

STAFF REPORT FOR CALENDAR ITEM NO.: 8.3
FOR THE MEETING OF: September 14, 2017

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to amend the existing Cooperative Agreement #04-2463 (Agreement) between the Transbay Joint Powers Authority (TJPA) and the California Department of Transportation (Caltrans) to include scope and funding for independent quality assurance (IQA) and construction oversight services to be provided by Caltrans for certain elements of the Bus Storage Facility, which is within State right-of-way, and provide for TJPA's reimbursement to Caltrans for the cost of such services, which shall not exceed \$200,000. In addition, the parties hereto have also agreed to reduce the maximum cost of State services for the Bus Ramps improvements in the Agreement from \$400,000 to \$300,000. Thus, the net amount of this amendment is \$100,000.

EXPLANATION:

In June 2014, the TJPA Board approved the Cooperative Agreement #04-2463, under which Caltrans has been providing independent quality assurance (IQA) and construction oversight services for the Bus Ramp project. The estimated amount in the Agreement was \$400,000; however, only \$288,137 has been spent to-date. Additional construction billings in the estimated amount of \$12,000 are anticipated before the Bus Ramp project is closed out by Caltrans. Thus, staff proposes to amend the Agreement to lower the cost of State services for the Bus Ramp project to \$300,000.

The Bus Storage Facility (Facility) is being constructed on leased property within the State of California right-of-way on the parcel bounded by Second, Third, Perry and Stillman Streets under the west approach to the San Francisco-Oakland Bay Bridge. Because construction of the Facility is within State right-of-way, it must adhere to the State's standards for highway design and construction and therefore will require oversight by the State as the Bus Ramp did.

Staff has negotiated an amendment to the Agreement with the Caltrans District 4 Office, identifying the construction oversight services to be provided by Caltrans and providing for TJPA reimbursement to Caltrans for the cost of the services. Under the Agreement, Caltrans will provide IQA—Caltrans' policy and procedural guidance—at no cost to the TJPA. Caltrans will also provide construction oversight services for which TJPA will reimburse at the hourly rates specified in the Agreement, up to \$200,000.

The total combined cost of State services with respect to Bus Ramps and Bus Storage Facility is therefore now \$500,000. The Agreement will terminate upon completion of the Facility and the parties' signing of a Cooperative Agreement Closure Statement; certain agreement provisions survive termination. Caltrans District 4 Office has presented the amendment to the Agreement to Caltrans Headquarters and received approval.

In the Phase 1 budget, \$100,000 would be transferred from the Bus Ramp project, and \$100,000 would be transferred from Bus Storage Permits & Fees. Funding for the \$200,000 for the Bus

Storage efforts would be split between a Proposition K grant and the City Financing. TJPA must approve, in advance, any significant changes in the schedule or estimated cost of the Caltrans services that are subject to reimbursement under the Agreement.

RECOMMENDATION:

Staff recommends that the Board authorize the Executive Director to execute Amendment No. 1 to Cooperative Agreement #04-2463 between the TJPA and Caltrans for independent quality assurance and construction oversight services for certain elements of the Bus Storage Facility project for an amount not to exceed \$200,000 and reduce the cost of State services related to the Bus Ramp improvements from \$400,000 to \$300,000.

ENCLOSURES:

1. Resolution
2. Amendment No. 1 to Agreement #04-2463

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, The California Department of Transportation (Caltrans) manages certain State right-of-way and State highway infrastructure, including Interstate 80; and

WHEREAS, Certain elements of the Transbay Transit Center Program, including the Bus Storage Facility, connect with the State highway infrastructure and are located within State right-of-way; and

WHEREAS, On July 3, 2014, the Transbay Joint Powers Authority (TJPA) and Caltrans entered into a Cooperative Agreement No. 04-2463 (Agreement) for Caltrans to provide independent quality assurance (IQA) and construction oversight services for the Bus Ramp elements of the Transbay Transit Center Program to be constructed within or abutting the State of California right of way; and

WHEREAS, Certain elements of the Bus Storage Facility within or abutting State right-of-way also require Caltrans to provide certain review and oversight during the construction process; and

WHEREAS, Caltrans will provide IQA of the Bus Storage Facility elements within or abutting State of California right-of-way at no cost to the TJPA; and

WHEREAS, Caltrans will provide construction oversight services of certain elements of the Bus Storage Facility within or abutting the State right-of-way, in addition to the IQA, subject to reimbursement by the TJPA; and

WHEREAS, Staff has negotiated an amendment to the Agreement between the TJPA and Caltrans that identifies the IQA and other construction oversight services to be provided by Caltrans for the Bus Storage Facility elements within or abutting the State right-of-way, at an amount not to exceed \$200,000; and

WHEREAS, The parties hereto have also agreed to reduce the cost of State services for the Bus Ramp improvements from \$400,000 to \$300,000. The net cost of this amendment is \$100,000 and the total estimated cost of State services with respect to the Bus Ramp and Bus Storage Facility is now \$500,000; and

WHEREAS, Under the amendment to the Agreement, the TJPA retains the authority to issue task orders to Caltrans, defining the scope of work, budget, and schedule for services to be performed by Caltrans, and the TJPA must approve, in advance, significant changes in the schedule or estimated cost of the Caltrans services; now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute Amendment No. 1 to Cooperative Agreement No. 04-2463 in substantially the form

attached, which stipulates a net increase of \$100,000 and a maximum compensation of \$500,000 and for a term to commence on the effective date and terminate upon completion of the Bus Storage Facility and following the parties' signing of a Cooperative Agreement Closure Statement.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of September 14, 2017.

Secretary, Transbay Joint Powers Authority

AMENDMENT NO. 1 TO AGREEMENT 04-2463

This Amendment 1 to Agreement (AMENDMENT 1), entered into, and effective on _____, 2017, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the:

TRANSBAY JOINT POWERS AUTHORITY, a joint powers agency created under California Government Code sections 6500 et seq., referred to herein as "TJPA."

RECITALS

1. The parties hereto entered into a Cooperative Agreement (District Agreement No. 04-2463, referred to herein as AGREEMENT) on July 3, 2014, to define the terms and conditions for constructing, financing, owning, operating and maintaining certain improvements (IMPROVEMENTS) to the I-80 and associated STATE facilities, resulting from the Transbay Transit Center project within the area of TJPA jurisdiction in the City and County of San Francisco. AGREEMENT specifically addresses the Bus Ramps portion of IMPROVEMENTS, referred to herein as "PROJECT" and shown in Attachment 2 of said AGREEMENT.
2. Under AGREEMENT, (a) TJPA is to perform 100% of the work for IMPROVEMENTS, (b) TJPA is willing to fund 100% of all capital and construction support costs for IMPROVEMENTS, (c) STATE is responsible for IQA at no cost to TJPA, (d) STATE is to perform certain review services (STATE SERVICES) for the Bus Ramps part of IMPROVEMENTS, that are beyond STATE's IQA, for an estimated completion cost of \$400,000, (e) TJPA will prepare the contract documents and advertise, award, and administer the construction contract for IMPROVEMENTS, (f) TJPA is the CEQA lead agency for PROJECT and (g) Federal Transit Administration is the NEPA lead agency for PROJECT.
3. The parties hereto have decided to expand PROJECT and include in AGREEMENT the proposed Bus Storage Facility part of IMPROVEMENTS, located west of the Transbay Transit Center, in an area shown in Attachment 3, attached hereto and made a part of AMENDMENT 1. The parties hereto agree that STATE will be responsible for IQA for Bus Storage Facility at no cost to TJPA and will charge up to \$200,000 for the Bus

Storage Facility STATE SERVICES that are beyond STATE's IQA. The parties hereto have also agreed to reduce the cost of STATE SERVICES for the Bus Ramps part of IMPROVEMENTS from \$400,000 to \$300,000. The total cost of STATE SERVICES for IMPROVEMENTS with respect to Bus Ramps and Bus Storage Facility is now \$500,000.

4. The parties hereto wish to enter into AMENDMENT 1 (District Agreement No. 04-2463-A1) to (a) include said Bus Storage Facility in PROJECT and (b) reflect the revised cost of STATE SERVICES as discussed above in Recital 3.

IT IS THEREFORE MUTUALLY AGREED

5. Exhibit A of AGREEMENT is hereby replaced in its entirety by Exhibit A1, attached hereto and made a part of AMENDMENT 1. Any reference to Exhibit A will now be deemed a reference to Exhibit A1.
6. Exhibit B of AGREEMENT is hereby replaced in its entirety by Exhibit B1, attached hereto and made a part of AMENDMENT 1. Any reference to Exhibit B will now be deemed a reference to Exhibit B1.
7. All other terms and conditions of AGREEMENT shall remain in full force and effect.
8. AMENDMENT 1 is deemed to be a part of, and is included in, AGREEMENT.

SIGNATURES

STATE OF CALIFORNIA
Department of Transportation

TRANSBAY JOINT POWERS AUTHORITY

By: _____
Deputy District Director

By: _____
Executive Director

Approved as to form and procedure:



Attorney
Department of Transportation

Attest: _____
Board Secretary

Certified as to funds:



District Budget Manager

Approved as to form:

Attorney

Certified as to financial terms and
policies:



Accounting Administrator

EXHIBIT A1
IMPROVEMENTS COST ESTIMATE

Item	STATE	TJPA
Estimated Cost of IMPROVEMENTS on State Right of Way:	-	-
Bus Ramps	\$0	\$12,400,000
Bus Storage Facility	\$0	\$20,000,000
Construction Support for IMPROVEMENTS:		
Bus Ramps	\$0	\$1,110,000
Bus Storage Facility	\$0	\$1,250,000
State-Furnished Materials for IMPROVEMENTS	\$0	\$0
Total for IMMROVEMENTS	\$0	\$34,760,000

EXHIBIT B1

Cost Proposal for STATE SERVICES for oversight of IMPROVEMENTS

Description	Hours	Dollars
Bus Ramps	1875	\$300,000
Bus Storage Facility	1250	\$200,000
Total	3125	\$500,000