

THIS PRINT COVERS CALENDAR ITEM NO. : 10.4

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Transit Services

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to execute Contract Modification No. 3 to Contract No. SFMTA 2009/10-22, Environmental Impact Analysis and Transportation Impact Study for the Transit Effectiveness Project with Turnstone Consulting to increase the contract amount by \$361,264, for a total contract amount not to exceed \$2,761,913.

SUMMARY:

- On September 6, 2011, the Municipal Transportation Agency Board of Directors awarded Contract No. SFMTA 2009/10-22, for an Environmental Impact Analysis and Transportation Impact Study for the Transit Effectiveness Project, to Turnstone Consulting in the amount of \$2,000,000.
- The work being performed under this contract includes providing consulting services and support related to the environmental review process for the Transit Effectiveness Project (TEP). The TEP is an ongoing systemwide program that aims to improve service reliability, reduce travel time on transit, and improve customer experiences and service efficiency, and successful implementation is dependent upon adequate environmental review.
- In two prior contract modifications, the contract amount was increased by a total of \$400,649.
- Modification No. 3 is necessary to respond to a greater than expected number of project related public comments received by the City and to conduct an analysis for several newly-added TEP project elements by increasing the contract amount by \$361,264, for a total contract amount not to exceed \$2,761,913.

ENCLOSURES:

1. SFMTAB Resolution
2. Contract Modification No. 3

APPROVALS:

DATE

DIRECTOR _____ 11/12/13

SECRETARY _____ 11/12/13

ASSIGNED SFMTAB CALENDAR DATE: November 19, 2013

PAGE 2.

PURPOSE

Authorizing the Director of Transportation to execute Contract Modification No. 3 to Contract No. SFMTA 2009/10-22 with Turnstone Consulting to increase the contract amount by \$361,264, for a total contract amount not to exceed \$2,761,913.

GOAL

The environmental review consulting services provided by Turnstone Consulting will specifically address the following SFMTA Strategic Plan goals and objectives:

Goal 1: Create a safer transportation experience for everyone;

Objective: 1.3 Improve the safety of the transportation system.

Goal 2: Make transit, walking, bicycling, taxi, ridesharing and carsharing the preferred means of travel;

Objective 2.2 Improve transit performance.

Objective 2.3 Increase use of all non-private auto modes.

Goal 3: Improve environment and quality of life in San Francisco;

Objective 3.2 Increase the transportation system's positive impact to the economy.

Objective 3.3 Allocate capital resources effectively.

Objective 3.4: Deliver services efficiently.

Goal 4: Create a workplace that delivers outstanding service;

Objective 4.4 Improve relationships and partnerships with our stakeholders.

DESCRIPTION

Background

The TEP was initiated as a comprehensive review of the Muni transit system, and included rigorous technical analysis, extensive stakeholder input, and research of best practices from other transit agencies. The TEP is a joint effort of the SFMTA and the City Services Auditor (CSA) from the Controller's Office and aims to strengthen Muni's ability to respond to current travel needs, provide a blueprint for future service, apply best practices to service delivery, and promote the system's long-term financial stability.

PAGE 3.

The goals of the TEP are

- 1) improve service reliability
- 2) reduce travel time
- 3) improve customer experience; and
- 4) improve service effectiveness and efficiency

These goals will:

- 1) improve conditions for current customers
- 2) increase transit ridership by attracting new customers
- 3) develop positive relationships with communities, customers, and employees, and
- 4) deliver cost-effective service to optimize existing resources

On September 6, 2011, the Municipal Transportation Agency Board of Directors adopted Resolution No. 11-118, which awarded Contract No. SFMTA 2009/10-22, for an Environmental Impact Analysis and Transportation Impact Study for the Transit Effectiveness Project, to Turnstone Consulting in the amount of \$2,000,000.

Under the terms of the contract, Turnstone Consulting, working collaboratively with staff from the City Planning Department, SFMTA, and other relevant entities, are to complete an environmental assessment of the TEP scope of work, including review of new service policies, network updates, travel time reduction proposals and associated capital improvements.

Turnstone Consulting has worked to satisfy all environmental review requirements under the California Environmental Quality Act (CEQA). The work is divided into two phases: (1) required steps for completing an Environmental Impact Report, and (2) tasks that support the environmental review approval process or may arise as needed.

In November 2012, the Director of Transportation approved Contract Modification No. 1 in the amount of \$184,000. This contract modification increased various environmental review tasks related to the overall TEP scope of work and the Transportation Impact Study and Air Quality Impact Study, and the additional analysis and level of support associated with these tasks.

In August 2013, the Director of Transportation approved Contract Modification No. 2 in the amount of \$216,649. This modification included scope of work changes in relation to tasks associated with the Air Quality Impact Report and the Draft Environmental Impact Report and increased the contract amount. These two contract modifications did not require SFMTA Board approval since they were within the Director of Transportation's delegated authority.

Contract Modification No. 3 further amends the contract in order to increase the contract amount by \$361,264 for completion of the final Environmental Impact Report due to the greater than expected number of project-related public comments received and to conduct an analysis for several newly-added project elements, for a total contract amount not to exceed \$2,761,913. Since this contract modification will exceed the Director of Transportation's authority to approve, staff is requesting MTA Board approval.

PAGE 4.

ALTERNATIVES CONSIDERED

Initially, the required environmental review for the TEP without the assistance of a consultant was considered. However, Planning Department staff does not currently perform large-scale EIRs without the assistance of consultants. Therefore, in 2011, the SFMTA selected Turnstone Consulting to assist with the completion of required environmental review.

The possibility of adequately fulfilling all environmental review requirements for the TEP, without modifying the existing contract was considered. Based on a number of factors, including responding to a larger-than-expected number of TEP project related public comments and the need for an expanded scope of work that includes several additional project-level elements, staff determined that the existing contract budget was insufficient to complete the required environmental review process. Not approving the proposed contract amendment could result in an inadequate environmental review process.

There is a 15% LBE goal set for this contract. This goal has been met, as the contract's current LBE percentage is over 16%.

FUNDING IMPACT

Funding for the contract will be provided from SFMTA operating funds.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

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

RECOMMENDATION

Staff recommends that this Board authorize the Director of Transportation to execute Contract Modification No. 3 to Contract No. SFMTA 2009/10-22 with Turnstone Consulting to increase the contract amount by \$361,264, for a total contract amount not to exceed \$2,761,913.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, On September 6, 2011, the Municipal Transportation Agency Board of Directors awarded Contract No. SFMTA 2009/10-22, for an Environmental Impact Analysis and Transportation Impact Study for the Transit Effectiveness Project, to Turnstone Consulting in the amount of \$2,000,000; and,

WHEREAS, In November 2012, the Director of Transportation approved Contract Modification No. 1 to increase various environmental review tasks related to the overall TEP scope of work and the Transportation Impact Study and Air Quality Impact Study, and additional analysis and level of support associated with these tasks in the amount of \$184,000; and,

WHEREAS, In August 2013, the Director of Transportation approved Contract Modification No. 2 to make scope of work changes in relation to tasks associated with the Air Quality Impact Report and the Draft Environmental Impact Report and increased the contract amount in the amount of \$216,649; and,

WHEREAS, Contract modifications No. 1 and 2 did not require SFMTA Board approval since they were within the Director of Transportation's delegated authority to approve; and,

WHEREAS, Contract Modification No. 3 further amends the contract in order to increase the contract amount by \$361,264 for completion of the final Environmental Impact Report due to the greater than expected number of project-related public comments received by the City and to conduct an analysis for several newly-added project elements, for a total contract amount not to exceed \$2,761,913; and,

WHEREAS, Since this contract modification will exceed the Director of Transportation's authority to approve, staff is requesting SFMTA Board approval; now, therefore, be it

RESOLVED, That SFMTA Board of Directors authorizes the Director of Transportation to execute Contract Modification No. 3 to Contract No. SFMTA 2009/10-22, Environmental Impact Analysis and Transportation Impact Study for the Transit Effectiveness Project with Turnstone Consulting to increase the contract amount by \$361,264, for a total contract amount not to exceed \$2,761,913.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of November 19, 2013.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness, 7th Floor
San Francisco, California 94103**

**Third Amendment to
Contract between the City and County of San Francisco and
Turnstone Consulting**

for TEP Environmental Impact Analysis

**Contract No CPT 644
No. SFMTA 2009/10-22**

This Amendment is made this _____ day of _____, 2013, in the City and County of San Francisco, State of California, by and between: Turnstone Consulting (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its San Francisco Municipal Transportation Agency (“SFMTA”) (collectively, the “Parties”).

Recitals

A. On or about September 20, 2011, City and Contractor entered into Contract No. SFMTA – 2009/10-22 for Environmental Impact Analysis and Transportation Impact Study on the SFMTA’s Transit Effectiveness Project (“Contract”).

B. On or about November 29, 2012, the Parties amended the Contract to modify the scope of the contract to add additional analysis and level of effort associated with needed tasks that were not originally anticipated for the Environmental and Transportation Impact Study.

C. On or about August 13, 2013, the Parties further amended the Contract to modify the scope of work for Tasks 5 and 7, and to increase the contract amount for several tasks due to the increased complexity of the overall project and the need for more resources in order to meet contract deadlines.

D. The Parties wish to further amend the Contract to modify the scope of work for Tasks 8 and to increase the contract amount for completion of Task 10 due to the greater than expected number of project-related public comments received by the City and to conduct an analysis for several newly-added project elements. The original contract, as amended, will remain unaltered, unless noted below.

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term “Agreement” shall mean the Agreement dated September 20, 2011 between the Contractor and the City, as amended by the: First Amendment, dated November 29, 2012, and Second Amendment, dated August 13, 2013.

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 5(a). Section “Compensation” of the Agreement currently reads as follows:

a. Amount. Compensation under this Agreement shall be based on a fixed amount for Tasks 1-11 not to exceed (One Million, Six Hundred Fifty-Three Thousand, Seven Hundred Forty-Six Dollars (\$1,653,746), and, for As-Needed Tasks 12-18, either a negotiated lump sum price per Task, or actual direct costs plus a negotiated fixed profit per Task, for a total amount for Tasks 12-18 not to exceed Seven Hundred Forty-Six Thousand, Nine Hundred Three Dollars (\$746,903). In no event shall the total amount of this Agreement exceed Two Million, Four Hundred Thousand, Six Hundred Forty-Nine Dollars (\$2,400,649).

Section 5(a) is hereby amended in its entirety to read as follows:

a. Amount. Compensation under this Agreement shall be based on a fixed amount for Tasks 1-11 not to exceed (Two Million, Fifteen Thousand, Ten Dollars (\$2,015,010), and, for As-Needed Tasks 12-18, either a negotiated lump sum price per Task, or actual direct costs plus a negotiated fixed profit per Task, for a total amount for Tasks 12-18 not to exceed Seven Hundred Forty-Six Thousand, Nine Hundred Three Dollars (\$746,903). In no event shall the total amount of this Agreement exceed Two Million, Seven Hundred Sixty-One Thousand, Nine Hundred Thirteen Dollars (\$2,761,913).

b. Appendix A. Section “Appendix A - Services to be provided by Contractor. Task 8” is amended to read as follows:

TASK 8: RESPONSE TO COMMENTS

Following the public review period for the Draft EIR, the Contractor shall prepare a Response to Comments document. The Contractor shall work with Planning Department staff to organize comments on the Draft EIR in the format preferred by Planning Department staff, using a matrix format to identify the commenter, and the topics and subtopics to be grouped together for single master responses. The Contractor shall be responsible for developing the first draft of responses.

Based on consolidated sets of comments from the Planning Department, SFMTA, and the City Attorney’s Office, with appropriate direction from the Planning Department with respect to any conflicting comments, Contractor shall prepare Draft 2 of the Comments and Responses document.

Prior to finalizing the Response to Comments document, the Contractor shall prepare a second draft and final Mitigation Monitoring and Reporting Plan (MMRP), if significant impacts are identified. Based on the second draft Responses to Comment document and on input regarding the second draft MMRP from the Planning Department, SFMTA, and the City Attorney’s Office, the Contractor will update and finalize the MMRP for use by SFMTA staff in preparing action documents for the SFMTA Board of Directors.

Based on consolidated sets of comments from the Planning Department, SFMTA and the City Attorney’s Office, with appropriate direction from the Planning Department with respect to any conflicting comments, Contractor shall prepare a Screencheck Draft of the Comments and

Responses document. Based on a final set of consolidated comments from the City, the Contractor will prepare the final Responses to Comments document.

The Final Responses to Comments document will be published and distributed to appropriate public agencies and those who commented on the Draft EIR. The Contractor shall be responsible for distributing up to 200 hard copies and 200 CDs of the Response to Comments document. Copies of the bracketed comment letters will be provided on CDs as one of the Appendices accompanying the hard copies of the Responses to Comments Document; no more than 5 hard copies of the Appendices will be prepared. The Contractor shall also be responsible for attending and participating in one EIR certification hearing as described in Task 9.

Task 8 budget anticipates organizing and addressing up to 450 pages of comment letters and up to 60 public hearing comments, providing new discussion to explain technical or quantitative analyses prepared by City staff or Consultants already included in the Draft EIR (no new technical analyses are proposed); and assuming that many comments raise the same or similar issues so that up to 5 master responses can be prepared to address most of the comments. If additional effort from the Contractor is needed, the budget for this Task will be further adjusted accordingly.

Deliverable 8a: Matrix of Comments organized by environmental topic area;

Deliverable 8b: Draft 1 of Response to Comments;

Deliverable 8c: Draft 2 of Response to Comments;

Deliverable 8d: Screencheck of Response to Comments;

Deliverable 8e: Final Response to Comments;

Deliverable 8f: Draft 2 of MMRP; and

Deliverable 8g: Final MMRP.

c. Appendix B. Section “Appendix B - Calculation of Charges” is replaced in its entirety with a new Appendix B attached to this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Municipal Transportation Agency

Turnstone

Edward D Reiskin
Director of Transportation
San Francisco Municipal Transportation
Agency

Barbara W. Sahn
Principal

330 Townsend Street, Suite 216
San Francisco, CA 94107
City vendor number: 5853

Approved as to Form:

Dennis J. Herrera
City Attorney

By _____
John I. Kennedy
Deputy City Attorney

San Francisco Municipal Transportation
Agency Board of Directors
Resolution No. _____

Adopted: _____
Attest:

Secretary, SFMTA Board of Directors

**Appendix B
Calculation of Charges**

In accordance with this Agreement, the Contractor’s total compensation under this Agreement is detailed below, inclusive of all costs required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount provided in Section 5 of this Agreement.

TABLE 1. CALCULATION OF CHARGES

Task	Phase	Task Description	Task Cost
Task 1	1	Project Kick-off Meetings, Information Review and Project Work Plan	\$26,037
Task 2	1	Public Project Scoping Meeting and NOP	\$63,959
Task 3	1	Initial Study	\$233,191
Task 4	2	Transportation Impact Study	\$367,880
Task 5	3	Air Quality Impact Study	\$104,240
Task 6	3	Alternatives Development and Analysis	\$42,733
Task 7	3	Draft EIR	\$425,271*
Task 8	4	Response to Comments	\$458,838
Task 9	4	Preparation for and Participation in Hearing of Final EIR	\$28,657
Task 10	4	Final EIR Document	\$53,520
Task 11	4	Administration	\$210,684
Subtotal Tasks 1-11			\$2,015,010
Task 12	As Needed	<i>As Needed EIR Appeal</i>	\$746,903
Task 13	As Needed	<i>As Needed TTRP Microsimulation</i>	
Task 14	As Needed	<i>As Needed Pilot Project Evaluation</i>	
Task 15	As Needed	<i>As Needed Additional Technical Studies</i>	
Task 16	As Needed	<i>As Needed Additional DEIR Alternative</i>	
Task 17	As Needed	<i>As Needed Compliance with NEPA</i>	
Task 18	As Needed	<i>As Needed Outreach, Engineering and Environmental Support</i>	
Subtotal Tasks 12-18			\$746,903
Total Tasks 1-18			\$2,761,913

*\$69,000 of this amount is reserved for time and materials-based billing of Draft EIR and NOA printing charges.