File No. 120432 Committee Item No. 1
Board Item No. 1

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight Date June 14, 2012

Board of Supervisors Meeting Date 6/26/12

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Completed by: Alisa Miller Date June 8, 2012
Completed by: Rana Calonsag Date June 15, 2012

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document can be found in the file.

BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

GOVERNMENT AUDIT AND OVERSIGHT COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Mark Farrell, Chair
Government Audit and Oversight Committee

FROM: Rana Calonsag, Committee Clerk

DATE: June 15, 2012

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, June 19, 2012

The following file should be presented as a **COMMITTEE REPORT** at the Board meeting, Tuesday, June 19, 2012. This item was acted upon at the Committee Meeting on June 14, 2012 at 1:00 p.m., by the votes indicated.

Item No. 1 **File No. 120432**

Ordinance authorizing the Municipal Transportation Agency to extend the existing contract with Serco Inc. until June 30, 2014, by waiving the two year limitation on the exception for pilot programs to the competitive procurement requirements of Chapter 21 of the San Francisco Administrative Code; and making environmental findings and findings of consistency with the General Plan.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor Mark Farrell - Aye
Supervisor Sean Elsbernd - Aye
Supervisor David Chiu - Aye

cc: Board of Supervisors
Angela Calvillo, Clerk of the Board
Rick Caldeira, Legislative Deputy Director
Cheryl Adams, Deputy City Attorney
Binder Copy

FILE NO. 120432 ORDINANCE NO.

[Contract Extension - SFPark - Serco Inc.]

Ordinance authorizing the Municipal Transportation Agency to extend the existing contract with Serco Inc. until June 30, 2014, by waiving the two year limitation on the exception for pilot programs to the competitive procurement requirements of Chapter 21 of the San Francisco Administrative Code; and making environmental findings and findings of consistency with the General Plan.

NOTE: Additions are *single-underline italics Times New Roman*; deletions are ~~*strike through italics Times New Roman*~~. Board amendment additions are double-underlined; Board amendment deletions are ~~strikethrough normal~~.

Be it ordained by the People of the City and County of San Francisco:

Environmental Findings. The Planning Department has determined that the actions contemplated in this Ordinance are in compliance with the California Environmental Quality Act (California Public Resources Code section 21000 et seq.). Said determination is on file with the Clerk of the Board of Supervisors in File No. 120432 and is incorporated herein by reference. The Board has considered the exemption determination by the Planning Department and the whole record before it and hereby affirms said exemption determination and adopts the determination as its own and finds that there are no substantial project changes, no substantial changes in project circumstances, and no new information of substantial importance that would change the conclusions set forth in the exemption determination by the Planning Department that the proposed project is exempt from environmental review under the California Environmental Quality Act.

Section 1. Findings.

San Francisco Administrative Code Section 21.5 establishes a two year limit for pilot project contracts that have not been competitively procured. Any contract extension beyond the two year limit shall be subject to all applicable competitive procurement requirements.

1. On June 1, 2008, the Municipal Transportation Agency entered into a two-year pilot project Agreement with Serco Inc. to provide various on-street parking meter and parking control projects for the SF*park* Program. The Agreement was exempt from the competitive bidding requirements of Chapter 21 of the San Francisco Administrative Code pursuant to Section 21.5.

2. On February 9, 2010, the Board of Supervisors approved uncodified Ordinance No. 35-10 to authorize the Municipal Transportation Agency to extend the Serco Inc. Agreement for an additional twenty-five months by waiving the two-year limit for pilot project contracts that have not been competitively procured. This authorization expires on July 1, 2012.

3. The Municipal Transportation Agency is now seeking further authorization from the Board of Supervisors to extend this Agreement until June 30, 2014, by again waiving the two year limitation on the exception for pilot programs to the competitive procurement requirements of Chapter 21 of the San Francisco Administrative Code.

4. The Serco Inc. Agreement needs to be extended until June 30, 2014, for several reasons. These reasons include the fact that: (1) the Municipal Transportation Agency did not receive the SF*park* Supplemental Agreement from CalTrans until June, 2009, which resulted in the project starting behind schedule, (2) the original parking sensor vendor could not meet performance requirements for the project, (3) the technical complexity involved in having multiple vendors supporting the project resulted in significant delays, (4) if the contract terminates in June, 2012, the SF*park* program will have operated for only ten months which will result in insufficient data collection and evaluation to meet the requirements of the Federal Highway Administration's grant funding requirements, and (5) extending this Agreement will allow the Municipal Transportation Agency to prepare for and execute a transition plan for a Citywide approach to parking management.

Section 2. The Municipal Transportation Agency is authorized to enter into the Agreement to extend the existing contract with Serco Inc. until June 30, 2014, substantially in the form in Board file 120432. The Board of Supervisors hereby waives the two year limitation on the exception for pilot programs to the competitive procurement requirements of Chapter 21 of the San Francisco Administrative Code with respect to this contract.

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

By: _____
JOHN I. KENNEDY
Deputy City Attorney

Edwin M. Lee | Mayor

Tom Nolan | Chairman
Cheryl Brinkman | Vice-Chairman
Leona Bridges | Director
Malcolm Heinicke | Director
Jerry Lee | Director
Bruce Oka | Director
Joél Ramos | Director

Edward D. Reiskin | Director of Transportation

April 23, 2012

The Honorable Members of the Board of Supervisors
City and County of San Francisco
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Subject: ***Extending Competitive Bidding Requirement Exemption for the SFpark Pilot Program***

Honorable Members of the Board of Supervisors:

The purpose of this briefing is to provide information to support the San Francisco Municipal Transportation Agency's (SFMTA) request that the current waiver of the competitive procurement requirement for pilot projects in excess of two years (San Francisco Administrative Code, Chapter 21) be extended until June 30, 2014, in support of the SF*park* program and associated pilots. Should this waiver extension be granted, the SFMTA Board of Directors (SFMTA Board) would be able to grant a two-year extension to the current sole source agreement with Serco, Inc. that is due to expire on June 30, 2012.

Board of Supervisors Legislative History for SF*park*:

1. June 24, 2008: The San Francisco Board of Supervisors (Board) approves a $22.08 million sole source agreement with Serco Inc. in support of the SF*park* program, effective July 1, 2008, expiring June 30, 2010 (Board Resolution 0289-08).
2. February 9, 2010: The Board approves extension of the SF*park* pilot to June 30, 2012, (Board Ordinance 0035-10). Since there is no change to scope of work or the not-to-exceed amount, only SFMTA Board of Directors (SFMTA Board) approval is needed to extend the contract itself (SFMTA Resolution 09-167)
3. August 10, 2010: The Board approves receipt of a $22 million loan from the Metropolitan Transportation Commission's Congestion Mitigation and Air Quality Improvement fund for expansion of the SF*park* program (Board Resolution 0394-10). The total NTE amount is now $44.08 million.

San Francisco Municipal Transportation Agency
One South Van Ness Avenue, Seventh Fl. San Francisco, CA 94103
Tel: 415.701.4500 | Fax: 415.701.4430 | www.sfmta.com

4. *(Proposed)* The Board Ordinance would grant a two-year extension of the waiver for competitive procurement granted to sole source agreement with Serco, Inc. for the SF*park* Pilot Program, to June 30, 2014. Upon passage of the Ordinance, the SFMTA Board will undertake consideration of the contract extension. Board approval of the contract extension is not required, since there is no increase of the not-to-exceed amount to the agreement, and no modifications to the scope of work.

Reasons for Extension:

As outlined in the ordinance, the SFMTA requests that the extension of the waiver be granted for the following reasons:

1. The SFMTA did not receive the SF*park* Supplemental Agreement and associated funding from CalTrans until June, 2009, which resulted in a delay in the project schedule.
2. The original parking sensor vendor could not meet performance requirements for the project.
3. The technical complexity involved in having multiple vendors supporting the project resulted in significant delays.
4. Should the contract terminate in June, 2012, the SF*park* program will have operated for only 10 months, which will result in insufficient data collection and evaluation to meet the requirements of the Federal Highway Administration's grant funding.
5. Extending this Agreement will allow the SFMTA to prepare for and execute a transition plan for a citywide approach to parking management.

Current Status and Next Steps:

The SF*park* pilot was launched on April 21, 2011, after establishing the infrastructure needed for evaluation. Since the program began, SFMTA has completed the following tasks:

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

8. Development of smart phone application to allow public to access parking availability.

Upon approval of the extension, SFMTA will complete pilot projects associated with the SF*park* program and make a recommendation regarding citywide expansion.

Remaining tasks include the following:

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

Recommendation:

The SFMTA requests that the Board extend the waiver of the competitive procurement requirement for pilot projects. The waiver will allow the SFMTA Board to grant a two-year extension to the current sole source agreement with Serco, Inc. in order to complete the groundbreaking work already in progress to more effectively manage parking needs using demand-response pricing, reduce traffic congestion within the City and serve as a model for other cities considering similar efforts.

Thank you for your consideration of this proposed ordinance. Should you have any questions or require more information, please don't hesitate to contact me at any time.

Sincerely,

Edward D. Reiskin
Director of Transportation

Case No. 2012.C.61E

SFMTA | Municipal Transportation Agency

Edwin M. Lee | Mayor

Tom Nolan | Chairman
Cheryl Brinkman | Vice-Chairman
Leona Bridges | Director
Malcolm Heinicke | Director
Jerry Lee | Director
Bruce Oka | Director
Joél Ramos | Director

Edward D. Reiskin | Director of Transportation

April 5, 2012

Monica Pereira
Environmental Planning
San Francisco Planning Department
1650 Mission Street, 4th Floor
San Francisco, CA 94103

Subject: Environmental Review Request- Extension of SF*park* pilot project

Dear Ms. Pereira:

The San Francisco Municipal Transportation Agency (SFMTA) is requesting environmental review of an extension to the pilot status of the agency's parking management pilot project called SF*park*.

In 2008, the Planning Department issued a categorical exemption for the SF*park* pilot project, citing an exemption for the purpose of information collection.

The SFMTA is seeking to extend the end of the pilot project status of SF*park* from June 30, 2012 to June 30, 2014 for the following reasons:

1. The implementation of the SF*park* pilot was delayed by several factors. First, the SFMTA did not receive the Program Supplemental Agreement (a required document from Caltrans which allow the SFMTA to spend grant funds) until June 2009, which delayed initial implementation of the project. Another major source of delay was related to sensor technology which is crucial to the project. An original parking sensor vendor installed sensors that ultimately could not meet performance requirements, requiring SFMTA's subcontractor to find a new parking sensor vendor. This delayed the project by no less than eight months.
2. Ending the pilot in June 2012 would not allow the SFMTA to fulfill its data collection and evaluation requirements related to its Urban Partnership Program funding.
3. The SFMTA's intent is to utilize the results of the evaluation of the pilots to develop a proposal for how to expand demand-responsive pricing to other paid parking in the city. Extending the pilot would allow that process to happen smoothly, including the evaluation, proposal development, and environmental review.

The initial scope of work that was submitted to the Planning Department in 2008 is still valid and is attached again here for your consideration. The scope and content of the pilot remains the same, just not the details of the budget and schedule.

We believe this proposed extension to the SF*park* pilot project is exempt from environmental review for the purpose of information collection.

Thank you for your assistance.

Sincerely,

Jay Primus
SF*park* Program Manager

SAN FRANCISCO DEPARTMENT OF CITY PLANNING
CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW

CLASS 6 - Information Collection: Basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource

04/12/12 MONICA PEREIRA

San Francisco Municipal Transportation Agency
One South Van Ness Avenue, Seventh Fl. San Francisco, CA 94103 | Tel: 415.701.4500 | Fax: 415.701.4430 | www.sfmta.com

CITY AND COUNTY OF SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY

FIFTH AMENDMENT

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

RECITALS

A. WHEREAS, SFMTA and Contractor have entered into the Agreement (as described below);

B. WHEREAS, SFMTA and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Definitions.

a. The following definitions shall apply to this Amendment:

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

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

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

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

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

2. Term of the Agreement

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

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

APPENDIX A

SCOPE OF WORK

TASK 1. Contract Procurement Support

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

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

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

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

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

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

Task 1 Payment Schedule - Compensation for Equipment Procurement

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

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

TASK 2. Parking Pilot Projects/Trial Support Services

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

1. Work Scope and Staffing Assessment.

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

a. Project Management

b. Installation Supervision

c. Installation Assistance

d. Technical Support

e. Training

f. Product Support

   i. Product Receipt

   ii. Factory Acceptance Test

   iii. Delivery

   iv. Return Merchandise Authorization (RMA)

g. Data Capture and Analysis

h. Communications/Marketing

i. Other services to support SFMTA Pilot Projects as agreed to between parties.

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

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

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

Task 2 Payment Schedule

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

Task 2 Parking Pilot Project / Trial Support Services	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**
Project Management	$58.62	$60.98	*No increase*	*No increase*	$62.66	$64.38
Data Collection	$41.04	$42.87	*No increase*	*No increase*	$44.05	$45.26
Technical Analyst Support	$48.88	$50.81	*No increase*	*No increase*	$52.21	$53.64
Product Support Technician	$43.12	$44.87	*No increase*	*No increase*	$46.10	$47.37

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

TASK 3. Meter Replacement Pilot Project

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

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

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

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

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

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

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

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

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

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

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

Task 3 Payment Schedule

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

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

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

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

TASK 4. Information Technology (IT) Support Services

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

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

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

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

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

Task 4 Payment Schedule

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

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

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

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

SF*park* Pilot Project Schedule
Attachment 1
to Appendix A Scope of Work

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

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

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

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

CITY
San Francisco Municipal Transportation Agency

_____
Edward D. Reiskin
Director of Transportation

Approved as to Form:

Dennis J. Herrera
City Attorney

By:

_____
John L Kennedy
Deputy City Attorney

SFMTA Board of Directors

Resolution No. _____

Dated: _____

_____
Secretary, SFMTA Board

CONTRACTOR
Serco Inc.

_____
Jane Johansen
Contracts Manager
1818 Library Street
Reston, VA 20190

City vendor number: 7390801