement duties; and

WHEREAS, The SFMTA SED initiated a conflict resolution training program in 2007 for newly hired Parking Control Officers to comply with the Board’s directive; and,

WHEREAS, The conflict resolution training was expanded in 2008 to include and provide training services to veteran officers; and,

WHEREAS, The SFMTA SED now wishes to expand these services to enforcement supervisors, security Fare Inspectors and Fare Inspector Supervisors, and

WHEREAS, The City does not have the dedicated staff resources to provide the level of conflict resolution training required for all SED employees; and

WHEREAS, As part of the SFMTA’s overall Local Business Enterprise (“LBE”) goal, the Contract Compliance Office has established a 15% LBE goal for this contract; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the SFMTA Executive Director/CEO (or his designee) to issue a Request For Proposals, evaluate proposers and negotiate a contract for conflict resolution training services for SFMTA Security and Enforcement Division staff for an initial term of one year with two options to extend the contract for a period of one year each at the sole discretion of the SFMTA Executive Director/CEO.

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