

**STAFF REPORT FOR CALENDAR ITEM NO.: 11
FOR THE MEETING OF: April 11, 2019**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute Amendment No. 4 to Intergovernmental Agreement No. IGA-09-018- MTA (Agreement) between the Transbay Joint Powers Authority (TJPA) and the San Francisco Municipal Transportation Agency (SFMTA) to reallocate task budgets within the total existing budget of \$5,393,677 and extend the term of the Agreement to December 31, 2019.

EXPLANATION:

Construction of the Transbay Transit Center Program (Program) has required close coordination with the SFMTA to ensure the safe and efficient movement of vehicular and bus traffic around the Program area during and after construction, including the rerouting of numerous diesel and trolley bus lines that operate within the Program area. Construction of the Program also requires traffic planning, traffic signal changes, and lane reconfigurations. On April 9, 2009, the TJPA Board of Directors (TJPA Board) authorized the Executive Director to execute the Agreement with SFMTA for project management services, construction management services, overhead contact system (OCS) inspection and engineering support services, and traffic engineering services for the Program's Phase 1 components including the Temporary Terminal, demolition of the then existing Transbay Terminal, utility relocation, Bus Storage Facility, and Transbay Transit Center. The original Agreement amount was \$2,282,979, with an expiration date of December 31, 2014.

On July 15, 2010, the TJPA Board authorized the Executive Director to execute Amendment No. 1 to the Agreement, allowing for SFMTA to provide parking control officers during key commute hours to manage traffic on the streets around the Temporary Terminal and to facilitate transit bus access along Folsom Street leading to the Essex Street on-ramp to the San Francisco–Oakland Bay Bridge. Amendment No. 1 increased the Agreement budget by \$997,698 to cover the costs of this additional scope, resulting in a not-to-exceed Agreement budget of \$3,280,677, and extended the term of the Agreement to December 15, 2015.

On February 14, 2013, the TJPA Board authorized the Executive Director to execute Amendment No. 2 to the Agreement, allowing SFMTA to provide additional services associated with the Bus Storage Facility and the Transit Center, as well as the Beale Street temporary traffic bridge, Muni traction power duct bank, and Bus Ramp. Amendment No. 2 increased the Agreement budget by \$2,113,000 resulting in a not-to-exceed budget of \$5,393,677 and extended the term of the Agreement to December 31, 2017.

On July 13, 2017, the TJPA Board authorized the Executive Director to execute Amendment No. 3 to the Agreement, allowing SFMTA to provide additional services associated with the

installation of ticket vending machines within the Transit Center, as well as reallocation of task budgets within the total existing budget of \$5,393,677 associated with the Temporary Terminal, transit center, and Bus Ramp, and extending the term of the Agreement to June 30, 2018.

The original Agreement, as amended, assumed transit operations would move from the Temporary Terminal to the Transit Center by early 2018; however, the actual opening did not occur until August 2018 and, post-temporary closure related to the fissure, transit operations are now anticipated to re-initiate in 2019. Construction of traffic signals occurred in early 2019 and signal activation as well as traffic signage and markings will be completed dependent upon Pacific Gas and Electric (PG&E) energization of the traffic signals at Beale, First and Fremont Streets. Energization work by PG&E has been delayed due to electrical part availability; electrical power for signals will be completed by mid-2019. The term of the Agreement requires extension to allow scope of work associated with transit center operational readiness. Amendment No. 4 thus authorizes the continuation of services related to SFMTA traffic signals, traffic striping, OCS and Traction Power services, and extends the term of the Agreement to December 31, 2019.

Due to extended operations at the Temporary Terminal, additional parking control officer services were required from May 2018 through August 2018. The Not to Exceed (NTE) budgets for tasks described in Agreement Exhibits A5 and A7 are amended as shown below (there is no change to Exhibits A1, A2, A3, A4, A6, A8, A9, A10 and A11):

Exhibit	Description	Original NTE Budget	Modified NTE Budget
A5	Bus Storage Facility Traffic Planning		
	DPT Traffic Engineering	\$29,000	\$29,000
	SFMTA Project Management and Engineering	\$130,000	\$90,000
	SFMTA Traffic Engineering	\$60,000	\$60,000
	SFMTA Shop Services	\$50,000	\$50,000
A7	Temporary Terminal Operations Parking Control Officers	\$1,072,698	\$1,112,698
Total Not to Exceed Contract Amount		\$5,393,677	\$5,393,677

RECOMMENDATION:

Staff recommends that the Board of Directors authorize the Executive Director to execute Amendment No. 4 to reallocate task budgets and extend the term of the Agreement to December 31, 2019. The Agreement’s total not-to-exceed budget of \$5,393,677 would remain unchanged.

ATTACHMENTS:

1. Resolution
2. Amendment No. 4

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, On April 9, 2009, the Transbay Joint Powers Authority (TJPA) Board of Directors (Board) authorized the Executive Director to execute an intergovernmental agreement (Agreement) with the San Francisco Municipal Transportation Agency (SFMTA); and

WHEREAS, On July 21, 2009, the TJPA and the SFMTA entered into the Agreement; and

WHEREAS, Under Article I, Scope of Services of the Agreement, the SFMTA agreed to perform project management services, construction management services, overhead contact system inspection and engineering support services, and traffic engineering services for the Temporary Terminal, demolition of the then existing Transbay Terminal, utility relocation, Bus Storage Facility, and Transit Center components of the Transbay Transit Center Program; and

WHEREAS, The Agreement provided that the budget for the Agreement would not exceed \$2,282,979 and an expiration date of December 31, 2014; and

WHEREAS, On July 15, 2010, the TJPA Board authorized the Executive Director to execute Amendment No. 1 to the Agreement to provide SFMTA parking control officer services related to the operation of the Temporary Terminal during key commute hours, increasing the budget by \$997,698 to \$3,280,677 and extending the term of the Agreement to December 15, 2015; and

WHEREAS, On February 14, 2013, the TJPA Board authorized the Executive Director to execute Amendment No. 2 to the Agreement to provide additional services associated with the Bus Storage Facility and Transit Center, as well as the Beale Street temporary traffic bridge, Muni traction power duct bank, and Bus Ramp, increasing the budget by \$2,113,000 resulting in a not-to-exceed Agreement budget of \$5,393,677 and extending the term of the Agreement to December 31, 2017; and

WHEREAS, On July 13, 2017, the TJPA Board authorized the Executive Director to execute Amendment No. 3 to the Agreement to provide additional services associated with the installation of ticket vending machines within the Transit Center, as well as reallocation of task budgets associated with the Temporary Terminal, transit center, and Bus Ramp, retaining the total not-to-exceed Agreement budget of \$5,393,677 and extending the term of the Agreement to June 30, 2018; and

WHEREAS, The original Agreement, as amended, assumed transit operations would move from the Temporary Terminal to the Transit Center by early 2018; however, the Temporary Terminal operations were extended to August 2018, resulting in a need to reallocate budget; and

WHEREAS, certain SFMTA work was delayed due to third party utility work that is currently scheduled to be completed by June 2019; now, therefore, be it

RESOLVED, That the TJPA Board authorizes the Executive Director to execute Amendment No. 4 to the Agreement with SFMTA to reallocate task budgets and to extend the term of the Agreement from June 30, 2018 to December 31, 2019, in substantially the form attached hereto subject to such modifications as the Executive Director and SFMTA deem prudent without changing the overall scope, total authorized budget, or total approved term.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of April 11, 2019.

Secretary, Transbay Joint Powers Authority

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

This Amendment is made this _____ day of _____, 2019, 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 the TJPA have entered into an intergovernmental agreement dated July 21, 2009, for traffic engineering, overhead contact system ("OCS") design, and construction management services related to the Temporary Transbay Terminal, demolition of the then existing Transbay Terminal, utility relocation, Bus Storage Facility, and transit center work for the Transbay Transit Center Program ("Agreement"); and

WHEREAS, SFMTA and the TJPA entered into a First Amendment to the Agreement on August 9, 2010, adding SFMTA parking control officer services for the operation of the Temporary Terminal during key commute hours to the scope of work, increasing the contract amount and extending the term of the Agreement; and

WHEREAS, SFMTA and the TJPA entered into a Second Amendment to the Agreement on May 17, 2013, to provide additional services associated with the Bus Storage Facility and the transit center, as well as the Beale Street temporary traffic bridge, Muni traction power duct bank, and Bus Ramp, increasing the contract amount and extending the term of the Agreement; and

WHEREAS, SFMTA and the TJPA entered into a Third Amendment to the Agreement on December 8, 2017, to provide additional services associated with the installation of ticket vending machines within the Transit Center, as well as reallocation of funds for tasks associated with the Temporary Terminal, transit center, and Bus Ramp, and extending the term of the Agreement to June 30, 2018; and

WHEREAS, Since the Third Amendment to the Agreement assumed transit operations would begin at the TJPA transit center in early 2018 but the actual opening did not occur until August 2018, this Fourth Amendment extends the term of the Agreement to continue support for initial transit operations from July 2018 to December 2019, and reallocates funding within the task budgets of Exhibits A5 and A7, with no change in the total not-to-exceed budget of \$5,393,677; and

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

NOW, THEREFORE, the 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, including the First Amendment dated August 9, 2010, the Second Amendment dated May 17, 2013, and the Third Amendment dated December 8, 2017.
- 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. Exhibits A5 (Bus Storage) and A7 (Temporary Terminal Operations)

Amended Exhibits A5 and A7 are attached to this Amendment and incorporated by reference as though fully set forth herein, and replace the prior Exhibits A5 and A7 in their entirety.

b. Section III. Term; Termination

Subsection A shall be replaced in its entirety to read as follows:

- A. Term.** This Agreement will commence on the Effective Date and terminate on December 31, 2019, unless extended by the parties or terminated earlier by the parties.

3. Legal Effect. Except as expressly modified by this Fourth 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**

Mark Zabaneh
Executive Director

Edward D. Reiskin
Director of Transportation

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By _____
Deborah L. Miller
TJPA Legal Counsel

Dennis J. Herrera, City Attorney
By _____
John I. Kennedy
Deputy City Attorney

Transbay Joint Powers Authority
Board of Directors

SFMTA Board of Directors

Resolution No. _____

Resolution No. _____

Adopted: _____

Dated: _____

Attest: _____

Attest:

Secretary, SFMTA Board

Board of Supervisors
Resolution No. _____

Adopted: _____

Attest: _____
Clerk of the Board

AMENDED EXHIBIT A5
BUS STORAGE FACILITY
TRAFFIC PLANNING BY SFMTA

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

- I. SFMTA shall provide traffic planning and engineering services for the new Bus Storage Facility (BSF) located between Perry and Stillman streets and 2nd and 3rd streets.
- 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

B. Scope of SFMTA (MUNI) Project Management, Planning and Coordination, Engineering, Construction Management Support, and Inspection Services:

- I. The TJPA is constructing a Bus Storage Facility (BSF) on a block bounded by Second, Third, Stillman, and Perry Streets. The BSF will require the relocation of a combined OCS/streetlight pole and foundation, the relocation of an existing SFMTA bus shelter on Third Street, construction of a bulb-out at the SE corner of Third and Stillman Streets, traffic lane restriping and other site work. The SFMTA shall provide planning and coordination support, engineering, construction management support, and inspection services for the construction of the BSF.
- II. The scope of SFMTA's MUNI services is limited to the following:
 - Provide construction plans, sequencing plans, specifications, and construction cost estimates for the OCS including new wires, support spans and bracket arms.
 - Relocate existing trolley poles to allow proper clearance for buses entering and exiting the proposed storage yard.
 - Provide demolition design of existing trolley poles where required.
 - Review site investigation/existing as-built documents.
 - Participate in coordination meetings with City agencies, TJPA and TJPA's design team.
 - Provide as-needed services in conjunction with the bidding of the contract documents.
 - Coordinate and interface with project team members including TJPA, TJPA contractor through TJPA Construction Manager consultant (CM), and SFMTA (including SFMTA resident engineer, inspectors, Muni Maintenance and Operations).

- Assist TJPA in coordinating needed Muni trolley coach re-routes/stop changes during construction shutdowns.
- Assist TJPA CM-Resident Engineer in submitting contractor's clearance requests to SFMTA's Operation Central Control (OCC) and attending clearance meetings.
- Call in and close out daily OCC clearances.
- Provide inspection services (days, nights, and weekends) for the work.
- Issuing daily inspector reports for the work.
- Provide full-time monitoring whenever 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.
- Attend progress, coordination, and traffic management meetings for the work.
- Assist TJPA CM-Resident Engineer in reviewing submittals and RFIs by providing comments and recommendations.
- Assist TJPA CM-Resident Engineer in reviewing work progress and contractor's submitted work plan.
- Assist TJPA CM-Resident Engineer in processing progress payments by issuing recommendations for quantity measurement and completion.
- Assist TJPA CM-Resident Engineer in the management of change orders related to the work that affects SFMTA's operations.
- Assist TJPA CM-Resident Engineer in reviewing Contract Change Order Requests and changes related to the work.

III. The scope of SFMTA's services is based upon the following assumptions:

- Baseline survey, existing underground utility information, and BSF drawings will be provided to SFMTA.
- 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.
- Additional work triggered by the relocation of trolley poles (curb ramp reconstruction, traffic signal, mast arm, and traffic sign relocation, etc.) shall be addressed and designed by others.
- All associated civil design elements (e.g., passenger boarding islands) shall be designed and addressed by other parties.
- All new poles shall be designed using standard poles with standard cobra type streetlights.
- Sub-sidewalk basement special foundations, and eyebolts to buildings, if any, shall be addressed and designed by other parties.

Not to Exceed Budget: ~~\$130,000~~ \$90,000

C. Scope of SFMTA Traffic Engineering and Shop Services:

- I. SFMTA shall provide traffic engineering services for the construction of the BSF.
- II. The scope of SFMTA’s Traffic Engineering and Shop services is limited to the following:
 - Review and approve design of Stillman Street bulb-out at Third Street, traffic lane re-striping on Third Street and other related work.
 - Approve relocation of SFMTA bus shelter on Third Street.
 - Review of two driveways into the BSF at Third Street and at Stillman Street.
 - Review plans for link ramp construction.
 - Coordination with SFMTA shops for installation of signs, pavement markings and parking meters; prepare work authorizations as required.
 - Prepare legislation as required.
 - Attended weekly progress meeting

SFMTA Traffic Engineering \$60,000

SFMTA Shop Services \$50,000

Not to Exceed Budget: \$110,000

AMENDED EXHIBIT A7
TEMPORARY TERMINAL OPERATIONS
PARKING CONTROL OFFICER SERVICES

A. Scope of SFMTA (DPT) Parking Control Officer Services:

- I. TJPA is constructing a Temporary Transbay Terminal at Howard Street between Beale and Main streets. SFMTA shall provide two parking control officers (PCOs) at key intersections to facilitate bus movement between the Temporary Terminal and the Bay Bridge as indicated in Temporary Transbay Terminal Posts for PM Commutes. The SFMTA shall be reimbursed for these services based on the rates set forth in Transbay Transit Center Program Reduced City Traffic Control Estimate.

- II. The scope of SFMTA's services is limited to the following:
 - Prior to scheduled opening of the Temporary Terminal, participate in initial planning session with TJPA to identify intersections where budgeted PCOs will be stationed.
 - In accordance with attached spreadsheet, provide PCOs on City streets at key commute hours to manage and direct traffic on the streets around the Temporary Terminal and the streets leading up to the Essex St. on ramp to the Bay Bridge as directed by the TJPA.

Not to Exceed Budget ~~\$1,072,698~~ \$1,112,698