

**STANDARD GRANT AGREEMENT**  
**Proposition K**  
**Transportation Authority Project Nos. 117-910067, 117-910068, 117-910069**  
**Resolution 17-35**

**SECTION 1**  
**AGREEMENT**

**I. PURPOSE OF AGREEMENT**

THIS AGREEMENT is entered into by and between the San Francisco County Transportation Authority (TRANSPORTATION AUTHORITY) and the City and County of San Francisco acting through its Municipal Transportation Agency (RECIPIENT), to document the funding conditions necessary for the RECIPIENT of a TRANSPORTATION AUTHORITY funding allocation (GRANT) to comply with applicable law and TRANSPORTATION AUTHORITY policies as provided in the TRANSPORTATION AUTHORITY GRANT Resolution. This AGREEMENT consists of Sections 1 and 2 and all additional documents stated in these sections as being attached hereto and incorporated in the AGREEMENT by reference.

In consideration of the mutual covenants, promises, and representations herein, the parties hereto agree as follows:

**II. PURPOSE OF GRANT**

This GRANT, approved through Resolution 17-35 of the TRANSPORTATION AUTHORITY, in accordance with the requirements of the TRANSPORTATION AUTHORITY'S Proposition K Expenditure Plan and Strategic Plan, is made for the following purposes identified in the RECIPIENT'S Proposition K Sales Tax Program Allocation Request Form (Attachment):

**67 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coaches**

- **67 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coaches**
- **67 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coaches – Warranty**
- **67 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coaches – Reserve**

**III. PROJECT DEFINITION AND SCOPE**

Subject to completion of any required environmental review, the RECIPIENT agrees to undertake and complete the project identified in the RECIPIENT'S Allocation Request Form (PROJECT) with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with all the provisions of Sections 1 and 2 hereof, and as described in the Scope section and any Special Conditions of the Proposition K Sales Tax Program Allocation Request Form, which are attached to this AGREEMENT, and made a part hereof. If RECIPIENT determines that it will no longer pursue the PROJECT, RECIPIENT will, with all practicable dispatch, provide the TRANSPORTATION AUTHORITY with an explanation and reason for ceasing pursuit of the PROJECT, and work with the TRANSPORTATION AUTHORITY to develop a plan to explain and justify as needed this change to members of the TRANSPORTATION AUTHORITY Board of Commissioners, and to establish a timeline for submitting a final reimbursement request, returning any unspent funds, and closing out the GRANT, consistent with the provisions in SECTION 2, below.

**IV. GRANT**

The TRANSPORTATION AUTHORITY hereby grants to the RECIPIENT the sum of **\$30,096,835** as designated in the GRANT Resolution cited below and included in this AGREEMENT by reference.

<b>Res. No.</b>	<b>Date</b>	<b>Project #</b>	<b>Proposition K Funds Allocated</b>	<b>Proposition K Fund Expiration Date</b>
17-35	3/21/2017	117-910067	\$12,550,152	3/31/2024
		117-910068	\$696,096	
		117-910069	\$16,850,587	

Grant Agreement  
Resolution No. 17-35, Project No. 117-910067-68

V. ACCEPTANCE OF GRANT

The RECIPIENT does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this AGREEMENT are true and correct and does hereby accept the TRANSPORTATION AUTHORITY'S GRANT and agrees to all of the terms and conditions of this AGREEMENT.

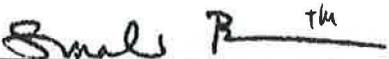
This AGREEMENT is effective as of the DATE OF EXECUTION as defined in SECTION 2, STANDARD TERMS AND CONDITIONS, DEFINITIONS, below.

**SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY**

By:   
Kelly Chang, Executive Director

Date: 4/26/17

**RECIPIENT: City and County of San Francisco acting through its Municipal Transportation Agency**

By:   
Edward D. Reiskin, Director of Transportation

Date: 4/14/17

**Approved As To-Form (optional): Dennis J. Herrera, City Attorney**

By:   
Deputy City Attorney

**SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY  
STANDARD GRANT AGREEMENT**

**SECTION 2  
STANDARD TERMS AND CONDITIONS**

**I. DEFINITIONS**

As used in this AGREEMENT:

- A. AGREEMENT shall mean Sections 1 and 2 of this Standard Grant Agreement and all additional documents stated in these sections as being attached and incorporated by reference.
- B. TRANSPORTATION AUTHORITY shall mean the San Francisco County Transportation Authority.
- C. DATE OF EXECUTION shall mean the date when the TRANSPORTATION AUTHORITY'S Executive Director or his/her authorized designee signs this agreement.
- D. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM shall mean any DBE program adopted by RECIPIENT, or an equivalent program approved directly by the California Department of Transportation or accepted by the federal agency providing financial assistance, that is applicable to the PROJECT as determined by RECIPIENT.
- E. FISCAL YEAR shall mean the TRANSPORTATION AUTHORITY'S fiscal year from July 1 of a calendar year through June 30 of the next calendar year.
- F. FORCE ACCOUNT shall mean personnel costs incurred by the RECIPIENT directly associated with implementing the PROJECT.
- G. FUND EXPIRATION DATE shall mean the final date when eligible costs may be charged against a GRANT.
- H. GRANT shall mean the allocation of any Proposition K sales tax funds.
- I. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM shall mean any LBE program adopted by RECIPIENT that is applicable to the PROJECT as determined by RECIPIENT.
- J. LOCAL HIRING PROGRAM shall mean any local hiring ordinance adopted by RECIPIENT or another employment opportunity program developed by RECIPIENT that is applicable to the PROJECT as defined by RECIPIENT.
- K. EXPENDITURE PLAN shall mean the City and County of San Francisco Transportation Expenditure Plan administered by the TRANSPORTATION AUTHORITY and approved by the voters on November 4, 2003.
- L. PROJECT shall mean the scope of work set forth in the attached Proposition K Sales Tax Program Allocation Request Form. This scope of work is based on the applicable project description of a line item that is in the EXPENDITURE PLAN.
- M. PROPOSITION K REQUEST TABLE shall mean the current schedule of cash flows shown in the Proposition K Sales Tax Program Allocation Request Form–Cash Flow Distribution Schedule by FISCAL YEAR table.
- N. RECIPIENT shall mean SPONSORING AGENCY that receives a GRANT from the TRANSPORTATION AUTHORITY for the purpose of carrying out the PROJECT.
- O. SMALL BUSINESS ENTERPRISE (SBE) PROGRAM shall mean any SBE program adopted by RECIPIENT that is applicable to the PROJECT as determined by RECIPIENT,
- P. SPONSORING AGENCY shall mean the RECIPIENT shown on page 20 of 21 of the EXPENDITURE PLAN for the PROJECT.
- Q. STRATEGIC PLAN shall mean the long-range Strategic Plan adopted by the TRANSPORTATION AUTHORITY Board in place at the time of the allocation, which updates assumptions about level and availability of Proposition K revenues and sets policy on Proposition K expenditures, project budgets, cost eligibility, and expected cash flows.

## II. GENERAL CONDITIONS

### A. Cost Eligibility

Cost eligibility shall be determined by the TRANSPORTATION AUTHORITY'S Strategic Plan policies. All costs incurred by RECIPIENT prior to the DATE OF EXECUTION of this AGREEMENT shall be ineligible for reimbursement by the TRANSPORTATION AUTHORITY, except as follows:

1. Where the TRANSPORTATION AUTHORITY has previously approved the scope of a project and that scope has incurred increased costs; and
2. Capital costs of a multi-year project to which the TRANSPORTATION AUTHORITY has made a formal commitment in a resolution for out-year costs, although the funds have not been allocated.

While these costs shall be eligible for reimbursement in the situations cited above, the timing and amount of reimbursement will be subject to a TRANSPORTATION AUTHORITY allocation, based on available revenues, other anticipated project requests, and project category and subcategory limits established in the EXPENDITURE PLAN. Travel costs shall not exceed the per diem rates and allowances established by the U.S. General Services Administration when traveling within the United States, and U.S. Department of State when traveling outside the United States and applicable at the time of the travel. All costs incurred by RECIPIENT after the FUND EXPIRATION DATE shall be ineligible for reimbursement by the TRANSPORTATION AUTHORITY. Any waiver of cost eligibility policies must be included in the Proposition K Sales Tax Program Allocation Request Form as approved by the TRANSPORTATION AUTHORITY.

### B. Non-Substitution of Funds

In accordance with Sections 131000 et seq. of the California Public Utilities Code under which the TRANSPORTATION AUTHORITY was created, a GRANT awarded to the RECIPIENT is intended to supplement existing local revenues being used for public transportation purposes and shall not replace funds previously provided by property tax revenues for public transportation purposes.

Any GRANT determined by the TRANSPORTATION AUTHORITY to replace existing local revenues shall be refunded by the RECIPIENT to the TRANSPORTATION AUTHORITY in a manner determined by the TRANSPORTATION AUTHORITY.

### C. Compliance with Law

In the performance of its obligations pursuant to this AGREEMENT, the RECIPIENT shall keep itself fully informed of the federal, state and local laws, ordinances and regulations in any manner affecting the performance of this AGREEMENT, and shall at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

### D. Budget and Scope

The RECIPIENT shall maintain a PROJECT budget. The RECIPIENT shall carry out the PROJECT and shall incur obligations against and make disbursements of the GRANT in conformity with the TRANSPORTATION AUTHORITY'S requirements and the budget. The PROJECT budget may be revised from time to time through the submission of a revised budget to the TRANSPORTATION AUTHORITY.

The RECIPIENT may not make any changes to the scope of the PROJECT without prior written approval of the TRANSPORTATION AUTHORITY. Approval by the TRANSPORTATION AUTHORITY of a change of scope shall not constitute an increase in the GRANT amount unless additional funds are specifically provided.

E. Third Party Contract Audits

The TRANSPORTATION AUTHORITY reserves the right to audit third party contracts for any reason. If the RECIPIENT is subject to third party financial audit requirements imposed by another funding source, copies of audits performed in fulfillment of such requirements shall be provided to the TRANSPORTATION AUTHORITY. If the RECIPIENT is an agency, department or other subdivision of the City and County of San Francisco, third party contracts include those contractual agreements entered into by the RECIPIENT and any other City and County of San Francisco entity.

F. Project Management

RECIPIENT shall be responsible for the PROJECT and provide management of consultant and contractor activities for which RECIPIENT contracts, including responsibility for schedule, scope, and budget, consistent with the TRANSPORTATION AUTHORITY'S resolution allocating the GRANT unless otherwise agreed upon in writing.

G. Project Oversight

The RECIPIENT shall fully cooperate with the TRANSPORTATION AUTHORITY'S project oversight team and shall promptly provide any requested PROJECT information.

H. Attribution and Signage

RECIPIENT shall demonstrate compliance with the TRANSPORTATION AUTHORITY'S attribution and signage requirements as a mandatory condition for authorization of Proposition K reimbursement for project expenses. RECIPIENT shall submit a request for approval from the TRANSPORTATION AUTHORITY for any deviation from the specified attribution and signage described below. Exceptions may be made at the sole discretion of the TRANSPORTATION AUTHORITY.

All press releases, project fact sheets, websites, and communication materials produced about the PROJECT following receipt of the GRANT, whether the production of those materials are funded by Proposition K or not, shall include the following statement:

**This project was made possible in part by Proposition K Sales Tax dollars provided by the San Francisco County Transportation Authority.**

1. Required Format for Attribution and Acknowledgement of TRANSPORTATION AUTHORITY Funding for Construction Capital Projects.

If any portion of GRANT funds are used for a Construction Capital Project, the RECIPIENT shall, upon initiation of field work or at the earliest feasible time thereafter, install and maintain a sign at the construction site identifying Proposition K Local Transportation Sales Tax Funds and the TRANSPORTATION AUTHORITY as a funding source, in accordance with the standard format herein. For construction projects, RECIPIENT shall, within 30 days of the date of initiation of fieldwork, submit to the TRANSPORTATION AUTHORITY as a high-resolution JPEG or TIFF file, a

photograph documenting compliance with the Proposition K attribution and format requirements herein contained.

For a construction project undertaken with partial or complete funding from Proposition K for the Construction phase, RECIPIENT shall install and maintain a sign displaying the following items:

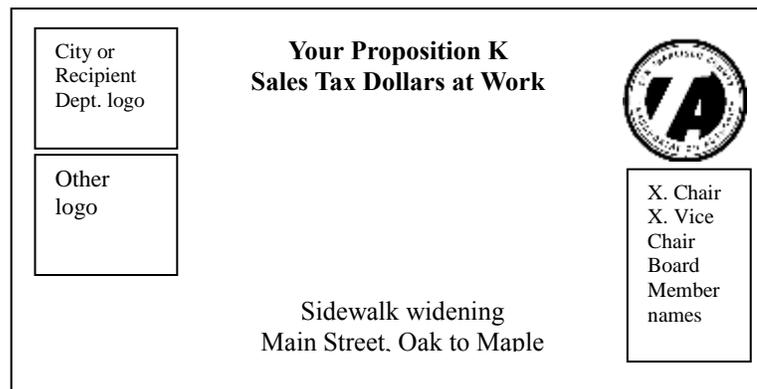
- a. The official TRANSPORTATION AUTHORITY seal, provided to RECIPIENT in digital format at the time of execution of this AGREEMENT, placed on the upper or lower right hand corner of the sign, and sized 8 inches across or at the same size as the RECIPIENT's own seal or official logo appearing on the sign, whichever is larger.
- b. The following text:

***Your Proposition K  
Sales Tax Dollars at Work***

centered horizontally across the top or across the bottom of the sign, such that the TRANSPORTATION AUTHORITY logo appears immediately to the right of the text, and displayed in 2-inch tall, or the same size as the text acknowledging RECIPIENT, if larger, Times Roman or comparable font. See example in Figure 1.

- c. A listing of current members of the TRANSPORTATION AUTHORITY Board of Commissioners, starting with Chair and Vice Chair, followed by Board members names listed in alphabetical order, centered vertically against the right margin of the sign. See Example in Figure 1.

**Figure 1**  
Example of Construction Sign



2. Required Format for Attribution and Acknowledgement of TRANSPORTATION AUTHORITY Funding for Prior Phases during the Construction phase.

For a project for which Proposition K funding was used for any prior phase (i.e., Planning/Preliminary Engineering, Environmental, Right of Way, Plans, Specifications and Estimates, and Procurement), but not for the Construction phase, RECIPIENT shall install and maintain a sign during construction displaying the following items:

- a. The official TRANSPORTATION AUTHORITY seal, placed on the upper or lower right hand corner of the sign, and sized 8 inches across or at the same size as the RECIPIENT's own seal or official logo appearing on the sign, whichever is larger.

- b. The following text:

This Project was made possible in part by Proposition K Local Transportation Sales Tax Funds.

centered horizontally across the top or across the bottom of the sign, such that the TRANSPORTATION AUTHORITY logo appears immediately to the right of the text. See example in Figure 2.

**Figure 2**

Example of Proposition K Attribution on Construction Sign

This Project was made possible in part by Proposition K  
Local Transportation Sales Tax Funds



3. Required Format for Attribution and Acknowledgement of TRANSPORTATION AUTHORITY Funding for Non-Construction Capital Projects.

For non-construction capital purchases funded by any portion of GRANT funds, RECIPIENT shall affix permanent signage identifying the TRANSPORTATION AUTHORITY and the Sales Tax Funds as a funding source according to the standard format. All capital purchases, including, but not limited to transit fleet and non-revenue fleet vehicles and maintenance vehicles, partially or entirely funded by Proposition K shall bear permanent signage as follows:

- a. For vehicles (revenue and non-revenue):

A decal or painted version of the TRANSPORTATION AUTHORITY'S official seal, 5 inches across. Non-revenue vehicles shall display the seal on either side or on the rear of the vehicle, at least 6 inches in from the perimeter of the surface where it is displayed. Transit and paratransit vehicles shall display the TRANSPORTATION AUTHORITY'S seal prominently inside the vehicle, either on the rear-facing driver privacy panel, or on a wall or ceiling graphic display panel. The seal shall be displayed including the following text, centered under the seal: *Paid for by Your Prop K Sales Tax*, in two rows, as illustrated below:



***Paid for by Your  
Prop K Sales Tax***

4. Required Format for Attribution and Acknowledgement of TRANSPORTATION AUTHORITY Funding of Studies and Reports

If any portion of GRANT funds is used for production of studies and reports, acknowledgment of the TRANSPORTATION AUTHORITY'S role shall be included in the documents. All reports prepared with funding from Proposition K shall bear the appropriate framed imprint on the back of the title page, right justified and printed in 12-point font. The Official TRANSPORTATION AUTHORITY seal, provided to RECIPIENT in digital format at the time of execution of the AGREEMENT, and sized

at 1 inch across, as shown below, shall be placed immediately to the right of the text frame bearing the attribution imprint.

- a. For reports entirely funded through Proposition K:

Preparation of this report was made possible by the San Francisco County Transportation Authority through a grant of Proposition K Local Transportation Sales Tax funds.



- b. For reports and studies partially funded through Proposition K:

Preparation of this report was made possible in part by the San Francisco County Transportation Authority through a grant of Proposition K Local Transportation Sales Tax funds.



5. Required Format for Attribution and Acknowledgement of TRANSPORTATION AUTHORITY Funding of Flyers, Brochures, Posters, Websites and Other Similar Materials.

All flyers, brochures, posters, websites and other similar materials prepared with Proposition K funding shall include the TRANSPORTATION AUTHORITY'S logo and the following statement:

This project is made possible by the San Francisco County Transportation Authority through a grant of Proposition K Local Transportation Sales Tax Funds.

The logo should be grouped with any other participating agency. The logo and attribution shall be readily visibly and distinguishable from a normal viewing distance for the item being produced. One copy of all such materials shall be delivered to the TRANSPORTATION AUTHORITY for archival purposes.

I. Environmental Compliance

The RECIPIENT shall undertake all environmental mitigation measures that may be identified as commitments in applicable documents (such as environmental assessments, environmental impact statements, findings and reports, and memoranda of agreement), and comply with any conditions and mitigation required or imposed as a part of a finding of no significant impact or a record of decision. All such mitigation measures are incorporated in this AGREEMENT by reference. Approval of this GRANT does not constitute approval of the PROJECT for California Environmental Quality Act (CEQA) purposes.

The following is applicable when RECIPIENT is the San Francisco Municipal Transportation Agency:

Prior to approval of the PROJECT for construction, the San Francisco Municipal Transportation Agency will conduct review under the CEQA. The San Francisco Municipal Transportation Agency shall not proceed with the approval of the PROJECT for construction until there has

been complete compliance with CEQA. Prior to billing for any construction funds, if requested by the TRANSPORTATION AUTHORITY, the San Francisco Municipal Transportation Agency will provide the TRANSPORTATION AUTHORITY with documentation confirming that CEQA review has been completed.

### III. FINANCES

#### A. Documentation of Project Costs

All costs charged to the PROJECT, including any approved FORCE ACCOUNT services performed by the RECIPIENT, shall be supported by properly prepared and documented time records, invoices, or vouchers evidencing in detail the nature and propriety of the charges and the basis for the percentage charged to the TRANSPORTATION AUTHORITY.

#### B. Records

All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, and other accounting documents pertaining in whole or in part to the PROJECT shall be maintained by the RECIPIENT for a period of five (5) years after the later of PROJECT closeout or termination of GRANT. Such PROJECT documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the PROJECT.

#### C. Reimbursements

Payment shall be made to the RECIPIENT for costs reimbursable under the terms of this AGREEMENT and incurred prior to the termination date of this AGREEMENT. Payment to RECIPIENT of the GRANT shall be upon written approval by the TRANSPORTATION AUTHORITY, upon submittal by the RECIPIENT of appropriate support documentation and identification of expenses incurred. Reimbursement shall be made on a quarterly basis. The TRANSPORTATION AUTHORITY, in consultation with the RECIPIENT, may provide an alternate reimbursement schedule or quarterly calendar to the RECIPIENT. However, RECIPIENT shall submit fourth (4<sup>th</sup>) quarter reimbursement requests or an expenditure accrual schedule in time to meet the TRANSPORTATION AUTHORITY'S Fiscal Year closing process. Except for the GRANT closeout or end of FISCAL YEAR billing, the minimum reimbursement request amount shall be \$5,000. In the case of GRANT closeout, the TRANSPORTATION AUTHORITY reserves the right to retain up to \$5,000 or 10% of the GRANT amount, whichever is less, until all project requirements, including special conditions and deliverables, have been met, and closeout documentation, including proof of attribution and project completion, have been submitted and accepted.

Reimbursements shall not exceed the schedule shown in the PROPOSITION K REQUEST TABLE. RECIPIENT may make a request for exceptions in writing. Exceptions may be made at the sole discretion of the TRANSPORTATION AUTHORITY.

#### D. Interest Expense

1. RECIPIENT acknowledges that the TRANSPORTATION AUTHORITY may have to issue debt to honor reimbursement requests, including, but not limited to, the planned reimbursement requests shown in the current PROPOSITION K REQUEST TABLE. If, as of the date of a reimbursement, the sum of the reimbursements for an Expenditure Plan line item exceeds such Expenditure Plan line item's cumulative pro-rata shares of Proposition K revenues as such revenues and pro-rations are shown in the current adopted

Proposition K Strategic Plan, and the TRANSPORTATION AUTHORITY issues debt to satisfy its reimbursement obligations to RECIPIENT or any other recipient of Proposition K revenues, then such Expenditure Plan line item shall be responsible for and allocated its pro-rata share of the costs and expenses of such debt, including all interest expense, fees, and other costs of issuance (collectively, "Debt Expenses"). Actual Debt Expenses shall be reported at the end of the FISCAL YEAR in which the reimbursement occurs, and such Debt Expenses will be charged against applicable Expenditure Plan line item reimbursement limits.

2. The TRANSPORTATION AUTHORITY may request updated PROPOSITION K REQUEST TABLES, and RECIPIENT shall respond to any such request within ten (10) business days. Changes in the PROPOSITION K REQUEST TABLE require approval by the TRANSPORTATION AUTHORITY. The most recently approved PROPOSITION K REQUEST TABLE will be the basis for determining Debt Expenses and reimbursement request limits.
3. Notwithstanding anything to the contrary within this Section III.D., in the event that the TRANSPORTATION AUTHORITY specifically issues debt on behalf of RECIPIENT's specific project, any Debt Expenses related to such debt will be directly allocated and charged against the applicable Expenditure Plan line item and not pro-rated as set forth in Section III.D.1.
4. Notwithstanding anything to the contrary within this Section III.D.1, in the event that this GRANT funds one of the four projects grandfathered from the Prop B Expenditure Plan, no finance costs will be assigned to the project. These four projects are the Third Street Light Rail Project, the New Central Subway Project, the Illinois Street Bridge Project and the Bernal Heights Project.

E. Proportional Expenditure of GRANT

If this GRANT leverages non-Prop K funds, the RECIPIENT shall not expend this GRANT at a rate greater than the percentage Proposition K fund share as listed in the Proposition K Sales Tax Program Allocation Request Form unless written approval by the TRANSPORTATION AUTHORITY is obtained to allow GRANT expenditure for a different percentage.

F. Proceeds from Sale of Equipment or Vehicles Purchased with GRANT

If RECIPIENT uses any portion of the GRANT to purchase equipment or vehicles, and later sells the equipment or vehicles, RECIPIENT shall return to the TRANSPORTATION AUTHORITY a portion of the proceeds from the sale of such assets. RECIPIENT shall return to the TRANSPORTATION AUTHORITY that proportion of the net sales proceeds that is equal to the percentage of the original purchase price that consisted of GRANT funds. The TRANSPORTATION AUTHORITY will program any returned funds in accordance with Strategic Plan policies.

G. Return of Project Cost Savings

If the actual costs of the PROJECT are less than the amount budgeted or the amount advanced by the TRANSPORTATION AUTHORITY, RECIPIENT shall return to the TRANSPORTATION AUTHORITY that proportion of the project cost savings that is equal to the percentage of the original project budget that consisted of Prop K grant funds. The

TRANSPORTATION AUTHORITY will program any returned funds in accordance with Strategic Plan policies.

#### IV. REPORTING

##### A. Progress Reports

As a condition for reimbursement, RECIPIENT shall submit quarterly progress reports through the TRANSPORTATION AUTHORITY'S online grants portal. RECIPIENT must submit a progress report for each grant regardless of progress made during the reporting period. The TRANSPORTATION AUTHORITY may, at its discretion, allow sponsors to submit one quarterly progress report covering multiple Proposition K grants for the same project.

RECIPIENT shall submit progress reports no later than April 15, July 15, October 15, and January 15. The TRANSPORTATION AUTHORITY in consultation with RECIPIENT may agree to an alternate reporting schedule for the RECIPIENT.

Progress reports shall address the current scope, schedule, cost and status of the project as listed in the Allocation Request Form or as listed in approved amendments; percent complete of the project's scope; and verification of compliance with the TRANSPORTATION AUTHORITY'S signage and attribution requirements.

##### B. Annual Reports

RECIPIENT shall submit no later than December 15 of each year a project update for potential inclusion in the TRANSPORTATION AUTHORITY Annual Report, in a format to be provided by the TRANSPORTATION AUTHORITY. This update shall include at least the following information: project sponsor, project contact, project description, project status including percent complete, expenditures, including SBE, DBE and LBE PROGRAM utilization to date and project goals, LOCAL HIRING PROGRAM utilization to date, and photos and other presentation quality materials. RECIPIENT shall limit this presentation to one page for all items except photos and one page for multiple photos. TRANSPORTATION AUTHORITY reserves the right to request hard copies of these reports.

#### V. AUDITS AND CLOSEOUT PROCEDURES

##### A. Ongoing

The TRANSPORTATION AUTHORITY reserves the right at any time to conduct or require a financial or performance audit of the RECIPIENT'S compliance with this AGREEMENT. The TRANSPORTATION AUTHORITY will give advance notice of the requirement. The RECIPIENT shall permit the TRANSPORTATION AUTHORITY, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the PROJECT, and to audit the books, records, and accounts of the RECIPIENT and its contractors with regard to the PROJECT.

##### B. Closeout

PROJECT closeout occurs either when the TRANSPORTATION AUTHORITY notifies the RECIPIENT through the online grants portal, or when the RECIPIENT'S remittance of the proper refund has been acknowledged by the TRANSPORTATION AUTHORITY. Within ninety (90) days of the PROJECT completion date or termination by the TRANSPORTATION

AUTHORITY, whichever comes first the RECIPIENT shall submit a certified financial statement identifying all excess funds or ineligible expenditures, which the RECIPIENT shall be required to refund, as well as third party audit reports, as applicable, or provide a schedule and justification for an alternate closeout date. PROJECT closeout shall not terminate any continuing obligations imposed on the RECIPIENT by this AGREEMENT. For multi-year AGREEMENTS, the TRANSPORTATION AUTHORITY may request closeout of a portion of a PROJECT as it is completed. Final reimbursement will be in accordance with TRANSPORTATION AUTHORITY policies and procedures.

RECIPIENT shall provide to the TRANSPORTATION AUTHORITY the following information at project closeout

1. Final Expenditure Report

This report shall consist of the total expenditures by funding source for the approved scope of work. The RECIPIENT shall provide supporting documentation for expenditures and revenues from its accounting and financial management system.

RECIPIENT shall certify that the amounts sought are only for project elements included in the Proposition K Sales Tax Program Allocation Request Form.

2. SBE, DBE, LBE and LOCAL HIRING PROGRAMS Utilization Report

This report shall include a breakdown of work performed by RECIPIENT forces and the work that has been contracted out, including a breakdown of work contracted out to SBE, DBE, LBE and/or local residents, which includes the contract and project goals and utilization to date in terms of percents and dollar amounts as applicable.

3. Final Project Update

The RECIPIENT shall provide a final project update in the format that is specified for the TRANSPORTATION AUTHORITY'S Annual Report in Section IV. A. of this AGREEMENT.

These project closeout documents shall be submitted under the signature of staff authorized to execute the AGREEMENT.

Release of the final reimbursement request or allocation of additional grants shall be subject to fulfillment of required closeout materials. The TRANSPORTATION AUTHORITY reserves the right to retain up to \$5,000 or 10% of the GRANT, whichever is less, until all closeout documentation, including proof of attribution and project completion, have been submitted and accepted.

C. Rescission of Authorization of Funds

The TRANSPORTATION AUTHORITY reserves the right to rescind its authorization of unneeded GRANT funds prior to, or at the time of, PROJECT closeout. Funds are determined to be unneeded if they are uncommitted at time of project closeout.

D. Repayment of Ineligible Costs

The TRANSPORTATION AUTHORITY reserves the right to offset RECIPIENT payback of ineligible costs against future GRANT approvals for this PROJECT or other projects in the

EXPENDITURE PLAN for which RECIPIENT is the SPONSORING AGENCY.

## VI. LIABILITY

### A. Indemnification

RECIPIENT agrees to defend, indemnify and hold harmless the TRANSPORTATION AUTHORITY, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of RECIPIENT in connection with this AGREEMENT, except those arising by reason of the sole negligence of the TRANSPORTATION AUTHORITY, its officers, employees and agents.

TRANSPORTATION AUTHORITY agrees to defend, indemnify and hold harmless the RECIPIENT, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of TRANSPORTATION AUTHORITY in its obligations under this AGREEMENT, except those arising by reason of the sole negligence of the RECIPIENT, its officers, employees and agents.

In the event of concurrent negligence of RECIPIENT and TRANSPORTATION AUTHORITY, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

## VII. DEFAULT

### A. Termination for Cause

The RECIPIENT agrees that, upon ten (10) working days written notice, the TRANSPORTATION AUTHORITY may suspend or terminate all or part of the financial assistance provided herein for failure to correct a breach of this AGREEMENT. Any failure to make reasonable progress, inconsistency with the EXPENDITURE PLAN or Proposition K Sales Tax Program Allocation Request Form, unauthorized use of GRANT funds as specified in this AGREEMENT, or other violation of the AGREEMENT that significantly endangers substantial performance of the PROJECT shall be deemed to be a breach of this AGREEMENT and cause for termination.

### B. Correction of Breach

With respect to any breach, which is reasonably capable of being cured, the RECIPIENT shall have thirty (30) days from the date of notice of breach to initiate steps to cure. If the RECIPIENT diligently pursues cure, such RECIPIENT shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted in writing by the TRANSPORTATION AUTHORITY.

### C. Obligations

In general, termination of financial assistance under this AGREEMENT will not invalidate obligations properly incurred by the RECIPIENT before the termination date, to the extent those obligations cannot be canceled.

## VIII. INTEGRATION

This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the

parties except as expressly set forth herein, or in other contemporaneous written agreements.

IX. AMENDMENT

Except as otherwise provided herein, this AGREEMENT may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

X. INDEPENDENT AGENCY

RECIPIENT performs the terms and conditions of this AGREEMENT as an entity independent of the TRANSPORTATION AUTHORITY. None of the RECIPIENT'S agents or employees shall be agents or employees of the TRANSPORTATION AUTHORITY.

XI. ASSIGNMENT

The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

XII. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES

This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of the TRANSPORTATION AUTHORITY or the RECIPIENT as may be the case. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

XIII. EXPENSES

Each party shall be solely responsible for and shall bear all of its own respective legal expenses in connection with any dispute arising out of this AGREEMENT and the transactions hereby contemplated. RECIPIENT may not use GRANT funds, or other TRANSPORTATION AUTHORITY programmed funds for the aforementioned purpose.

XIV. SEVERABILITY

Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

Attachment: Proposition K Sales Tax Program Allocation Request Form, attached and incorporated by this reference.

San Francisco County Transportation Authority  
Prop K/Prop AA Allocation Request Form

FY of Allocation Action: 2016/17

Project Name: 67 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coaches

Grant Recipient: San Francisco Municipal Transportation Agency - MUNI

EXPENDITURE PLAN INFORMATION

Prop K EP category: Vehicles-Transit vehicle replacement and renovation: (EP-17)

Prop K EP Line Number (Primary): 17 Current Prop K Request: \$ 30,096,835

Prop K Other EP Line Numbers: \_\_\_\_\_

Prop AA Category: \_\_\_\_\_

Current Prop AA Request: \$ -

Supervisory District(s): Citywide

REQUEST

Brief Project Description (type below)

Procurement of 67 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coaches to replace buses that have reached the end of their useful lives.

Detailed Scope, Project Benefits and Community Outreach (type below)

See attached.

Project Location (type below)

Citywide

Project Phase (select dropdown below)

Construction (CON)

Map or Drawings Attached?  Yes

Other Items Attached?  Yes

5YPP/STRATEGIC PLAN INFORMATION

Type of Project in the Prop K  
5YPP/Prop AA Strategic Plan? New Project

Please describe and justify the necessary amendment:

This request includes a Vehicles-Muni 5YPP amendment to program \$30,096,835 to the subject project in FY2016/17 and reduce the funds programmed to the Replace 100 ETI 40' Trolley Coaches (2015/16) project by an equal amount. The next tranche of trolley coach procurements will not begin until FY2017/18. With this 5YPP amendment there will be \$70,025,216 available for allocation to trolley coach procurement in FY2017/18.

## 67 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coaches

### Request

The San Francisco Municipal Transportation Agency (SFMTA) is requesting a Prop K allocation of \$30,097,000 to help fund the last 2 years of Option 2 in its motor coach procurement contract with New Flyer. This request would fulfill the commitment made pursuant to the previous Prop K allocation (Resolution 16-40, February 23, 2016) toward the New Flyer contract. In 2016 the Transportation Authority, Metropolitan Transportation Commission (MTC) and SFMTA agreed that a two-part funding action of \$47.9 million and \$30 million was feasible given anticipated actions by MTC to program future Transit Capital Priority funds for the project.

The first set of funding actions secured \$137.5 million in Prop K, regional and federal funds. The requested funds are part of the second set of funding actions that will secure the remaining \$146.6 million (in Prop K and federal funds) of the \$284 million needed to replace a total of 265 motor coaches (152 40-foot and 113 60-foot).

### Background

The SFMTA's rubber tire fleet presently includes 56 standard Orion diesel hybrid buses, 138 standard and 124 articulated Neoplan diesel buses, and 24 inactive articulated New Flyer diesel buses. These buses have reached or will be reaching their expected useful lives of 12 years over the next five years. In addition to replacing these vehicles, the SFMTA will need to procure additional buses to meet future service demand projections for the rubber tire fleet, including Van Ness BRT, resulting in a net increase of six buses for the standard fleet and 76 buses for the articulated fleet over the duration of this contract.

The SFMTA issued an RFP on January 31, 2014, for procurement of 30-foot, 40-foot and 60-foot articulated low floor diesel hybrid buses. New Flyer submitted the only proposal in response to the RFP.

On December 2, 2014, the SFMTA Board of Directors approved a contract with New Flyer to purchase 61 articulated low floor diesel hybrid buses for the base order, including related tools, training and spare parts, for an amount not to exceed \$68,257,536 and a term of six years. The contract also included periodic options over the six-year term of the Agreement to purchase up to 200 additional standard buses and up to 163 additional articulated buses. Therefore, under this Agreement, the SFMTA set the stage to purchase 424 coaches (see below table).

<b>Table 1: New Flyer Contract</b>	<b>(Standard)</b>			<b>(Articulated)</b>		
Contract Base:	0	40-ft buses	and	61	60-ft buses	
2015 (Contract Amendment 1):	48	40-ft buses	and	50	60-ft buses	(Option 1)
2016 (Contract Modification 2):	41	40-ft buses	and	48	60-ft buses	(Option 2)
2017 (Contract Modification 2):	30	40-ft buses	and	0	60-ft buses	(Option 2)
2018 (Contract Modification 2):	36	40-ft buses	and	35	60-ft buses	(Option 2)
2019 (Contract Modification 2):	45	40-ft buses	and	30	60-ft buses	(Option 2)
<b>Total:</b>	<b>200</b>	<b>40-ft buses</b>	<b>and</b>	<b>224</b>	<b>60-ft buses</b>	<b>424 total buses</b>

On December 23, 2014, the Board of Supervisors adopted a resolution approving the Agreement.

On June 29, 2015, the SFMTA issued Contract Amendment No. 1 to exercise the 2015 contract option to purchase 48 standard buses and 50 articulated buses, and associated spare parts, training, manuals, and special tools, leaving 265 vehicles under the remaining options. Executing the remaining options will ensure a consistent and expedited production schedule from New Flyer, allowing the Agency to replace all 40- and 60-ft motor coaches by early 2018 and ensuring the SFMTA's ability to meet future service expansion needs..

On December 1, 2015, the SFMTA received approval from its Board of Directors to seek approval from the Board of Supervisors to combine and exercise the remaining contract options as Option 2, subject to availability of funding, thereby purchasing 265 vehicles, including 152 standard buses and 113 articulated buses. As of February 2016 the SFMTA had secured \$137.5 million in local, regional and federal funds. In September 2016 SFMTA notified New Flyer to proceed with the manufacture of the remaining 265 vehicles, including 152 40-foot buses and 113 60-foot buses. MTC approval of an additional \$116.5 million in Transit Capital Priorities funds is expected on February 22, 2017, with Caltrans approval expected in mid-March, 2017 and final federal approval

## 67 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coaches

expected in mid-April, 2017. In addition to the pending request, three Prop K allocations have already been approved toward the New Flyer motor coach contract as shown in Table 2:

**Table 2: Prop K allocations**

	# of Buses		Total Cost	Prop K match	Resolution Date
	40-ft	60-ft			
Contract Base:	0	61	\$ 78,688,113	\$ 12,352,094	6/23/2015
Contract Amendment 1	48	50	\$ 111,252,323	\$ 33,405,243	6/23/2015
Contract Modification 2	85	63	\$ 137,500,000	\$ 47,869,003	2/23/2016
Contract Modification 2 *	67	50	\$ 146,614,000	\$ 30,097,000	Anticipated 3/28/2017
<b>424 total buses:</b>	200	224	\$ 474,054,436	\$ 123,723,340	

\* Subject request

A portion (\$21 million) of the total budget, including a proportional amount of the subject request, will provide additional funding for the previous tranche of 85 40-foot and 63 60-foot motor coaches.

### Current Status

The overall schedule is developed based on the forecast of having an average of 3-5 vehicles delivered per week. All Base Contract and Contract Amendment 1 vehicles have been delivered and are in revenue service. Currently, about 22 40-foot and 22 60-foot articulated hybrid coaches have been delivered under Contract Modification #2 and put into daily revenue service. Under the initial allocation of \$47.9 million in Prop K funding, the SFMTA expects that all 148 buses of that request will be delivered by December 2017 and all related scope elements (spare parts, tools, warranty support) will be complete by December 2022.

### Benefits

The vehicles that the SFMTA has received have delivered an immediate benefit to its customers:

- Improved customer experience: The new vehicles are cleaner, quieter, more spacious and easier for people with disabilities to use. They also represent a dramatic improvement in service reliability.
- Less maintenance: The new 60-ft. hybrids have reached over 13,000 miles between breakdowns, compared to 7,800 miles between failures on the aging Neoplan 60-ft. coaches.
- Improved environmental impact: The new buses are diesel hybrid, which produce less noise, have better fuel economy, demonstrate increased performance and produce significantly less NOx (Nitrogen Oxides and PM (Particulate Matter) emissions than the diesel motor coaches that they replaced.

Exercising all remaining options at this time has the following benefits:

- Cost Savings:
  - Expediting the bus delivery schedule will result in vehicle cost savings due to Producer Price Index adjustment (approximately 2% each year) and potential regulatory changes affecting the future propulsion system.
  - Operational cost savings: A hybrid coach uses about 5 mpg in fuel verses a straight diesel coach, which uses 3 mpg. With average annual mileage of 36,000 miles, the annual cost savings of accelerating the replacement of a straight diesel coach with a hybrid coach is about \$12,000 per coach.
- Maintain consistent bus build quality: Expediting the bus delivery schedule will maintain continuous bus build without the re-tooling and re-training of the production workers due to gaps in the production schedule.

**San Francisco County Transportation Authority  
Prop K/Prop AA Allocation Request Form**

**Project Name:** 67 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coaches

**ENVIRONMENTAL CLEARANCE**

**Environmental Type:** Categorically Exempt

**PROJECT DELIVERY MILESTONES**

Enter dates below for ALL project phases, not just for the current request, based on the best information available. For PLANNING requests, please only enter the schedule information for the PLANNING phase.

Phase	Start		End	
	Quarter	Calendar Year	Quarter	Calendar Year
Planning/Conceptual Engineering (PLAN)				
Environmental Studies (PA&ED)				
Right-of-Way				
Design Engineering (PS&E)				
Advertise Construction				
Start Construction (e.g. Award Contract)	Oct-Dec	2014		
Operations (i.e., paratransit)				
Open for Use			Jul-Sep	2018
Project Completion (means last eligible expenditure)			Jul-Sep	2023

**SCHEDULE DETAILS**

Provide dates for any COMMUNITY OUTREACH planned during the requested phase(s). Identify PROJECT COORDINATION with other projects in the area (e.g. paving, MUNI Forward) and relevant milestone dates (e.g. design needs to be done by DATE to meet paving schedule). List any timely use-of-funds deadlines (e.g. federal obligation deadline). If a project is comprised of MULTIPLE SUB-PROJECTS, provide milestones for each sub-project. For PLANNING EFFORTS, provide start/end dates for each task.

The overall project schedule is currently:

<b>Milestone</b>	<b>Date</b>
RFP/IFB Out for Bid:	1/31/14
Contract Awarded:	12/31/14
First Vehicle Delivered:	4/16/15
Option 1 exercised	6/29/15
Option 2 exercised:	9/15/16
All Option 2 Vehicles Delivered (265 vehicles including 117 in the subject scope):	7/31/18
Contract Complete (including warranty):	7/31/23

**San Francisco County Transportation Authority  
Prop K/Prop AA Allocation Request Form**

**Project Name:** 67 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coaches

**FUNDING PLAN - FOR CURRENT REQUEST**

Enter the funding plan for the phase(s) that are the subject of the CURRENT REQUEST. Totals should match those shown in the Cost Summary below.

Fund Source	Planned	Programmed	Allocated	Total
Prop K	\$ 30,097,000	\$ -		\$ 30,097,000
Prop AA	\$ -	\$ -	\$ -	\$ -
Federal (FTA Transit Capital Priorities program)	\$ -	\$ 116,517,000	\$ -	\$ 116,517,000
	\$ -	\$ -	\$ -	\$ -
<b>Total:</b>	<b>\$ 30,097,000</b>	<b>\$ 116,517,000</b>	<b>\$ -</b>	<b>\$ 146,614,000</b>

**FUNDING PLAN - FOR ENTIRE PROJECT (ALL PHASES)**

Enter the funding plan for all phases (planning through construction) of the project. This section may be left blank if the current request covers all project phases. Totals should match those shown in the Cost Summary below.

Fund Source	Planned	Programmed	Allocated	Total
Prop K	\$ 30,097,000	\$ -	\$ 93,626,000	\$ 123,723,000
Prop AA	\$ -	\$ -	\$ -	\$ -
All other sources	\$ -	\$ 164,179,000	\$ 186,350,000	\$ 350,529,000
	\$ -	\$ -	\$ -	\$ -
See attached Funding Plan for funding amounts from all sources.				-
	\$ -	\$ -	\$ -	\$ -
<b>Total:</b>	<b>\$ 30,097,000</b>	<b>\$ 164,179,000</b>	<b>\$ 279,976,000</b>	<b>\$ 474,252,000</b>

26%

74%

**San Francisco County Transportation Authority  
Prop K/Prop AA Allocation Request Form**

**COST SUMMARY**

Show total cost for ALL project phases (in year of expenditure dollars) based on best available information. Source of cost estimate (e.g. 35% design, vendor quote) is intended to help gauge the quality of the cost estimate, which should improve in reliability the farther along a project is in its development.

Phase	Total Cost	Prop K - Current Request	Prop AA - Current Request	Source of Cost Estimate
Planning/Conceptual Engineering (PLAN)	\$ -	\$ -		
Environmental Studies (PA&ED)	\$ -	\$ -		
Right-of-Way	\$ -	\$ -		
Design Engineering (PS&E)	\$ -	\$ -	\$ -	
Construction (CON)	\$ 146,614,000	\$ 30,096,835	\$ -	
Operations (Paratransit)	\$ -	\$ -		
<b>Total:</b>	<b>\$ 146,614,000</b>	<b>\$ 30,096,835</b>	<b>\$ -</b>	

% Complete of Design:  as of   
 Expected Useful Life:  Years

**PROPOSED REIMBURSEMENT SCHEDULE FOR CURRENT REQUEST** (instructions as noted below)

Use the table below to enter the proposed reimbursement schedule for the current request. Prop K and Prop AA policy assume these funds will not be reimbursed at a rate greater than their proportional share of the funding plan for the relevant phase unless justification is provided for a more aggressive reimbursement rate. If the current request is for multiple phases, please provide separate reimbursement schedules by phase. If the proposed schedule exceeds the years available, please attach a file with the requested information.

Fund Source	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Total
Prop K	\$ -	\$ 30,096,835	\$ -	\$ -	\$ -	\$ 30,096,835
Prop AA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**San Francisco County Transportation Authority  
Prop K/Prop AA Allocation Request Form**

<b>SFMTA Bus Option Proposed Funding Plan</b>			
\$ Millions			
<b>Funding Source</b>	<b>Base Contract + Amendment 1</b>	<b>Contract Modification #2</b>	<b>Total</b>
<b>Prior Year Programming</b>			
Federal Transit Capital Priority (TCP) Funds	69.480		69.480
SFCTA Prop K (SGAs 117-910058 & 117-910059)	45.757		45.757
Prop B (General Fund Set Aside)	17.768		17.768
State I-Bonds	3.055		3.055
FTA Ladders of Opportunity	8.995		8.995
FY2015-16 TCP Funds	45.083	10.047	55.130
Core Capacity AB 664 Bridge Tolls		8.211	8.211
Core Capacity AB 664 from LRVs		5.500	5.500
Remaining Core Capacity AB 664		8.211	8.211
Reprogrammed FY2012-13 TCP Funds		10.000	10.000
SFCTA Prop K (SGAs 117-910061 & 117-910062)		47.869	47.869
<b>Subtotal Prior Year</b>	<b>190.138</b>	<b>89.838</b>	<b>279.976</b>
<b>Funds Pending Allocation</b>			
FY2016-17 to FY2019-20 TCP Funds		164.179	164.179
<b>Current Request</b>			
SFCTA Prop K		30.097	30.097
<b>Grand Total</b>	<b>190.138</b>	<b>284.114</b>	<b>474.252</b>

**San Francisco County Transportation Authority  
Prop K/Prop AA Allocation Request Form**

**Project Name:** 67 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coach

**MAJOR LINE ITEM BUDGET**

**PROJECT BUDGET - PROCUREMENT**

**SUMMARY**

<b>PROCUREMENT</b>	<b>Provided by</b>	<b>Amount</b>	<b>% of Contract</b>	<b>Labor Detail (See next page)</b>
Vehicle (67 40-ft buses and 50 60-ft buses)	Vendor	\$126,239,018		
Sale Tax (8.75%)		\$11,045,914	8.75%	
Consultant Support	Consultant	\$1,270,271	1.01%	
Engineering & Project Management	SFMTA	\$2,832,137	2.24%	<a href="#">1.</a>
Maintenance Support	SFMTA	\$4,068,004	3.22%	<a href="#">2.</a>
Operations Support	SFMTA	\$242,481	0.19%	<a href="#">3.</a>
Warranty Support	SFMTA	\$696,096	0.55%	<a href="#">4.</a>
Legal Fees (2 hrs @ \$250/hr)	City Attorney	\$500	0.00%	
Other Direct Cost ( Travel & Per Diem)	SFMTA	\$218,783	0.17%	<a href="#">6.</a>
<b>Total Amendment No. 2:</b>		<b>\$146,613,205</b>		
	Rounded to:	<b>\$146,614,000</b>		
	Prop K share:	30,096,835		
	TCP share:	116,517,165		

**San Francisco County Transportation Authority  
Prop K/Prop AA Allocation Request Form**

**SFMTA LABOR DETAILS**

**Procurement Phase for Contract Amendment No. 2 (152 40-ft. & 113 60-ft.)**

<b>1. Engineering &amp; Project Management</b>	No. of FTEs	Total No. of Hours	Fully Burdened Cost/Hour	Total Cost
Program Manager (5211)	1	1,367	\$280	\$383,088
Resident Engineer (5241)	1	2,735	\$244	\$667,586
Lead Engineer (5207)	1	2,735	\$213	\$582,035
Fleet Engineer (5203)	1	2,735	\$186	\$507,698
Administrative Support (1824)	1	1,367	\$215	\$293,536
Administrative Support (1822)	1	1,367	\$163	\$223,368
Administrative Support (1820)	1	1,367	\$128	\$174,826
		<b>13,673</b>		<b>\$2,832,137</b>

**2. Maintenance Support**

Auto Transit Shop Supv (7228)	1	684	\$217	\$148,722
Auto Mech Assist Sup (7249)	1	2,735	\$199	\$543,417
Automotive Mechanic (7381)	8	2,735	\$154	\$3,375,865
				<b>\$4,068,004</b>

**3. Operations Support**

Transit Manager (9141)	1	273	\$222	\$60,611
Transit Supervisor (9139)	1	273	\$171	\$46,724
Transit Operator (9163)	4	273	\$124	\$135,146
		<b>819</b>		<b>\$242,481</b>

**4. Warranty Support for Remaining Options**

**2 Year Warranty**

Resident Engineer (5241)	1	538	\$244	\$131,286
Lead Engineer (5207)	1	538	\$213	\$114,461
Auto Mech Assist Sup (7249)	1	538	\$199	\$106,867
Automotive Mechanic (7381)	1	538	\$154	\$82,986
		<b>2,151</b>		

**Extended Warranty**

Resident Engineer (5241)	1	319	\$244	\$77,908
Lead Engineer (5207)	1	323	\$213	\$68,677
Auto Mech Assist Sup (7249)	1	323	\$199	\$64,120
Automotive Mechanic (7381)	1	323	\$154	\$49,792
<b>Total Warranty Costs</b>		<b>1,287</b>		<b>\$696,096</b>

**Total for remaining option: \$7,838,719**

**6. Other Direct Costs:**

**Inspector's Travel (2 Person Team)**

Hotel	\$1,100	64 person days	\$75,207
Per Diem	\$550	64 person days	\$37,603
Travel	\$1,000	64 person days	\$68,370
Car Rental	\$550	64 person days	\$37,603
	<b>\$3,200</b>		<b>\$218,783</b>



**San Francisco County Transportation Authority  
Prop K/Prop AA Allocation Request Form**

**TRANSPORTATION AUTHORITY RECOMMENDATION**

**This section is to be completed by Transportation Authority Staff.**

**Last Updated:** 4/26/2017      **Res. No.:** \_\_\_\_\_      **Res. Date:** \_\_\_\_\_

**Project Name:** 67 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coaches

**Grant Recipient:** San Francisco Municipal Transportation Agency - MUNI

**Special Conditions:**

1. The recommendation is contingent on a Vehicle-Muni 5YPP amendment to re-program \$30,096,835 from the Replace 100 ETI 40' Trolley Coaches (2015/16) project to the subject project. See attached 5YPP amendment for details.
2. The recommendation is contingent upon approval by the Metropolitan Transportation Commission, anticipated February 22, 2017, to program \$164.179 million in FY2016/17 to FY2019/20 Transit Capital Priorities funds to the subject project. [Update: On March 22, 2017, the MTC approved the programming of \$97 million in FY 16/17 and FY 17/18 Transit Capital Priorities funds to the subject project. This amount was less than anticipated given that MTC did not approve a multi-year program. Therefore, we are putting \$16.85 million in Prop K funds on reserve pending approval by the MTC, anticipated in spring 2018, to program \$67.179 million in TCP funds to the subject project.]
3. The recommendation is contingent upon a commitment by the SFMTA to maintain the 424 new motor coaches in a state of good repair, including a mid-life overhaul program to allow them to meet or exceed expectations for their useful lives per FTA guidelines.
4. The Transportation Authority will only reimburse SFMTA up to the approved overhead multiplier rate for the fiscal year that SFMTA incurs charges.

**Notes:**

1. The recommended allocation fulfills the commitment to allocate \$30,097,000 in Prop K funds upon availability of FTA Transit Capital Priorities or other funds for certification of the remaining options in the New Flyer contract.
2. Prop K funds from the New and Renovated Vehicles - Muni Expenditure Plan category will cover expenses for replacement vehicles only.
3. SFMTA should close out the procurement sub-project on completion of procurement-related work. Warranty work may continue under the sub-project designated for that purpose.

**San Francisco County Transportation Authority  
Prop K/Prop AA Allocation Request Form**

**TRANSPORTATION AUTHORITY RECOMMENDATION**

**This section is to be completed by Transportation Authority Staff.**

**Last Updated:** 4/26/2017      **Res. No:** \_\_\_\_\_      **Res. Date:** \_\_\_\_\_

**Project Name:** 67 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coaches

**Grant Recipient:** San Francisco Municipal Transportation Agency - MUNI

Metric	Prop K	Prop AA
Actual Leveraging - Current Request	79.47%	No Prop AA
Actual Leveraging - This Project	73.91%	No Prop AA

**SFCTA Project Reviewer:** P&PD

**SGA PROJECT NUMBER**

**Sponsor:** San Francisco Municipal Transportation Agency - MUNI

**SGA Project Number:** 117-910067      **Name:** 67 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coaches

**Phase:** Construction (CON)      **Fund Share:** 20.15%

**Cash Flow Distribution Schedule by Fiscal Year**

Fund Source	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21+	Total
Prop K		\$12,550,152				<b>\$12,550,152</b>

**Sponsor:** San Francisco Municipal Transportation Agency - MUNI

**SGA Project Number:** 117-910068      **Name:** 67 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coaches - Warranty

**Phase:** Warranty      **Fund Share:** 100.00%

**Cash Flow Distribution Schedule by Fiscal Year**

Fund Source	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21+	Total
Prop K		\$217,800	\$269,899	\$52,099	\$156,298	<b>\$696,096</b>

**Sponsor:** San Francisco Municipal Transportation Agency - MUNI

**SGA Project Number:** 117-910069      **Name:** 67 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coaches - Reserve

**Phase:** Construction (CON)      **Fund Share:** 20.15%

**Cash Flow Distribution Schedule by Fiscal Year**

Fund Source	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21+	Total
Prop K		\$ 7,148,343	\$ 9,702,244			<b>\$16,850,587</b>

**San Francisco County Transportation Authority  
Prop K/Prop AA Allocation Request Form**

**FY of Allocation Action:** 2016/17

**Current Prop K Request:** \$ 30,096,835

**Current Prop AA Request:** \$ -

**Project Name:** 67 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coaches

**Grant Recipient:** San Francisco Municipal Transportation Agency - MUNI

1) The requested sales tax and/or vehicle registration fee revenues will be used to supplement and under no circumstance replace existing local revenues used for transportation purposes.

<b>Required for Allocation Request Form Submission</b> Initials of sponsor staff member verifying the above statement
<b>JG</b>

**CONTACT INFORMATION**

**Project Manager**

**Grants Section Contact**

Name: Gary Chang

Joel Goldberg

Title: Project Manager

Manager, Capital Procurement & Managemer

Phone: 415-401-3173

415-646-2520

Email: [gary.chang@sfmta.com](mailto:gary.chang@sfmta.com)

[joel.goldberg@sfmta.com](mailto:joel.goldberg@sfmta.com)

San Francisco County Transportation Authority  
Prop K/Prop AA Allocation Request Form  
MAPS AND DRAWINGS



**5-Year Project List (FY 2014/15 - FY 2018/19)  
Vehicles - Muni (EP 17M)**

**Programming and Allocations to Date**

Pending Transportation Authority Board Approval March 28, 2017

Agency	Subcategory	Project Name	Phase	Status	Fiscal Year				Total
					2014/15	2015/16	2016/17	2017/18	
SFMTA		Historic Vehicle Rehabilitation/Replacement (16 PCC)	PROC	Programmed			\$4,785,063		\$4,785,063
SFMTA		Historic Vehicle Rehabilitation/Replacement (Milan and Vintage)	PROC	Programmed			\$3,304,749		\$3,304,749
SFMTA		<del>Replace 34 Neoplan 40' Motor Coaches and Replace 76 Neoplan 60' Buses</del> <sup>2,3</sup>	PROC	Programmed		\$0			\$0
SFMTA		Replace 41 Neoplan 40' Motor Coaches and Replace 48 Neoplan 60' Motor Coaches (2015/16) <sup>3,4</sup>	PROC	Programmed		\$0			\$0
SFMTA		61 60-ft Low Floor Diesel Hybrid Motor Coaches (26 replace+35 expand) <sup>2</sup>	PROC	Allocated		\$12,352,094			\$12,352,094
SFMTA		48 40-ft and 50 60-ft Low Floor Diesel Hybrid Motor Coaches <sup>3</sup>	PROC	Allocated		\$33,405,243			\$33,405,243
SFMTA		Replace 30 Orion 30' Motor Coaches and Replace 56 Orion 40' Motor Coaches (2018/19)	PROC	Programmed				\$26,433,627	\$26,433,627
SFMTA		85 40-ft and 63 60-ft Low-Floor Hybrid Diesel Motor Coaches <sup>4</sup>	PROC	Allocated		\$47,641,538			\$47,641,538
SFMTA		85 40-ft and 63 60-ft Low-Floor Hybrid Diesel Motor Coaches <sup>4</sup>	Warranty	Allocated		\$227,462			\$227,462
SFMTA		Motor Coach Replacement Warranty: 30' Motor Coaches (30), 40' Motor Coaches (211), 60' Motor Coaches (124)	Warranty	Programmed		\$150,000			\$150,000
SFMTA		Replace 60 New Flyer 60' Trolley Coaches (2014/15)	PROC	Programmed	\$168,224				\$168,224
SFMTA		Replace 60 New Flyer 60' Trolley Coaches (2014/15)	PROC	Allocated	\$20,831,776				\$20,831,776
SFMTA		Replace 100 ETI 40' Trolley Coaches (2015/16) <sup>4,5,6</sup>	PROC	Programmed		\$7,846,478			\$7,846,478
SFMTA		67 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coaches <sup>6</sup>	PROC	Pending			\$29,400,739		\$29,400,739
SFMTA		68 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coaches - Warranty <sup>6</sup>	Warranty	Pending			\$696,096		\$696,096
SFMTA		Replace 14 60-Foot Trolley Coaches <sup>5</sup>	PROC	Allocated		\$5,000,000			\$5,000,000
SFMTA		Replace 33 ETI 60' Trolley Coaches	PROC	Programmed			\$16,111,653		\$16,111,653
SFMTA		Replace 75 ETI 40' Trolley Coaches	PROC	Programmed			\$40,208,302		\$40,208,302

Agency	Project Name	Phase	Status	Fiscal Year					Total
				2014/15	2015/16	2016/17	2017/18	2018/19	
SFMTA	Replace 65 ETI 40' Trolley Coaches with 12 60' Trolley Coaches	PROC	Programmed				\$5,858,783		\$5,858,783
SFMTA	Trolley Coach Replacement Warranty: 40' Trolley Coaches (175); 60' Trolley Coaches (105)	Warranty	Programmed			\$150,000			\$150,000
SFMTA	Paratransit Van Replacement: Class B Vehicle (35)	PROC	Programmed					\$931,019	\$931,019
SFMTA	LRV Procurement*	PROC	Allocated	\$60,116,310					\$60,116,310
			<b>Programmed in 5YPP</b>	\$81,116,310	\$106,622,815	\$94,656,602	\$5,858,783	\$27,364,646	\$315,619,156
			<b>Total Allocated and Pending in 5YPP</b>	\$80,948,086	\$98,626,337	\$30,096,835	\$0	\$0	\$209,671,258
			<b>Total Deobligated in 5YPP</b>	\$0	\$0	\$0	\$0	\$0	\$0
			<b>Total Unallocated in 5YPP</b>	\$168,224	\$7,996,478	\$64,559,767	\$5,858,783	\$27,364,646	\$105,947,898
			<b>Total Programmed in 2014 Strategic Plan</b>	\$77,536,310	\$136,719,650	\$64,559,767	\$5,858,783	\$27,364,646	\$312,039,156
			<b>Deobligated from Prior 5YPP Cycles **</b>	\$4,721,316					\$4,721,316
			<b>Cumulative Remaining Programming Capacity</b>	\$1,141,316	\$31,238,151	\$1,141,316	\$1,141,316	\$1,141,316	\$1,141,316

**Programmed**

Pending Allocation/Appropriation  
Board Approved Allocation/Appropriation

**Footnotes:**

- <sup>1</sup> Strategic Plan and comprehensive 5YPP Amendment to accommodate SFMTA's LRV Procurement project (Res. 15-12, 10.21.14).
- <sup>2</sup> Reduced funds for Replace 34 Neoplan 40' Motor Coaches and Replace 76 Neoplan 60' Buses by \$12,352,094 and programmed to Procure 61 60' Low Floor Diesel Hybrid Coaches. (Res. 15-61, 06.23.15)
- <sup>3</sup> 5YPP Amendment to accommodate allocation of \$33,405,094 for the Procure 48 40' and 50 60' Low Floor Diesel Hybrid Coaches project (Res. 15-61, 06.23.15):  
Replace 34 Neoplan 40' Motor Coaches and Replace 76 Neoplan 60' Buses: Reduced by \$33,113,072 in Fiscal Year 2015/16.
- <sup>4</sup> 5YPP Amendment to accommodate allocation of \$47,869,000 for the 85 40-ft and 63 60-ft Low-Floor Hybrid Diesel Motor Coaches project (Res. 16-040, 02.23.2016):  
Replace 41 Neoplan 40' Motor Coaches and Replace 48 Neoplan 60' Motor Coaches (2015/16): Reduced by \$37,201,244 in Fiscal Year 2015/16.  
Replace 100 ETI 40' Trolley Coaches: Reduced by \$10,667,756 in Fiscal Year 2015/16.
- <sup>5</sup> 5YPP Amendment to accommodate allocation of \$5,000,000 for the Replace 14 60-Footer Trolley Coaches project (Res. 16-055, 05.24.2016):  
85 40-ft and 63 60-ft Low-Floor Hybrid Diesel Motor Coaches: Added project with \$47,869,000 in Fiscal Year 2015/16 funds.  
5YPP Amendment to accommodate allocation of \$5,000,000 for the Replace 14 60-Footer Trolley Coaches project (Res. 16-055, 05.24.2016):  
Replace 100 ETI 40' Trolley Coaches (2015/16): Reduced by \$5,000,000 in Fiscal Year 2015/16.  
Replace 14 60-Footer Trolley Coaches: Added project with \$5,000,000 in Fiscal Year 2015/16 funds.
- <sup>6</sup> 5YPP Amendment to accommodate allocation of \$30,096,835 for the 67 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coaches project (Res. 17-0XX, xx.xx.2017):  
Replace 100 ETI 40' Trolley Coaches (2015/16): Reduced by \$30,096,835 in Fiscal Year 2015/16. The next tranche of trolley coach procurements will not begin until FY2017/18. With this 5YPP amendment there will be \$70,025,216 available for allocation to trolley coach procurement in FY2017/18.  
67 40-foot and 50 60-foot Low Floor Hybrid Diesel Motor Coaches: Added project with \$29,400,739 in Fiscal Year 2016/17 procurement funds and \$696,096 in FY2016/17 warranty funds.