

File No. 110723

Committee Item No. 4

Board Item No. 21

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: July 27, 2011

Board of Supervisors Meeting

Date 8/2/11

Cmte Board

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Completed by: Victor Young

Date: July 22, 2011

Completed by: Victor Young

Date: 7-25-11

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file:

1 [Contract Amendment - Transbay Joint Powers Authority - Transbay Transit Center Program
2 Services - Not to Exceed \$3,280,677]

3 **Resolution approving the First Amendment to Contract No. CS -159 between the San**
4 **Francisco Municipal Transportation Agency and the Transbay Joint Powers Authority**
5 **for Transbay Transit Center Program Services pursuant to Charter Section 9.118 in an**
6 **amount not to exceed \$3,280,677, retroactive to August 9, 2010.**

7
8 WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) is a
9 governmental entity which owns and operates the San Francisco Municipal Railway (Muni);
10 and,

11 WHEREAS, On August 21, 2007, the SFMTA and the Transbay Joint Powers Authority
12 (TJPA) executed an agreement to provide SFMTA staff to support construction of the new
13 Transbay Transit Center; and,

14 WHEREAS, On July 21, 2009, the SFMTA and the TJPA entered into Contract No.
15 CS-159, SFMTA Transbay Transit Center Program Services, under which the TJPA agreed to
16 reimburse the SFMTA for engineering services related to re-routing of Muni's trolley coach
17 service to accommodate the new TJPA temporary bus terminal; and,

18 WHEREAS, The SFMTA and the TJPA have negotiated a First Amendment to Contract
19 No. CS-159, SFMTA Transbay Transit Center Program Services, for Parking Control Officer
20 services during operation of the Temporary Transbay Terminal; and

21 WHEREAS, Under this Amendment, SFMTA will provide Parking Control Officers
22 (PCOs) during key commute hours to provide efficient and unobstructed transit bus access
23 around the temporary bus terminal as well as to and from the Bay Bridge; and
24
25

1 WHEREAS, The TJPA has agreed to increase the contract amount from \$2,282,979 to
2 ~~an amount not exceeding \$3,280,677 to reimburse the SFMTA for these additional PGO~~
3 services until December 15, 2015, and

4 WHEREAS, The First Amendment to Contract No. CS-159 also extends the contract
5 termination date from December 31, 2014 to December 15, 2015 to ensure completion of the
6 new Transbay Transit Center construction; and t

7 WHEREAS, On November 16, 2010, the SFMTA Board of Directors adopted
8 Resolution 10-146, to authorize the SFMTA Executive Director/CEO to execute the First
9 Amendment to Contract No. CS-159; now, therefore, be it

10 RESOLVED, That the San Francisco Board of Supervisors approves the First
11 Amendment to Contract No. CS-159, SFMTA Transbay Transit Center Program Services,
12 pursuant to Charter section 9.118, retroactive to August 9, 2010.

Item 4
File 11-0723

Department:
San Francisco Municipal Transportation Agency
Transbay Joint Powers Authority

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would authorize the First Amendment to an existing agreement between the San Francisco Municipal Transportation Agency (SFMTA) and the Transbay Joint Powers Authority (TJPA) for the SFMTA (a) to provide additional Transbay Transit Center Project services for the TJPA, and (b) to extend the agreement by 11½ months from December 31, 2014 to December 15, 2015.

Key Points

- On July 21, 2009, the Board of Supervisors approved an approximately five year and five month agreement between the SFMTA and the Transbay Joint Powers Authority for SFMTA to provide the TJPA with Transbay Transit Center Project services for a not-to-exceed reimbursement of \$2,282,979 from the TJPA to the SFMTA, through December 31, 2014.
- The Transbay Transit Center Project will replace the current Transbay Terminal at First and Mission Streets in San Francisco with a modern regional transit hub connecting eight Bay Area counties and the State of California through 11 transit systems.
- SFMTA staff currently provides engineering, administrative and other support services for the TJPA related to the Transbay Transit Center Project and in turn, the TJPA reimburses the SFMTA for the cost of such services.
- Under the proposed First Amendment, the Transbay Joint Powers Authority is requesting that the SFMTA provide Parking Control Officer (PCO) services to the TJPA, from August 9, 2010 through December 15, 2015 to facilitate transit bus circulation and transit schedules.

Fiscal Impacts

- Under the existing agreement, as well as under the proposed First Amendment, compensation is provided by the TJPA to the SFMTA on a cost-reimbursement basis for SFMTA's salary and fringe benefit costs, including overhead. The SFMTA salary rates are subject to change, according to increases in applicable City collective bargaining agreements.
- Under the proposed First Amendment, the SFMTA is estimated to incur a total cost of \$997,698 for PCO services provided to the TJPA, which includes (a) \$189,442 in retroactive cost between August 9, 2010 and July 31, 2011, (b) approximately \$162,630 per year for the four years from August 1, 2011 through July 31, 2015, or a total of \$650,521, (c) \$89,696 for between August 1, 2015 and December 15, 2015, and (d) a contingency of \$68,039.

Recommendations

- Amend the proposed resolution to provide for retroactivity to August 9, 2010.
- Approve the proposed resolution, as amended.

MANDATE STATEMENT AND BACKGROUND

Mandate Statement

In accordance with Charter Section 9.118(a), the approval of a modification to an existing contract or agreement that originally exceeded \$1,000,000 in revenues to the City is subject to Board of Supervisors approval.

Background

On July 21, 2009, the Board of Supervisors approved an approximately five year and five month agreement from August 27, 2009 through December 31, 2014 between the San Francisco Municipal Transportation Agency (SFMTA) and the Transbay Joint Powers Authority (TJPA) for the SFMTA to provide Transbay Transit Center Project services for the TJPA, including engineering, administrative and other support services, for a not-to-exceed amount of \$2,282,979 (Resolution 927-09).

The TJPA is a public entity authorized to manage the construction of the Transbay Transit Center Project. The TJPA's Board of Directors has six members and is comprised of representatives from the City and County of San Francisco, including representatives from the SFMTA, the San Francisco Mayor's Office, the San Francisco Board of Supervisors, as well as the Alameda-Contra Costa Transit District (AC Transit), the State Department of Transportation (Caltrans) and the Peninsula Corridor Joint Powers Board-Caltrain, which itself is composed of the City and County of San Francisco, the San Mateo County Transit District, and the Santa Clara Valley Transportation Authority.

According to the Transbay Transit Center website, the Transbay Transit Center Project is a transportation and housing project which is to transform downtown San Francisco and the San Francisco Bay Area's regional transportation system by creating a "Grand Central Station of the West". The total estimated \$4 billion Project will replace the current Transbay Terminal at First and Mission Streets in San Francisco with a modern regional transit hub connecting eight Bay Area counties and the State of California through 11 transit systems: AC Transit, BART, Caltrain, Golden Gate Transit, Greyhound, Muni, SamTrans, WestCAT Lynx, Amtrak, Paratransit and future High Speed Rail from San Francisco to Los Angeles/Anaheim. The Project consists of three major elements:

- Replacing the former Transbay Terminal at First and Mission Streets into one interconnected Transit Center;
- Extending Caltrain and California's High Speed Rail underground from Caltrain's current terminus at 4th and King Streets into the new downtown Transit Center; and
- Creating a new neighborhood with residences, offices, parks and shops surrounding the new Transit Center.

Under the existing agreement between the SFMTA and the TJPA, the SFMTA staff provides engineering, administrative and other support services for the TJPA related to the Transbay Transit Center Project and in return, the TJPA reimburses the SFMTA for the SFMTA's costs of such services. Phase 1 of the Transbay Transit Center Project includes: (a) construction of the Transbay Temporary Terminal on Howard Street between Beale and Main Streets¹, (b) demolition of the existing Transbay Terminal on Mission and First Streets, (c) relocation of underground utilities, (d) related traffic management and engineering, and (e) construction of a bus storage facility beneath Interstate-80 between Second and Fourth Streets.

To accommodate the Project, the TJPA and the SFMTA have determined that it will be necessary to reroute some Muni trolley lines, relocate the SFMTA's overhead contact system and associated underground utilities, and relocate traffic signals, street striping, and parking meters. The Project will ultimately create a new five-story Transit Center facility with one above-grade bus level, ground-floor, concourse, and two below-grade rail levels serving Caltrain and future High Speed Rail as well as create new bus ramps that will connect The Transit Center to a new off-site bus storage facility and the San Francisco-Oakland Bay Bridge.

Under the existing agreement, between the SFMTA and the TJPA, compensation is provided from the TJPA to the SFMTA on a cost-reimbursement basis for SFMTA's salary and fringe benefit costs, including overhead. The SFMTA's salary rates are subject to change, according to increases in applicable City collective bargaining agreements. As noted above, under the existing agreement, the total reimbursement payable by the TJPA to the SFMTA for SFMTA's staffing costs would not exceed \$2,282,979, over the approximately five year and five month term from August 27, 2009 through December 31, 2014.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize the First Amendment to the existing not-to-exceed \$2,282,979 agreement between the San Francisco Municipal Transportation Agency (SFMTA) and the Transbay Joint Powers Authority (TJPA) for the SFMTA to provide services for the TJPA related to the Transbay Transit Center Project. Under the proposed First Amendment, the SFMTA would provide Parking Control Officer services for a not-to-exceed amount of \$997,698 retroactive to August 9, 2010 through December 15, 2015, or a new total not-to-exceed amount of \$3,280,677, (\$2,282,979 plus \$997,698). Additionally, the proposed First Amendment would extend the original termination date of December 31, 2014 by 11½ months to December 15, 2015. The proposed First Amendment also authorizes that the termination date can be further extended, or terminated early, based on agreement by the SFMTA and the TPJA, subject to approval by the Board of Supervisors.

In anticipation of the potential traffic problems resulting from the Transbay Transit Center Project, on August 9, 2010 TJPA and SFTMA have negotiated the proposed First Amendment to

¹ In December of 2008, construction commenced for a Transbay Temporary Terminal, which began operations in August of 2010 to provide temporary bus terminal facilities for AC Transit, WestCAT Lynx, Muni, Golden Gate Transit, SamTrans and Greyhound passengers during the demolition of the old Transbay Terminal and construction of the new interconnected Transit Center, which is now expected to be completed in 2017.

the existing agreement and SFMTA has agreed to provide Parking Control Officer (PCO) services, as necessary for traffic control, during key commute hours in order to maintain efficient and unobstructed transit bus access around the Temporary Transbay Terminal as well as to and from the Bay Bridge.

According to Ms. Joy Houlihan, Deputy Director of Enforcement – Safety, Training, Security, and Enforcement Division, SFMTA, the Transbay Joint Powers Board is requesting to amend the existing agreement for the SFMTA to provide PCO services, as necessary, to facilitate access for SFMTA and the various other transit traffic at the new Temporary Transbay Terminal. Ms. Houlihan advises that access to and from the new Temporary Transbay Terminal, currently located on Howard Street between Beale and Main Streets, can become gridlocked and additional PCOs are anticipated to be needed at various times over the course of the construction to provide efficient and unobstructed transit bus access around the Temporary Transbay Terminal as well as direct access to and from the Bay Bridge.

FISCAL IMPACTS

Table 1 below identifies the estimated total cost of \$997,698 to be incurred by the SFMTA to provide Parking Control Officer (PCO) services to the TJPA. This includes the \$189,442 costs to provide PCOs, including salaries, fringe benefits and overhead costs, retroactive from August 9, 2010 through July 31, 2011. According to Ms. Houlihan, between August 9, 2010 and July 31, 2011, the SFMTA initially provided five PCOs and one Supervisor, which was subsequently reduced to three PCOs and one Supervisor at various intersections. According to Ms. Houlihan, greater coverage was necessary during the first six months that the PCOs were deployed due to the confusion and disruption associated with the initial demolition plans for the Transbay Terminal Project.

From August 1, 2011 through July 31, 2015, the SFMTA anticipates providing approximately \$162,630 of PCO services per year for this four-year period, or a total of \$650,521. For the 4½ month period between August 1, 2015 and December 15, 2015, SFMTA estimates providing \$89,696 of PCO services.

As shown in the Table below, the proposed First Amendment would authorize a total not-to-exceed increased amount of \$997,698, including a contingency of \$68,039.

**Table: Transbay Transit Center Program
Estimated Cost for the First Amendment
Parking Control Officers**

Total Cost Year 1 (August 9, 2010 - July 31, 2011)					\$189,442
	Number of PCOs	Number of AM Hours	Number of PM Hours	Rate	Cost /Day
Parking Control Supervisor	1	0	4	\$ 91.71	\$ 367
Parking Control Officers	4	0	4	\$ 76.76	\$ 1,228
Total Cost /Day					\$ 1,595
Total Cost /Month					assume 8 days /month \$ 12,760
Total Cost /Year (Years 2 - 5)					assume 96 days /year \$ 153,120
Cost for Special Event Days					assume 5 days /year \$ 9,510
Total Cost Per Year, Years 2 - 5 (August 1, 2011 - July 31, 2015)					\$ 162,630
Total Cost Years 2 - 5 (August 1, 2011 - July 31, 2015)					\$ 650,521
	Number of PCOs	Number of AM Hours	Number of PM Hours	Rate	Cost /Day
Parking Control Supervisor	1	2	4	\$ 91.71	\$ 550
Parking Control Officers	4	2	4	\$ 76.76	\$ 1,842
Total Cost /Day					\$ 2,393
Total Cost /Month					assume 8 days /month \$ 19,140
Cost for Special Event Days					assume 5 days /year \$ 3,566
Total Cost 4 1/2 Months (August 1 2015 - December 15, 2015)					\$ 89,696
Total Overall Project Cost for Enforcement Services					\$ 929,659
Contingency Amount					\$ 68,039
Total Amount of the First Amendment					\$ 997,698

Ms. Houlihan advises that the SFTMA has been providing these PCO services for the TJPA since August 9, 2010. Therefore, the proposed resolution should be amended to provide for retroactive approval of the subject PCO services to August 9, 2010. Ms. Houlihan reports that the SFMTA has not yet billed the TJPA, but that SFMTA is in the process of preparing the billing invoice for submission from August 9, 2010 and July 31, 2011. Ms. Houlihan reports that, although these PCO services have been provided to the TJPA by the SFMTA since August 9, 2010, the SFMTA delayed bringing this amendment to the Board of Supervisors primarily due to changes in SFMTA's management and competing priorities.

RECOMMENDATIONS

1. Amend the proposed resolution to provide for retroactivity to August 9, 2010.
2. Approve the proposed resolution, as amended.

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

This Amendment is made this 9th day of August, 2010, 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

WHEREAS, SFMTA and TJPA have entered into the Agreement (as defined below); and

WHEREAS, SFMTA and TJPA desire to amend the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, TJPA and the SFMTA agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:
 - a. Agreement. The term "Agreement" shall mean the Intergovernmental Agreement Between The Transbay Joint Powers Authority And The San Francisco Municipal Transportation Agency, dated July 21, 2009.
 - b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
2. Modifications to the Agreement. The Agreement is hereby modified as follows:
 - a. Section I, "Scope of Services" shall include SFMTA Parking Control Officer services for the operations of the Temporary Transbay Terminal during key commute hours.

Specifically, the required work to be performed by the SFMTA through its Sustainable Streets Division ("SSD") under this Amendment is set forth below:

Exhibit A-7 Temporary Terminal Operations

Exhibit B-1 SFMTA/SSD Wage Rates 2010

Exhibit B-2 SFMTA/MUNI Wage Rates 2009

Exhibits A-7, B-1 and B-2 are attached to this Amendment Agreement and incorporated by reference as though fully set forth herein.
 - b. Section II, "Contract Amount and Terms of Payment"; the "Estimated Contract Amount" shall increase to an amount not to exceed \$3,280,677.
 - c. Section III, "Term; Termination", the "Term" shall extend the Agreement termination to December 15, 2015.
3. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, 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	Debra A. Johnson Acting 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. _____	Resolution No. 10-146
Date: _____	Dated: November 16, 2010
Attest:	Attest:
_____	_____
Secretary, TJPA Board	Secretary, SFMTA Board

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 10-146

WHEREAS, On June 2, 2009, the SFMTA Board of Directors adopted Resolution No. 09-086 authorizing execution of Contract No. CS-159; Transbay Transit Center Program Services, with the TJPA in the not to exceed amount of \$2,282,979 and a term until December 31, 2014; and

WHEREAS, Under this Contract No. CS-159, the TJPA agreed to reimburse the SFMTA for engineering services related to re-routing of Muni's trolley coach service to accommodate the new TJPA temporary bus terminal; and

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) and the Transbay Joint Powers Authority (TJPA) have negotiated a First Amendment to Contract No. CS-159, SFMTA Transbay Transit Center Program Services, for Parking Control Officer services during operation of the Temporary Transbay Terminal; and,

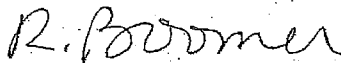
WHEREAS, The SFMTA agrees to provide Parking Control Officers (PCOs) during key commute hours to provide efficient and unobstructed transit bus access around the Temporary Transbay Terminal as well as to/from the Bay Bridge; and,

WHEREAS, The TJPA has agreed to increase the contract amount from \$2,282,979 to an amount not exceeding \$3,280,677 to reimburse the SFMTA for these additional PCO services until December 15, 2015; and,

WHEREAS, The First Amendment to Contract No. CS-159 also extends the contract termination date from December 31, 2014 to December 15, 2015 to ensure completion of the new Transbay Transit Center construction; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO to execute the First Amendment to Contract No. CS-159, Transbay Transit Center Program Services, for Parking Control Officer services during operation of the Temporary Transbay Terminal, to increase the contract amount by \$997,698 to revised contract amount of \$3,280,677, and to extend the contract term to December 15, 2015.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of NOV 16 2010



Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

ORIGINAL COPY

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 TIPA project management, engineering support services, and traffic planning.

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

E. For construction of the Bus Storage Facility, the SFMTA shall provide to the TIPA 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 TIPA 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 TIPA, but shall not become a part of this Agreement until such time as the TIPA 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. TIPA 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 TIPA based on the schedule and available SFMTA engineering resources. TIPA 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 TIPA and SFMTA.

D. **Terms of TIPA's Contractor Work.** In the event that TIPA's contractor work affects SFMTA revenue operations, traffic signal operations, or safety conditions, TIPA 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.

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

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.

To TIPA: 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.

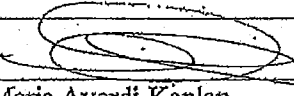
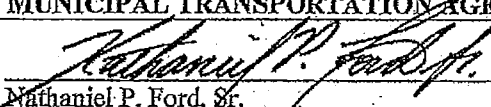

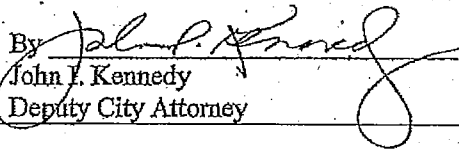
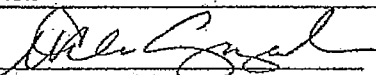
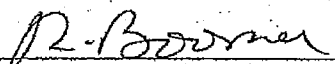
TRANSBAY JOINT POWERS AUTHORITY	CITY AND COUNTY OF SAN FRANCISCO
	MUNICIPAL TRANSPORTATION AGENCY
 Maria Ayerdi-Kaplan Executive Director	 Nathaniel P. Ford, Sr. Executive Director/CEO
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Dennis J. Herrera, City Attorney	Dennis J. Herrera, City Attorney
By  Sheryl Bregman Deputy City Attorney	By  John J. 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

706

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.

707

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: 105

- 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

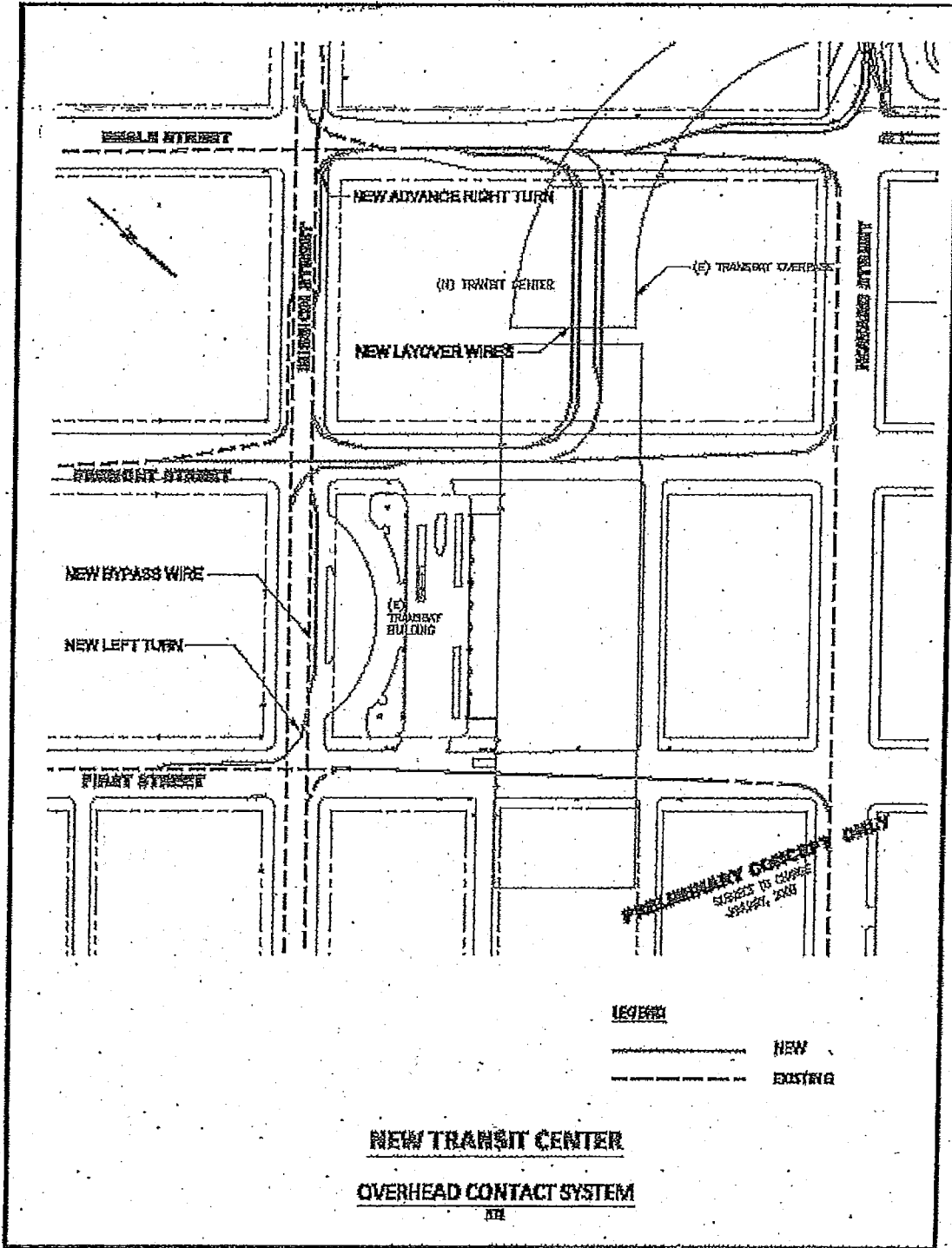


EXHIBIT A5

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

SEMTA/MUNI Wage Rates 2009

SEMTA/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



TRANSBAY JOINT POWERS AUTHORITY

Maria Ayerdi-Kaplan • Executive Director

August 27, 2009

Mr. Dan Arellano
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor
San Francisco, CA 94103
Via Facsimile (415-701-4737) and Mail

Subject: Transbay Transit Center Program
Traffic Engineering, OCS Design & Construction Management IGA-09-018-MTA
Notice to Proceed with Task Order No. 2

Dear Mr. Arellano:

We have reviewed the schedule and compensation for the completion of signage, striping, and parking meter relocation services for the Temporary Terminal project outlined in Task Order No. 2 (TO 02), dated July 27, 2009 (attached). We have determined that the scope and budget of TO 02 meet the requirements of the Transbay Transit Center Program (Program) and the Trolley Line Relocation and Street Modification Agreement IGA-09-018-MTA between the Transbay Joint Powers Authority (TJPA) and the San Francisco Municipal Transportation Agency.

This letter serves as Notice to Proceed (NTP) with the work outlined in TO 02, subject to the following conditions:

1. The effective date of this NTP for TO 02 is **August 1, 2009**.
2. This NTP authorizes the scope of work outlined in the attached TO 02.
3. The TJPA expects all work and deliverables to be completed by **June 30, 2010**, or earlier. Work after June 30, 2010, is not authorized under this NTP and will be subject to future approval by the TJPA. The TJPA will not be liable for any expenses incurred after June 30, 2010, under this NTP.
4. Total funding for work performed under TO 02 shall not exceed **\$350,000**.
5. Compensation for work performed under this TO 02 scope shall be in accordance with the provisions of Agreement IGA-09-018-MTA.
6. The TJPA plans to fund this work through Regional Measure 2 funds allocated to the TJPA for the Program by the Metropolitan Transportation Commission but reserves the right to change the funding source.

If you have any questions concerning the above, please do not hesitate to contact me.

Very truly yours,

Maria Ayerdi-Kaplan
Executive Director

Attachment: Task Order No. 2
cc w/attach: J. Coughlin, G. Hollins, D. Hawley, File
cc w/o attach: N. Whelan, A. Fierro

FOR FINANCE USE ONLY			
Temp Terminal Construction	\$350,000	DR MTC113-999	CR MTC113-611-T



A. Agreement Reference

This Task Order No. 2 (TO 02), effective July 27, 2009 (Effective Date), describes work to be done by the San Francisco Municipal Transportation Agency's (SFMTA) Department of Parking and Traffic (DPT) under the agreement approved in IGA-09-018-MTA (Agreement) by the Transbay Joint Powers Authority (TJPA) Board on April 9, 2009, between the SFMTA and the TJPA. This TO 02 is for DPT's completion of signage, striping, and parking meter relocation services for the Temporary Terminal project specified in Agreement Exhibit A1, Paragraph C.

<p>SFMTA: SF Municipal Transportation Agency Address: Authorized Representative: Telephone No:</p>	<p>One South Van Ness Ave., 7th Floor San Francisco, California 94103 Dan Arellano 415-701-4637</p>
<p>TJPA: Transbay Joint Powers Authority Address: Authorized Representative: Telephone No:</p>	<p>201 Mission Street, Suite 2100 San Francisco, California 94105 Maria Ayerdi-Kaplan 415-597-4620</p>

B. Scope of Work – Signage, Striping, and Parking Meter Relocation Services

Under this TO 02, 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 as specified in Agreement Exhibit A1, Paragraph C:

- 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.

C. Notices to Proceed

The term of this TO 02 shall commence on the Effective Date, as noted in Section A, and continue up to and including June 30, 2010. *extended to 12/31/10*

A separate Notice to Proceed (NTP) will be issued by the TJPA authorizing SFMTA to proceed with the work.

D. Compensation and Schedule

After issuance of NTP, invoices for services covered by this TO 02 are to be submitted to the TJPA for review and payment within the period identified in Section F.

Compensation for services shall be based on actual hours of work by DPT, with a not-to-exceed maximum cost. The authorized hourly labor rates by staff position are listed in Exhibit B-1 of the Agreement. The rates are adjusted from time to time in accordance with SFMTA guidelines,

*on 6/24/10
from
TJPA*



which have been provided by SFMTA and agreed to by the TJPA.

If DPT begins any services under this TO 02 and for reasons beyond its control believes that it cannot complete these services within the not-to-exceed maximum cost, the SFMTA shall notify the TJPA in writing and await instruction from the TJPA before proceeding with further work.

For this TO 02, the not-to-exceed maximum cost is \$350,000 for the services specified in Section B.

E. Terms and Conditions

The terms and conditions of the referenced Agreement shall apply to the services specified in Section B under this TO 02.

F. Submission of Invoices

DPT's invoices for this TO 02, Signage, Striping, and Parking Meter Relocation Services, are to be submitted monthly. The TJPA will determine whether the work is satisfactory and in accordance with terms of the Agreement before processing payment.

DPT shall submit one copy of each invoice, associated back-up timesheets, and cover letter to:

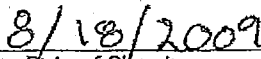
Maria Ayerdi-Kaplan, Executive Director
Transbay Joint Powers Authority
201 Mission Street, Suite 2100
San Francisco, California 94105

ACCEPTANCE of the terms of this TO 02 dated July 27, 2009, is acknowledged by the following signature of the Authorized Representative of SFMTA, party to Agreement IGA-09-018-MTA.

San Francisco Municipal Transportation Agency



Signature of Dan Arellano



Date of Signature



TRANSBAY JOINT POWERS AUTHORITY

Maria Ayerdi-Kaplan • Executive Director

August 27, 2009

Mr. Dan Arellano
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor
San Francisco, CA 94103
Via Facsimile (415-701-4737) and Mail

Subject: Transbay Transit Center Program
Traffic Engineering, OCS Design & Construction Management IGA-09-018-MTA
Notice to Proceed with Task Order No. 5

Dear Mr. Arellano:

We have reviewed the schedule and compensation for the completion of the traffic engineering services outlined in Task Order No. 5 (TO 05), dated August 10, 2009 (attached). We have determined that the scope and budget of TO 05 meet the requirements of the Transbay Transit Center Program (Program) and the Agreement IGA-09-018-MTA between the Transbay Joint Powers Authority (TJPA) and the San Francisco Municipal Transportation Agency.

This letter serves as Notice to Proceed (NTP) with the work outlined in TO 05, subject to the following conditions:

1. The effective date of this NTP for TO 05 is **August 10, 2009**.
2. This NTP authorizes the scope of work outlined in the attached TO 05.
3. The TJPA expects all work and deliverables to be completed by **December 31, 2010**, or earlier. Work after December 31, 2010, is not authorized under this NTP and will be subject to future approval by the TJPA. The TJPA will not be liable for any expenses incurred after December 31, 2010, under this NTP.
4. Total funding for work performed under TO 05 shall not exceed **\$60,000**.
5. Compensation for work performed under this TO 05 scope shall be in accordance with the provisions of Agreement IGA-09-018-MTA.
6. The TJPA plans to fund this work through Regional Measure 2 funds allocated to the TJPA for the Program by the Metropolitan Transportation Commission but reserves the right to change the funding source.

If you have any questions concerning the above, please do not hesitate to contact me.

Very truly yours,

Maria Ayerdi-Kaplan
Executive Director

Attachment: Task Order No. **5**
cc w/attach: J. Coughlin, G. Hollins, D. Hawley, File
cc w/o attach: N. Whelan, A. Fierro

FOR FINANCE USE ONLY			
Transit Center Traffic Signals	\$60,000	DR.MTC112-999	CR.MTC112-512-T



A. Agreement Reference

This Task Order No. 5 (TO 05), effective August 10, 2009 (Effective Date), describes work to be done by the San Francisco Municipal Transportation Agency's (SFMTA) Department of Parking and Traffic (DPT) under the agreement approved in IGA-09-018-MTA (Agreement) by the Transbay Joint Powers Authority (TJPA) Board on April 9, 2009, between the SFMTA and the TJPA. This TO 05 is for DPT's completion of services specified in Agreement Exhibit A4, Paragraph B, Traffic Engineering Services.

SFMTA: SF Municipal Transportation Agency Address:	One South Van Ness Ave, 7 th Floor San Francisco, California 94103
Authorized Representative: Telephone No:	Dan Arellano 415-701-4637
TJPA: Transbay Joint Powers Authority Address:	201 Mission Street, Suite 2100 San Francisco, California 94105
Authorized Representative: Telephone No:	Maria Ayerdl-Kaplan 415-597-4620

B. Scope of Work – Traffic Engineering Services

Under this TO 05, DPT shall provide the traffic planning and engineering services for the new Transit Center specified in Agreement Exhibit A4, Paragraph B.

- 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.

C. Notices to Proceed

The term of this TO 05 shall commence on the Effective Date, as noted in Section A, and continue up to and including December 31, 2010.

A separate Notice to Proceed (NTP) will be issued by the TJPA authorizing SFMTA to proceed with the work.

D. Compensation and Schedule

After issuance of NTP, invoices for traffic planning and engineering services covered by this TO 05 are to be submitted to the TJPA for review and payment within the period identified in Section F.

Compensation for services shall be based on actual hours of work by DPT, with a not-to-exceed maximum cost. The authorized hourly labor rates by staff position are listed in Exhibit B-1 of the Agreement. The rates are adjusted from time to time in accordance with SFMTA guidelines.



which have been provided by SFMTA and agreed to by the TJPA.

If DPT begins any traffic engineering services under this TO 05 and for reasons beyond its control believes that it cannot complete these services within the not-to-exceed maximum cost, the SFMTA shall notify the TJPA in writing and await instruction from the TJPA before proceeding with further work.

For this TO 05, the not-to-exceed maximum cost is \$60,000 for services specified in Section B.

E. Terms and Conditions

The terms and conditions of the referenced Agreement shall apply to the services specified in Section B under this TO 05.

F. Submission of Invoices


DPT's invoices for services performed under this TO 05, Traffic Engineering Services, are to be submitted monthly. The TJPA will determine whether the work is satisfactory and in accordance with terms of the Agreement before processing payment.

DPT shall submit one copy of each invoice, associated back-up timesheets, and cover letter to:

Marla Ayerdi-Kaplan, Executive Director
Transbay Joint Powers Authority
201 Mission Street, Suite 2100
San Francisco, California 94105

ACCEPTANCE of the terms of this TO 05 dated August 10, 2009, is acknowledged by the following signature of the Authorized Representative of SFMTA, party to Agreement IGA-09-018-MTA.

San Francisco Municipal Transportation Agency



Signature of Dan Arellano



Date of Signature



TRANSBAY JOINT POWERS AUTHORITY

Maria Ayerdi-Kaplan • Executive Director

August 27, 2009

Mr. Dan Arellano
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor
San Francisco, CA 94103
Via Facsimile (415-701-4737) and Mail

Subject: Transbay Transit Center Program
Traffic Engineering, OCS Design & Construction Management IGA-09-018-MTA
Notice to Proceed with **Task Order No. 6**

Dear Mr. Arellano:

We have reviewed the schedule and compensation for construction administration, engineering, and inspection services outlined in Task Order No. 6 (TO 06), dated July 27, 2009 (attached). We have determined that the scope and budget of TO 06 meet the requirements of the Transbay Transit Center Program (Program) and Agreement IGA-09-018-MTA between the Transbay Joint Powers Authority (TJPA) and the San Francisco Municipal Transportation Agency.

This letter serves as Notice to Proceed (NTP) with the work outlined in TO 06, subject to the following conditions:

1. The effective date of this NTP for TO 06 is **August 1, 2009**.
2. This NTP authorizes the scope of work outlined in the attached TO 06.
3. The TJPA expects all work and deliverables to be completed by **December 31, 2010**, or earlier. Work after December 31, 2010, is not authorized under this NTP and will be subject to future approval by the TJPA. The TJPA will not be liable for any expenses incurred after December 31, 2010, under this NTP.
4. Total funding for work performed under TO 06 shall not exceed **\$200,000**.
5. Compensation for work performed under this TO 06 scope shall be in accordance with the provisions of Agreement IGA-09-018-MTA.
6. The TJPA plans to fund this work through Regional Measure 2 funds allocated to the TJPA for the Program by the Metropolitan Transportation Commission but reserves the right to change the funding source.

If you have any questions concerning the above, please do not hesitate to contact me.

Very truly yours,

Maria Ayerdi-Kaplan
Executive Director

Attachment: Task Order No. 6
cc w/attach: J. Coughlin, G. Hollins, D. Hawley, File
cc w/o attach: N. Whelan, A. Fierro

FOR FINANCE USE ONLY			
CM for Temp Terminal	\$200,000	DR MTC111-999	CR MTC111-600-T



A. Agreement Reference

This Task Order No. 6 (TO 06), effective July 27, 2009 (Effective Date), describes work to be done by the San Francisco Municipal Transportation Agency's (SFMTA) Department of Parking and Traffic (DPT) under the agreement approved in IGA-09-018-MTA (Agreement) by the Transbay Joint Powers Authority (TJPA) Board on April 9, 2009, between the SFMTA and the TJPA. This TO 06 is for DPT's completion of construction administration, engineering and inspection services specified in Agreement Exhibit A1, Paragraph B.

SFMTA: SF Municipal Transportation Agency	
Address:	One South Van Ness Ave., 7 th Floor San Francisco, California 94103
Authorized Representative:	Dan Arellano
Telephone No:	415-701-4637
TJPA: Transbay Joint Powers Authority	
Address:	201 Mission Street, Suite 2100 San Francisco, California 94105
Authorized Representative:	Maria Ayerdi-Kaplan
Telephone No:	415-597-4620

B Scope of Work – Construction Administration, Engineering and Inspection

Under this TO 06, SFMTA shall provide construction administration, engineering, and inspection services as specified in Agreement Exhibit A1, Paragraph B:

- 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.

C. Notices to Proceed

The term of this TO 06 shall commence on the Effective Date, as noted in Section A, and continue up to and including December 31, 2010.

A separate Notice to Proceed (NTP) will be issued by the TJPA authorizing SFMTA to proceed with the work.

D. Compensation and Schedule

After issuance of NTP, invoices for services covered by this TO 06 are to be submitted to the TJPA for review and payment within the period identified in Section F.



Compensation for services shall be based on actual hours of work by DPT, with a not-to-exceed maximum cost. The authorized hourly labor rates by staff position are listed in Agreement Exhibit B-1. The rates are adjusted from time to time in accordance with SFMTA guidelines, which have been provided by SFMTA and agreed to by the TJPA.

If DPT begins any services under this TO 06 and for reasons beyond its control believes that it cannot complete these services within the not-to-exceed maximum cost, the SFMTA shall notify the TJPA in writing and await instruction from the TJPA before proceeding with further work.

For this TO 06, the not-to-exceed maximum cost is \$200,000 for the services specified in Section B.

E. Terms and Conditions

The terms and conditions of the referenced Agreement shall apply to the services specified in Section B under this TO 06.

F. Submission of Invoices

DPT's invoices for this TO 06, Construction Administration, Engineering and Inspection Services, are to be submitted monthly. The TJPA will determine whether the work is satisfactory and in accordance with terms of the Agreement before processing payment.

DPT shall submit one copy of each invoice, associated back-up timesheets, and cover letter to:

Maria Ayerdi-Kaplan, Executive Director
Transbay Joint Powers Authority
201 Mission Street, Suite 2100
San Francisco, California 94105

ACCEPTANCE of the terms of this TO 06 dated July 27, 2009, is acknowledged by the following signature of the Authorized Representative of SFMTA, party to Agreement IGA-09-018-MTA.

San Francisco Municipal Transportation Agency



Signature of Dan Arellano

8/13/2009

Date of Signature

