

**THIS PRINT COVERS CALENDAR ITEM NO. : 10.5**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Capital Programs and Construction

**BRIEF DESCRIPTION:**

Approving the Fourth Amendment to Agreement No. CS-159, an Intergovernmental Agreement between the Transbay Joint Powers Authority (TJPA) and the San Francisco Municipal Transportation Agency (SFMTA), to reallocate funding within existing task budgets and extend the term of the Agreement from June 30, 2018 to December 31, 2019 at no additional cost, and requesting Board of Supervisors' approval pursuant to Charter Section 9.118.



**SUMMARY:**

- On July 21, 2009, the SFMTA Board of Directors authorized Agreement No. CS-159, an Intergovernmental Agreement between the TJPA and the SFMTA (the Agreement), for the SFMTA to provide project management services, construction management services, and engineering services to TJPA.
- The Fourth Amendment authorizes the reallocation of funding within existing task budgets and extension of the contract term to December 31, 2019 at no additional cost.
- Board of Supervisor's approval is needed for the Fourth Amendment.

**ENCLOSURES:**

1. SFMTAB Resolution
2. Fourth Amendment to Contract No. CS-159

**APPROVALS:**

	<b>DATE</b>
DIRECTOR  _____	May 13, 2019
SECRETARY  _____	May 13, 2019

**ASSIGNED SFMTAB CALENDAR DATE:** May 21, 2019

**PURPOSE**

Approving the Fourth Amendment to Agreement No. CS-159, an Intergovernmental Agreement between the Transbay Joint Powers Authority (TJPA) and the San Francisco Municipal Transportation Agency (SFMTA), to reallocate funding within existing task budgets and extend the term of the Agreement from June 30, 2018 to December 31, 2019 at no additional cost, and requesting Board of Supervisors' approval pursuant to Charter section 9.118.

**STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES**

The Third Amendment to Agreement No. CS-159 would assist in the implementation of the following goals, objectives and initiatives in the SFMTA Strategic Plan:

Goal 1: Create a safer transportation experience for everyone.

Objective 1.2: Improve the safety of the transit system; and

Objective 1.3: Improve security for transportation system users.

Goal 2: Make transit and other sustainable modes of transportation the most attractive and preferred means of travel.

Objective 2.1: Improve transit service; and

Objective 2.2: Enhance and expand use of the city's sustainable modes of transportation

Transit First Principles:

1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods
2. Public transit, including taxis and vanpools, is an economically and environmentally sound alternative to transportation by individual automobiles. Within San Francisco, travel by public transit, by bicycle and on foot must be an attractive alternative to travel by private automobile.
3. Decisions regarding the use of limited public street and sidewalk space shall encourage the use of public rights of way by pedestrians, bicyclists, and public transit, and shall strive to reduce traffic and improve public health and safety
4. Transit priority improvements, such as designated transit lanes and streets and improved signalization, shall be made to expedite the movement of public transit vehicles (including taxis and vanpools) and to improve pedestrian safety.
5. New transportation investment should be allocated to meet the demand for public transit generated by new public and private commercial and residential developments
6. The ability of the City and County to reduce traffic congestion depends on the adequacy of regional public transportation. The City and County shall promote the use of regional mass transit and the continued development of an integrated, reliable, regional public transportation system.
7. The City and County shall encourage innovative solutions to meet public transportation needs wherever possible and where the provision of such service will not adversely affect the service provided by the Municipal Railway
8. Parking policies for areas well served by public transit shall be designed to encourage travel by public transit and alternative transportation

**DESCRIPTION**

The TJPA is responsible for designing, constructing and operating the new Transbay Transit Center (Center) at the site of the previous Transbay Terminal at First and Mission Streets in downtown San Francisco. The new Transbay Transit Center will create a new regional intermodal transportation terminal for connecting various transit systems, including an extension of the Caltrain rail line underground from its current terminus at 4<sup>th</sup> and King Streets.

Construction of the Center has required close coordination with the SFMTA to ensure the safe and efficient movement of vehicular and bus traffic around the Center area during and after construction, including the rerouting of numerous diesel and trolley bus lines that operate within the Center area. Construction of the Center also requires traffic planning, traffic signal changes, and lane reconfigurations. On June 21, 2009, the SFMTA Board of Directors approved the Agreement to provide services to the TJPA in the areas of project management, construction management, overhead contact system inspection and engineering support, and traffic engineering for the Temporary Terminal, demolition, utility relocation, bus storage, and transit center projects, with a total contract amount of \$2,282,979 until December 31, 2014.

On November 16, 2010, the SFMTA Board of Directors authorized the First Amendment to Agreement No. CS-159 to provide additional services, including SFMTA Parking Control Officer services, for the operation of the Temporary Transbay Terminal during key commute hours, increased the contract amount by \$997,698, for a total contract amount of \$3,280,677, and extended the term of the Agreement to December 15, 2015.

On February 5, 2013, the SFMTA Board of Directors authorized the Second Amendment to Agreement No. CS-159 to provide additional services associated with the bus storage facility and the Center, as well as the Beale Street temporary traffic bridge, Muni traction power duct bank, and Bus Ramp, increased the contract amount by \$2,113,000, resulting in a not-to-exceed contract amount of \$5,393,677, and extended the contract term until December 31, 2017.

On October 17, 2017, the SFMTA Board of Directors authorized the Third Amendment to the Agreement to add additional services related to installation of ticket vending machines in the new Transbay Transit Center, reallocate task budgets, and extend the term of the Agreement to June 30, 2018 at no additional cost.

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 existing task budgets with additional time for project close out at no additional cost.

All prior amendments to the Agreement were approved by the TJPA Board of Directors and the San Francisco Board of Supervisors. On April 11, 2019, the TJPA Board of Directors approved the Fourth Amendment to the Agreement.

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## **STAKEHOLDER ENGAGEMENT**

The TJPA, working with the SFMTA, determined that continued services including construction management, bus storage facility and parking control officer would facilitate completion of the Center.

## **ALTERNATIVES CONSIDERED**

The Board may choose to approve or not approve the Fourth Amendment. Approval of the Fourth Amendment will allow the SFMTA to maintain expected standards with inspectors to review installations, and provide continued support for the Center. Not approving the Fourth Amendment will limit the construction support for the Center from the SFMTA and potentially delay approving the installation of the SFMTA portion of the work.

## **FUNDING IMPACT**

None. The Fourth Amendment reallocates task budgets within the existing contract amount of \$5,393,677.

## **ENVIRONMENTAL REVIEW**

On April 12, 2019, the SFMTA, under authority delegated by the Planning Department, determined that the Third Amendment to Agreement No. CS-159 is not defined as a “project” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

## **OTHER APPROVALS RECEIVED OR STILL REQUIRED**

Charter Section 9.118 requires that any amendments or modifications to revenue contracts with anticipated revenues of \$1,000,000 or more be approved by the Board of Supervisors, therefore the Board of Supervisors will need to approve this amendment.

The TJPA Board of Directors approved the Fourth Amendment on April 11, 2019.

The City Attorney’s Office has reviewed this calendar item.

## **RECOMMENDATION**

Staff recommends that the SFMTA Board of Directors approve the Fourth Amendment to Agreement No. CS-159, an Intergovernmental Agreement between the TJPA and SFMTA, to reallocate funding within existing task budgets and extend the term of the Agreement from June 30, 2018 to December 31, 2019 at no additional cost, and request Board of Supervisors’ approval pursuant to Charter section 9.118.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. \_\_\_\_\_

WHEREAS, On July 21, 2009, the SFMTA Board of Directors approved Agreement No. CS-159, an Intergovernmental Agreement between the Transbay Joint Powers Authority (TJPA) and SFMTA, to provide services to the TJPA in the areas of project management, construction management, overhead contact system inspection and engineering support, and traffic engineering for the Temporary Terminal, Demolition, Utility Relocation, Bus Storage, and Transit Center projects with a maximum compensation of \$2,282,979; and,

WHEREAS, On November 16, 2010, the SFMTA Board of Directors authorized the First Amendment to Agreement No. CS-159 to provide additional SFMTA services, including SFMTA Parking Control Officer services, for the operation of the Temporary Transbay Terminal during key commute hours, increase the contract amount by \$997,698, for a total not to exceed amount of \$3,280,677, and extend the term of the Agreement to December 15, 2015; and,

WHEREAS, On February 5, 2013, the SFMTA Board of Directors authorized the Second Amendment to Agreement No. CS-159 to provide additional services associated with the Bus Storage Facility and Transbay Transit Center, as well as the Beale Street temporary traffic bridge, Muni traction power duct bank, and Bus Ramp, increase the budget by \$2,113,000 resulting in a not-to-exceed Agreement budget of \$5,393,677, and extend the term of the Agreement to December 31, 2017; and,

WHEREAS, On October 17, 2017, the SFMTA Board of Directors authorized the Third Amendment to the Agreement to add additional services related to installation of ticket vending machines in the new Transbay Transit Center, reallocate task budgets, and extend the term Amendment to June 30, 2018 at no additional costs; and,

WHEREAS, All prior amendments to the Agreement were approved by the TJPA Board of Directors and the San Francisco Board of Supervisors; 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 existing task budgets with additional time for project close out at no additional cost; and,

WHEREAS, On April 11, 2019, the TJPA Board of Directors approved the Fourth Amendment to the Agreement; and,

WHEREAS, On April 12, 2019, the SFMTA, under authority delegated by the Planning Department, determined that the Third Amendment to Contract No. CS-159 is not defined as a "project" under the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the California Environmental Quality Act determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference and, therefore be it

RESOLVED, That the SFMTA Board of Directors approves the Fourth Amendment to Agreement No. CS-159, an Intergovernmental Agreement between the Transbay Joint Powers Authority and the San Francisco Municipal Transportation Agency, to reallocate funding within existing task budgets and extend the term of the Agreement from June 30, 2018 to December 31, 2019 at no additional cost; and be it further

RESOLVED, That the SFMTA Board of Directors requests that the Board of Supervisors approve the Fourth Amendment to Agreement No. CS-159 pursuant to Charter Section 9.118.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of May 21, 2019.

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Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

**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. \_\_\_\_\_

Dated: \_\_\_\_\_

Adopted: \_\_\_\_\_

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 2<sup>nd</sup> and 3<sup>rd</sup> 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: \$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*                      **\$1,112,698**