

**THIS STAFF REPORT COVERS CALENDAR ITEM NO.: 10
FOR THE MEETING OF: October 14, 2010**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to amend Agreement No. 03-02-DTX ENGR-001, *Engineering Design Services for Caltrain Downtown Extension Project Term 2 (2008-2011)*, (the "Agreement"), between the Transbay Joint Powers Authority (TJPA) and Parsons Transportation Group (Parsons) to provide Additional Services as authorized through NTPs by the TJPA for services including, but not necessarily limited to, the following:

- Interfacing with and reviewing documents produced by Caltrain, the California High Speed Rail Authority (CHRSA), and the Federal Railroad Administration (FRA);
- Providing support to the design team for the Transbay Transit Center on the interface between the DTX and the Transit Center and the rail systems to be installed in the Transit Center;
- Reviewing and providing technical support to update documents as necessary; and
- Providing cost estimating and risk management services to assist in producing an updated Phase 2 Budget.

SUMMARY:

- On December 16, 2004, the Transbay Joint Powers Authority (TJPA) Board of Directors authorized the Executive Director to execute an Engineering Design Professional Services Agreement (Agreement) with Parsons (Contractor) for an initial three (3) year term and a maximum compensation of \$23,035,142.
- Parsons assisted with the development of the Program and performed the scope of services efficiently and in a cost effective manner. Through Term 1, \$13,811,557 was expended. In 2008, the TJPA negotiated a renewal with Parsons and recommended that the TJPA Board of Directors extend the agreement.
- On June 20, 2008, the TJPA Board authorized the Executive Director to renew the Agreement with Parsons for an additional three (3) year term and a maximum compensation of \$10,710,000.
- Parsons has completed and delivered the studies, drawings, reports and other deliverables outlined in the initial authorization under the renewed Agreement.
- The Transit Center Program, including the DTX, Transit Center, and interface with the California High Speed Rail Authority (CHSRA), Caltrain, and the Federal Railroad Administration (FRA) require the on-going support of an experienced and knowledgeable engineering design team.
- The TJPA recommends that the Board of Directors authorize amending the Agreement to allow Parsons to perform continuing engineering services.

EXPLANATION:

The Caltrain Downtown Extension project requires a multi-disciplinary engineering design team to provide engineering services on behalf of the TJPA and assist in planning, managing and implementing this large and complex public infrastructure project. The project consists of a broad range of infrastructure improvements, including:

- a 1.3 mile extension of rail alignment in a mined and cut-and-cover tunnel with supporting systems through the rapidly developing South of Market section of San Francisco,
- rail systems with associated electrification, signal and supporting infrastructure,
- an operational plan for a Transit Center that will include rail and bus operations

The Parsons team provides a wide variety of technical expertise and extensive past experience in coordinating complex multi-disciplinary projects. The engineering team has expertise in transit tunnel design and construction; geotechnical engineering; railroad engineering; electrified rail systems; rail, bus and passenger operations planning; and other general civil engineering disciplines.

The continuing areas of responsibility of the engineering consultant are as follows:

- Project Management
- Design Criteria
- Rail Operations Analysis
- Rail and Civil Engineering Design
- Geotechnical Engineering
- Cut and Cover Structures
- Engineering Support
- Quality Assurance
- Preliminary Engineering Report Addenda

CONTRACT STATUS:

On February 4, 2004, the TJPA issued a revised RFP for a consultant to provide engineering design services for the Caltrain Downtown Extension project for up to nine (9) years.

On December 16, 2004, the TJPA Board authorized the Executive Director to execute a contract with Parsons for a maximum compensation of \$23,035,142 and a term of three (3) years for Engineering Design services to the TJPA. Through Term 1, \$13,811,557 was expended. Upon completion of the scope under the initial term, the TJPA negotiated a renewal with Parsons and recommended that the TJPA Board of Directors extend the agreement.

On June 20, 2008, the TJPA Board of Directors authorized the Executive Director to execute a renewed Agreement with Parsons for Engineering Design services for a second term of three (3) years (2008 – 2011) for a maximum compensation of \$10,710,000.

Parsons has completed the scope outlined in Term 2 of the Agreement, but Parsons engineering services are still required for the continuation of preliminary engineering for the Caltrain Downtown Extension project originally envisioned in the contract and to maintain communication and coordination with CHSRA, Caltrain, and the FRA.

AGREEMENT PROVISIONS:

Additional Services performed under this Amendment will be authorized by TJPA staff through the issuance of notice to proceed. Notice to proceed letters and attachments will establish scope of work and schedule requirements and specify deliverables. They will also specify the maximum allowable amount of compensation, including fixed fee. This process will facilitate management of contract expenditures while providing engineering design services to the TJPA. Other terms of the Agreement are unchanged by this Amendment, including all indemnification and insurance coverage requirements.

BUDGET IMPACT:

Approval of this contract amendment and its estimated cash flow will increase the amount included in the TJPA Fiscal Year 2011 Budget by \$460,000, for a total budget of \$1,210,000. The increase in the line item will be offset by budgetary savings in other line items and will not increase the total budget amount for FY 2010-11.

RECOMMENDATION:

Staff recommends that the Board authorize the Executive Director to amend Agreement No. 03-02-DTX ENGR-001, *Engineering Design Services for Caltrain Downtown Extension Project Term 2 (2008-2011)*, to provide for an additional services over the original term of the agreement through June 30, 2011, in an amount not to exceed \$1,200,000, including all professional engineering and management services arising out of or relating to the Additional Services.

ENCLOSURES:

1. Resolution
2. Amendment

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, On December 16, 2004, the Transbay Joint Powers Authority (TJPA) Board of Directors unanimously resolved to authorize the Executive Director to execute a Professional Services Agreement (Agreement) for Engineering Design Services for the Caltrain Downtown Extension project with Parsons Transportation Group, Inc. (Contractor) for an initial three (3) year term with the option to renew the Agreement for an additional six (6) year term and a maximum compensation of \$23,035,142, of which \$13,811,557 was expended; and

WHEREAS, On June 20, 2008, the TJPA Board of Directors authorized the Executive Director to execute a renewed Agreement with Parsons for Engineering Design services for a second term (2008 – 2011) of three (3) years at a total cost not to exceed \$10,710,000; and

WHEREAS, Parsons has completed and delivered the studies, drawings, reports and other deliverables outlined in the initial authorization under the renewed Agreement for the contract amount; and

WHEREAS, The TJPA wishes Parsons to provide continuing technical support to the TJPA in interfacing with and reviewing documents produced by Caltrain, the California High Speed Rail Authority (CHRSA), and the Federal Railroad Administration (FRA); providing support to the design team for the Transbay Transit Center on the interface between the DTX and the Transit Center; providing on-going cost estimating and risk management services, and other related services as required; and

WHEREAS, The TJPA Executive Director has determined that Parsons, teamed with Arup and Jacobs Associates, is well qualified to continue to perform the scope of services in a cost effective manner; now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute Amendment No. 1 to the Agreement with Parsons for Engineering Design professional services for the Caltrain Downtown Extension project for a maximum compensation of \$1,200,000; and be it further

RESOLVED, That the TJPA Board of Directors authorizes the amendment of the TJPA Fiscal Year 2011 Budget to increase the line item for Downtown Extension Engineering & Design by \$460,000 to \$1,210,000.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of October 14, 2010.

Secretary, Transbay Joint Powers Authority

AGREEMENT
AMENDMENT NO. 01
BETWEEN
TRANSBAY JOINT POWERS AUTHORITY
AND
PARSONS TRANSPORTATION GROUP, INC.

THIS AMENDMENT for AGREEMENT is entered into as of the _____ day of _____, 2010 by and between the TRANSBAY JOINT POWERS AUTHORITY (“TJPA”) and Parsons Transportation Group, Inc. (the “Contractor”).

By this Amendment No. 01 the TJPA and the Contractor hereby modify Agreement No. 03-02-DTX ENGR-001, *Engineering Design Services for Caltrain Downtown Extension Project Term 2 (2008-2011)*, dated June 20, 2008 (the "Agreement"), only to the extent expressly provided in this Amendment No. 01. All other terms and conditions of the Agreement shall remain in full force and effect.

Recitals

- A.** On January 7, 2005, the Executive Director executed an agreement (Agreement No. 03-02-DTX ENGR-000) with Parsons Transportation Group, Inc. for Engineering Design Services (the "DTX Agreement"). The original agreement included a term of three years with an option for a second six-year term.
- B.** On June 20, 2008, the TJPA Board authorized the Agreement exercising the TJPA’s option to have the Contractor continue professional engineering design services for the Caltrain Downtown Extension Project (the “Project”) for a second term. On July 1, 2008, (the "Effective Date") the first Notice to Proceed was issued. The current term continues through June 30, 2011.
- C.** By this Amendment, the TJPA authorizes Additional Services to have the Contractor continue to provide technical support to the TJPA in interfacing with and reviewing documents produced by Caltrain, the California High Speed Rail Authority (CHRSA), and the Federal Railroad Administration (FRA); providing support to the design team for the Transbay Transit Center on the interface between the DTX and the Transit Center and the rail systems to be installed in the Transit Center; reviewing and providing technical support to update environmental documents as necessary; and providing cost estimating and risk management services to assist in producing an updated Phase 2 Budget.
- D.** Contractor represents and warrants that it is qualified to perform the services required by TJPA as set forth under this Agreement.
- E.** TJPA and Contractor intend that this Agreement comply with the regulations of the United States Department of Transportation (“USDOT”).

Now, THEREFORE, the parties agree as follows:

Terms and Conditions

General

- 1.** The Contractor shall provide technical support as-needed and as authorized through NTPs by the TJPA including, but not necessarily limited to the following:
 - i.** interfacing with and reviewing documents produced by Caltrain, the California High Speed Rail Authority (CHRSA), and the Federal Railroad Administration (FRA);
 - ii.** providing support to the design team for the Transbay Transit Center on the interface between the DTX and the Transit Center and the rail systems to be installed in the Transit Center;
 - iii.** reviewing and providing technical support to update documents as necessary; and
 - iv.** providing cost estimating and risk management services to assist in producing an updated Phase 2 Budget.

Responsibilities and Liabilities

2. The Contractor shall remain responsible in accordance with the terms of the Agreement as modified by this Amendment No. 01 for all services described under Agreement. Nothing in this Amendment No. 01 shall modify or abrogate the rights and responsibilities under the Agreement, including all indemnification and insurance coverage requirements.

Fee Structure

3. This Amendment No. 01 authorizes Additional Services Fees in an amount not to exceed \$1,200,000. Such amount shall cover all professional engineering and management services arising out of or relating to the Additional Services. These Additional Services shall be authorized by the TJPA under Notices to Proceed (NTPs) describing the authorized scope, period of performance, and corresponding fee.

4. The TJPA shall pay the Contractor its Additional Services Fee as provided in the Agreement. TJPA shall not be liable or responsible for any direct payment to the Contractor's subconsultants. Under no circumstances shall the TJPA be responsible for an Additional Services Fee under Amendment No. 01 in excess of \$1,200,000, or such lesser amount as provided and authorized under NTPs issued in accordance with this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this contract Amendment No. 01 on the day first mentioned above.

TRANSBAY JOINT POWERS AUTHORITY

Maria Ayerdi-Kaplan
Executive Director

Transbay Joint Powers Authority
Board of Directors
Resolution No. _____
Adopted: _____
Attest:

Secretary, TJPA Board

Approved as to Form:

Dennis J. Herrera, City Attorney

By _____
Deputy City Attorney

Contractor

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 55, San Francisco's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

Authorized Signature

Printed Name

Title

Parsons Transportation Group, Inc.

Company Name

100 M Street S.E., Suite 1200

Address

Washington, DC 20003-3513

City, State, ZIP

Phone Number

Federal Employer ID Number