

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TRANSBAY JOINT
POWERS AUTHORITY AND THE SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY**

This Agreement is made this 21st day of July, 2009, in the City and County of San Francisco, State of California, by and between the Transbay Joint Powers Authority (the "TJPA") and the City and County of San Francisco, a municipal corporation (the "City") acting by and through its San Francisco Municipal Transportation Agency ("SFMTA").

RECITALS

A. The TJPA is a public entity authorized to perform construction of the new Transbay Transit Center Project and Related Structures (the "Project"). The Project involves construction of a Temporary Bus Terminal ("Temporary Terminal") on Howard Street between Beale and Main Streets, demolition of the existing Transbay Terminal ("Existing Terminal") on Mission and First streets, construction of Bus Storage Facility beneath the I-80 Freeway between Second and Fourth streets and relocation of underground utilities ("Utility Relocation").

B. SFMTA is a governmental entity which owns and operates the San Francisco public transit system ("MUNI"), including the Municipal Railway and bus service.

C. To accommodate the Project, it is necessary to provide new routes for MUNI trolley lines and to relocate the SFMTA existing overhead contact system ("OCS") and associated underground utilities. It is also necessary to relocate traffic signals, street striping and parking meters.

D. TJPA and SFMTA wish to provide for the smooth rerouting of MUNI line and associated OCS relocation and will do so by integrating the expertise of SFMTA staff into the Project as provided in this Intergovernmental Agreement.

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

F. The TJPA and the SFMTA acknowledge and agree that this Agreement covers Traffic Engineering, OCS Design, and Construction Management services relating to the Temporary Terminal, demolition of the Existing Terminal, Utility Relocation, Bus Storage Facility and Transit Center work. All other SFMTA work is specifically excluded from these provisions unless expressly provided for in this Agreement. Any future SFMTA services will be addressed in a separate agreement.

AGREEMENT

I. Scope of Services.

Generally, SFMTA will provide the following services under this Agreement:

A. For construction of the Temporary Terminal, the SFMTA shall provide to the TJPA construction management, OCS inspection and engineering support services. The SFMTA shall also provide and install traffic signage, street striping and parking meters.

B. For demolition of the Existing Terminal, the SFMTA shall provide to the TJPA OCS design, construction management, OCS inspection and engineering support services. The SFMTA shall also provide traffic engineering services.

C. For Utility Relocation, the SFMTA shall provide to the TJPA project management, engineering support services, and traffic planning.

D. For construction of the Transit Center, the SFMTA shall provide to the TJPA project management, engineering support services and traffic planning.

E. For construction of the Bus Storage Facility, the SFMTA shall provide to the TJPA traffic engineering services.

Specifically, the required work to be performed by the SFMTA through its MUNI Department and its Department of Parking and Traffic ("DPT") under this Agreement is set forth, as project elements of the Transbay Transit Center Program as follows:

Exhibit A1	Temporary Terminal;
Exhibit A2	Demolition of Existing Terminal;
Exhibit A3	Utility Relocation;
Exhibit A4	New Transit Center;
Exhibit A5	Bus Storage Facility;
Exhibit A6	Miscellaneous Project Management

Exhibits A1 – A6 are attached to this Agreement and incorporated by reference as though fully set forth herein. The SFMTA work shall be referred to as the "SFMTA Transbay Work."

II. Contract Amount and Terms of Payment

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

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

C. Terms of SFMTA Work. All SFMTA work elements on the Transbay Transit Center Program will be provided on an as-needed time and materials basis. TJPA shall provide SFMTA a detailed milestone schedule in order to facilitate staff scheduling. The Notice to Proceed and SFMTA design deliverables shall be negotiated with TJPA based on the schedule and available SFMTA engineering resources. TJPA will provide two (2) weeks advanced notice of proposed SFMTA construction inspection work for staff scheduling. Work not listed as a Project element is outside the scope of SFMTA services and subject to separate agreement between TJPA and SFMTA.

D. Terms of TJPA's Contractor Work. In the event that TJPA's contractor work affects SFMTA revenue operations, traffic signal operations, or safety conditions, TJPA authorizes the SFMTA to take any and all immediate and effective steps, including issuing stop work orders, to ensure that SFMTA revenue operations, traffic signal operations, or safety conditions are maintained.

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

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

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

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

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

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

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

- i. The TJPA shall be recognized as a third-party beneficiary of any such agreement or task order;
- ii. The TJPA shall be named as additional insured on any insurance policy provided by a subcontractor covering general and professional liability for the project as set forth in section 6 of this Agreement; and
- iii. The subcontractor shall indemnify the TJPA to the fullest extent available under the law.

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

III. Term; Termination

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

B. Effective Date. This Agreement shall become effective when the TJPA's Chief Financial Officer has certified the availability of funds and notifies the SFMTA in writing via a Notice to Proceed (NTP).

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

IV. Construction Contractor Indemnity

The TJPA shall ensure that any construction contractor shall indemnify, defend and hold harmless the City, the SFMTA, and their employees, officers and agents from any liability or claims arising out of the construction contractor's work.

V. Limitation on Liability; Incidental or Consequential Damages.

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

B. Liability for Cost Estimates. The SFMTA shall not be responsible for any additional construction costs exceeding the estimate it provided as part of the SFMTA work. The SFMTA shall cooperate with the TJPA, to the extent feasible, to perform value engineering or re-design in an effort to reduce construction costs on a cost reimbursable basis.

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

VI. Miscellaneous Provisions

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

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

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

To TJPA: Transbay Joint Powers Authority
201 Mission St. Suite 2100
San Francisco, CA 94105
Attn: Maria Ayerdi-Kaplan, Executive Director

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

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

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

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

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

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

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

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

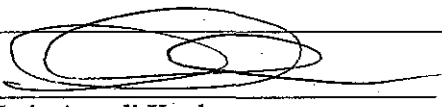
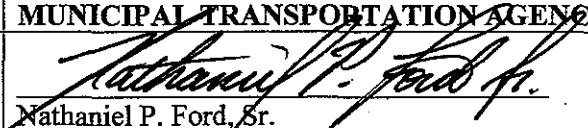
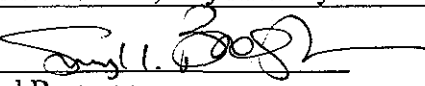
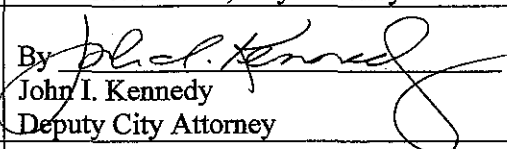
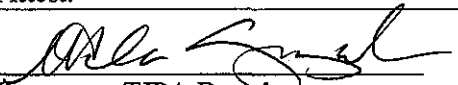
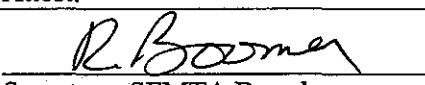
TRANSBAY JOINT POWERS AUTHORITY	CITY AND COUNTY OF SAN FRANCISCO
	MUNICIPAL TRANSPORTATION AGENCY
Maria Ayerdi-Kaplan Executive Director	 Nathaniel P. Ford, Sr. Executive Director/CEO
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Dennis J. Herrera, City Attorney	Dennis J. Herrera, City Attorney
By  Sheryl Bregman Deputy City Attorney	By  John I. Kennedy Deputy City Attorney
TJPA Board of Directors	SFMTA Board of Directors
Resolution No. 09-018	Resolution No. 09-086
Date: 4/9/09	Dated: 6/2/09
Attest:	Attest:
 Secretary, TJPA Board	 Secretary, SFMTA Board

EXHIBIT A1

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

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

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

Not to Exceed Budget: \$270,500

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

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

Not to Exceed Budget: \$376,000

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

- I. SFMTA shall relocate and install new traffic control signs, remove and relocate all parking meters and furnish and install all final street striping in accordance with the approved Temporary Terminal plans.
- II. The scope of SFMTA's services is limited to the following:
 - Provide all labor and materials necessary to remove existing City owned traffic control signs and guide signs and install new signage in the public right-of-way.
 - Provide all labor and materials necessary to remove existing parking meters and install new City-owned parking meters in the public right-of-way.
 - Provide all labor and materials necessary to grind existing striping and install final striping for the project.

Not to Exceed Budget: \$612,479

EXHIBIT A2

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

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

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

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

Not to Exceed Budget: \$205,000

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

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

Not to Exceed Budget: \$29,000

EXHIBIT A3

**UTILITY RELOCATION
TRAFFIC PLANNING AND ENGINEERING SERVICES BY SFMTA**

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

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

Budget: \$55,000

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

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

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

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

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

- I. TJPA is constructing a new Transit Center at Mission Street between Fremont and Beale streets. The SFMTA shall provide Engineering design services for the overhead contact system (OCS) project related to the new Transit Center. (See enclosed preliminary sketch, alignments are subject to change.)
- II. The scope of SFMTA's services is limited to the following:
 - Provide construction plans, sequencing plans, specifications, and construction cost estimates, including new trolley pole foundations, trolley poles, wires, wood troughs support spans and bracket arms.
 - Reconfigure existing special OCS.
 - Provide design of existing streetlight transfer to new trolley poles where required; remove existing streetlight poles as needed.
 - Participate in coordination meetings with City agencies, TJPA and TJPA's design team.
 - Coordinate and obtain approval from SFMTA Operations and Maintenance on the bus plaza design.
- III. The scope of SFMTA's services is based upon the following assumptions:
 - a. Baseline survey, existing underground utility information and new Transbay Transit Center drawings to be provided to SFMTA.
 - b. The design and relocation of existing utilities not owned by the SFMTA shall be addressed and designed by other parties. OCS installation may require the relocation of such existing utilities.
 - c. Additional work triggered by the relocation of trolley poles (curb ramp reconstruction, traffic signal and mast arm relocation, and the relocation of traffic signs, etc.) shall be addressed and designed by others.
 - d. All associated civil design elements (e.g. passenger boarding islands) shall be designed and addressed by other parties.
 - e. All new poles shall be designed using standard poles with standard cobra type streetlights.
 - f. Sub-sidewalk basement special foundations, and eyebolts to buildings, if any, shall be addressed and designed by other parties.

Not to Exceed Budget: \$480,000

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

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

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

Not to Exceed Budget: \$90,500

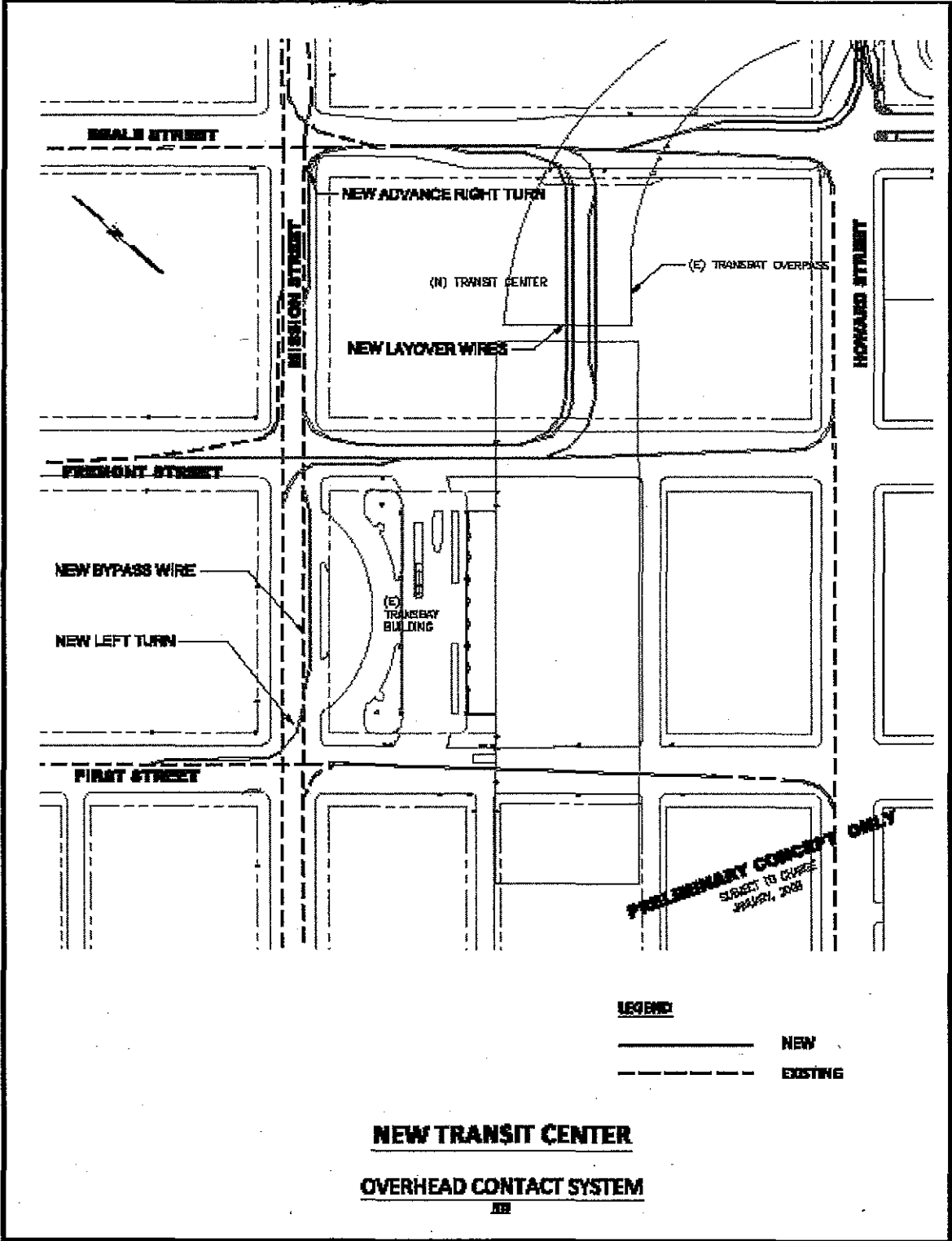


EXHIBIT A5

**BUS STORAGE FACILITY
TRAFFIC PLANNING BY SFMTA**

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

- I. TJPA is constructing a temporary bus storage facility at Howard Street between Main and Beale streets. SFMTA shall provide traffic planning and engineering services for the new Bus Storage Facility.
- II. The scope of SFMTA's services is limited to the following:
 - Participate in the collaborative planning and design efforts by TJPA, City departments, and the consultants for the Bus Storage Facility.
 - Attend regular meetings and review the traffic routing and traffic circulation needs to accommodate the Bus Storage Facility.
 - Review final specifications and estimates for traffic engineering services to accommodate the Bus Storage Facility.

Not to Exceed Budget \$29,000

EXHIBIT A6

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

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

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

Budget: \$25,000

EXHIBIT B-1

SFMTA/DPT Wage Rates 2009

SFMTA/DPT Wage Rates 2008/2009					
JOB TITLE	JOB CLASS	2008-2009 RATES			
			HOURLY X 2.45	DAILY RATE X 2.45	DAILY ROUNDED RATE
ENGINEERING DIVISION					
Planner IV	5290		\$ 139.01	\$ 1,112.08	\$ 1,113.00
Principal Engineer	5212		\$ 216.24	\$ 1,729.95	\$ 1,730.00
Senior Engineer	5211		\$ 173.09	\$ 1,384.74	\$ 1,390.00
Engineer	5241		\$ 149.51	\$ 1,196.09	\$ 1,200.00
Assoc Engineer	5207		\$ 129.18	\$ 1,033.41	\$ 1,040.00
Asst Engineer	5203		\$ 111.05	\$ 888.37	\$ 890.00
Jr. Engineer	5201		\$ 98.25	\$ 785.96	\$ 790.00
Stud Train I	5380		\$ 57.88	\$ 463.05	\$ 470.00
Stud Train II	5381		\$ 62.11	\$ 496.86	\$ 500.00
Stud Train II	5382		\$ 65.08	\$ 520.63	\$ 530.00
Civ. Eng. Asst.	5362		\$ 82.87	\$ 662.97	\$ 670.00
Civ. Eng. Assoc.I	5364		\$ 91.78	\$ 734.27	\$ 740.00
Civ. Eng. Assoc. II	5366		\$ 106.27	\$ 850.15	\$ 860.00
Survey Tech.	5302		\$ 81.65	\$ 653.17	\$ 660.00
PAINT SHOP					
Manager Paint	5301		\$ 113.74	\$ 909.93	\$ 910.00
Sup Paint Shop	7242		\$ 105.53	\$ 844.27	\$ 850.00
Painter	7346		\$ 88.02	\$ 704.13	\$ 710.00
SIGNAL SHOP					
Elec. Sup II	7276		\$ 135.24	\$ 1,081.92	\$ 1,090.00
Elec. Sup I	7238		\$ 121.46	\$ 971.67	\$ 980.00
Elec.	7345		\$ 107.59	\$ 860.69	\$ 870.00
SIGN SHOP					
Manager Sign	5306		\$ 136.53	\$ 1,092.21	\$ 1,100.00
Sr. Mgmt. Asst.	1844		\$ 96.10	\$ 768.81	\$ 770.00
Sup. Traffic Sign	5303		\$ 107.28	\$ 858.24	\$ 860.00
Sign Installer	7457		\$ 74.79	\$ 598.29	\$ 600.00
METER SHOP					
Manager Meter Shop Mgr. III	9177		\$ 149.02	\$ 1,192.17	\$ 1,200.00
Parking Meter Repair Sup.	5303		\$ 107.28	\$ 858.24	\$ 860.00
Parking Meter Repairer	1844		\$ 96.10	\$ 768.81	\$ 770.00
Maintenance Machinist	7457		\$ 74.79	\$ 598.29	\$ 600.00

EXHIBIT B-2

SFMTA/MUNI Wage Rates 2009

SFMTA/MUNI Wage Rates 2009			
JOB TITLE	JOB CLASS	2009 RATES	
		UNBURDENED DAILY RATE	BURDENED DAILY RATE (UNBURDENED DAILY X 3.06)
Project Manager I	5502	\$ 485	\$ 1484
Project Manager II	5504	\$ 562	\$ 1722
Transit Planner	5290	\$ 453	\$ 1386
Principal Engineer	5212	\$ 664	\$ 2032
Senior Engineer	5211	\$ 568	\$ 1738
Engineer	5241	\$ 488	\$ 1493
Assoc. Engineer	5207	\$ 424	\$ 1297
Asst. Engineer	5203	\$ 368	\$ 1126
Jr. Engineer	5201	\$ 321	\$ 983
Civ. Engineer Asst.	5362	\$ 272	\$ 832
Civ. Engineer, Assoc. I	5364	\$ 304	\$ 930
Civ. Engineer Assoc. II	5366	\$ 347	\$ 1062
Executive Secretary I	1450	\$ 252	\$ 772
Secretary II	1446	\$ 232	\$ 710
Construction Inspector	6318	\$ 368	\$ 1126
Sr. Construction Inspector	6319	\$ 404	\$ 1236

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 09-086

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

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

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

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

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of JUN 02 2009



Secretary to the Board of Directors
San Francisco Municipal Transportation Agency