

THIS PRINT COVERS CALENDAR ITEM NO. : 10.4

**SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY**

DIVISION: Capital Programs and Construction

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to execute the Fifth Amendment to San Francisco Municipal Transportation Agency Contract No. SFMTA 2008/09-18, Closed Circuit TV System Technical Installation Project, with Alta Consulting Services, Inc., to increase the contract by \$75,000, for a total contract amount not to exceed \$474,925 and to retroactively extend the contract term from August 19, 2015 to June 17, 2016.

SUMMARY:

- On October 20, 2009, the Municipal Transportation Agency Board of Directors awarded Contract No. SFMTA 2008/09-18, Closed Circuit TV System Technical Installation Project, to Alta Consulting Services, in the amount of \$230,030, and for a term of three years, with two one-year options to extend the term at the sole discretion of the SFMTA.
- The work being performed under this Contract includes providing technical assistance and developing a master plan for a closed circuit television camera system in the subway, as well as support during the installation of cameras and related security equipment.
- In prior contract modifications, the Contract amount was increased by \$169,895, and the term was extended by two years and nine months.
- Modification No. 5 is necessary for the Contractor to perform additional construction support due to increases in the contract scope and complexity.

ENCLOSURES:

1. SFMTAB Resolution
2. Contract Budget and Funding Plan
3. Contract Modification No. 5

APPROVALS:

DIRECTOR _____



DATE

11/18/15

SECRETARY _____



11/18/15

ASSIGNED SFMTAB CALENDAR DATE: December 1, 2015

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PURPOSE

To authorize the Director of Transportation to execute the Fifth Amendment to San Francisco Municipal Transportation Agency Contract No. SFMTA 2008/09-18, Closed Circuit TV System Technical Installation Project, with Alta Consulting Services, Inc., to increase the contract by \$75,000, for a total contract amount not to exceed \$474,925 and to retroactively extend the contract term from August 19, 2015 to June 17, 2016.

GOAL

Contract No. SFMTA 2008/09-18 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 1.1: Improve security for transportation system users

Objective 1.2: Improve workplace safety and security

Objective 1.3: Improve the safety of the transportation system

DESCRIPTION

Background

On October 21, 2008, the SFMTA received funds from the U.S. Department of Homeland Security Transit Security Grant Program (TSGP) to implement the Subway Closed Circuit Television (CCTV) Surveillance System Project. This project replaces and enhances the aging CCTV surveillance and recording system that serves the subway system and its perimeters.

TSGP funds cannot be used for in-house staff costs such as in-house planning and project oversight. As a result, the SFMTA has to rely on outside consultants to review and assess the Agency's security needs, evaluate available technologies, recommend design specifications, establish installation requirements and assist in overseeing the installation work currently performed by the installation contractor, Central Sierra Electric Company, Inc.

On October 20, 2009, the SFMTA Board of Directors adopted Resolution No. 09-179, which awarded Contract No. SFMTA 2008/09-18, Closed Circuit TV System Technical Installation Project (the Contract), to Alta Consulting Services, Inc., in the amount of \$230,030, and for a term of three years from the notice to proceed, with two one-year options to extend the term at the sole discretion of SFMTA.

The work being performed under the Contract includes providing technical assistance and developing a master plan for a closed circuit television system in the subway, as well as providing support during the installation of cameras and related security equipment.

SFMTA issued a Notice to Proceed for the work on November 19, 2009, which began the initial three-year term of the Contract.

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On October 14, 2011, the Director of Transportation approved the First Amendment to the Contract in the amount of \$50,250. This amendment included necessary scope changes to various tasks to complete the CCTV system Detailed Design phase.

On March 23, 2012, the Director of Transportation approved the Second Amendment to the Contract in the amount of \$41,040. This amendment included necessary scope changes to separate the CCTV project into three contracts (two purchase orders for the CCTV equipment and a bid contract for the installation of the CCTV). By separating the equipment purchase from the installation contract, SFMTA was able to fully use its grant funding of \$3,000,000 before the grant expired.

On November 19, 2012, the Director of Transportation approved the Third Amendment to the Contract to extend the contract by nine months at no cost.

On September 17, 2013, the SFMTA Board authorized the Director of Transportation to execute the Fourth Amendment to the Contract, which increased the contract amount by \$78,605 and extended the contract by two years to August 19, 2015.

The Fifth Amendment is necessary for the Contractor to perform additional construction support due to increases in the contract scope and complexity (listed in Amendment 5, Exhibit 1, Section A-11.j thru r) at a cost of \$75,000 and to extend the contract by ten months to June 17, 2016.

Since Alta designed the original CCTV system, it is in the SFMTA's best interest to continue to have the support of the designer until the installation of the CCTV camera system in the subway is completed. Also, the designer would provide needed support to staff regarding the operation and maintenance of the new CCTV system to ensure a smooth rollout.

This contract is funded by the federal Department of Homeland Security, therefore no Local, Small, or Disadvantaged Business Enterprise goals were set.

PUBLIC OUTREACH

Not applicable.

ALTERNATIVES CONSIDERED

Not approving this amendment would hinder the agency's ability to improve safety and security across all modes of transportation. The Department of Homeland Security's Transit Security Administration (TSA) considers protection of underground (subway) resources to be its highest priority. By delivering this project the SFMTA will enhance its ability to receive additional resources as the Transit Security Grant Program continues into the future.

Additionally, because TSGP funds cannot be used for in-house staff costs, including in-house planning and project oversight, SFMTA must rely on outside consultants to review the security needs, evaluate technologies, recommend the design specifications and installation requirements, and assist SFMTA with project oversight for the installation contractor. TSGP funds can be used for consultants.

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FUNDING IMPACT

This contract will be fully paid for with funds from the TSA's Transit Security Grant Program. There are no required matching funds.

The budget and financial plan for this contract is presented in Enclosure 2.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) provides a categorical exemption from environmental review for restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety pursuant to Title 14 of the California Code of Regulations Section 15301(d).

On October 18, 2012, the SFMTA, under the authority delegated by the Planning Department, determined that the CCTV project is categorically exempt from environmental review under Section 15301(d) of the CEQA Guidelines.

The SFMTA's determination (Planning Case Number 2012.1372E) is on file with the Secretary to the SFMTA Board of Directors.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

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

The Civil Service Commission approved this Contract Modification on August 17, 2015.

No other approvals are required for this Contract Modification.

RECOMMENDATION

Staff recommends that this Board authorize the Director of Transportation to execute the Fifth Amendment to San Francisco Municipal Transportation Agency Contract No. SFMTA 2008/09-18, Closed Circuit TV System Technical Installation Project, with Alta Consulting Services, Inc., to increase the contract by \$75,000, for a total contract amount not to exceed \$474,925 and to retroactively extend the contract term from August 19, 2015 to June 17, 2016.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, On March 18, 2003, the Municipal Transportation Agency Board of Directors adopted Resolution No. 09-179, which awarded Contract No. SFMTA 2008/09-18, Closed Circuit TV (CCTV) System Technical Installation Project) (the Contract) to Alta Consulting Services, Inc., in the amount of \$230,030, and for a term of three years from the notice to proceed, with two one-year options to extend the term at the sole discretion of SFMTA; and,

WHEREAS, On November 19, 2009, SFMTA issued a written notice to proceed for the work;
and

WHEREAS, On October 14, 2011, the Director of Transportation approved the First Amendment to the Contract in the amount of \$50,250 to add necessary scope changes to engineering tasks to complete the CCTV system Detail Design phase; and,

WHEREAS, On March 23, 2012, the Director of Transportation approved the Second Amendment to the Contract in the amount of \$41,040 for necessary scope changes to separate the CCTV project into three contracts (two purchase orders for the CCTV equipment and a bid contract for the installation of the CCTV) to be able to fully use the grant funding (\$3,000,000) before the grant expired; and

WHEREAS, The CCTV project is subject to the California Environmental Quality Act (CEQA); the CEQA Guidelines provide an exemption from environmental review for restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety. (Cal. Code Regs., tit. 14, § 15301(d).); and,

WHEREAS, On October 18, 2012, the SFMTA, under authority delegated by the Planning Department, determined that this project is categorically exempt from environmental review under Section 15301(d) of the CEQA Guidelines; and,

WHEREAS, On November 19, 2012, the Director of Transportation approved the Third Amendment to the Contract to extend the contract by nine months at no additional cost; and,

WHEREAS, On September 17, 2013, the SFMTA Board authorized the Director of Transportation to execute the Fourth Amendment to the Contract, which increased the contract amount by \$78,605 and extended the contract by two years; and,

WHEREAS, This Fifth Amendment to the Contract is necessary so that the Contractor can perform additional construction support due to increases in contract scope and complexity; the amendment will increase the Contract by \$75,000, for a total Contract amount of \$474,925, and extend the Contract by ten months; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Director of Transportation to execute the Fifth Amendment to San Francisco Municipal Transportation Agency Contract No. SFMTA 2008/09-18, Closed Circuit TV System Technical Installation Project, with Alta Consulting Services, Inc., to increase the contract by \$75,000, for a total contract amount not to exceed \$474,925 and to retroactively extend the contract term from August 19, 2015 to June 17, 2016.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of December 1, 2015.

Secretary, Board of Directors
San Francisco Municipal Transportation Agency

ENCLOSURE 2

SFMTA 2008/09-18

**Closed Circuit TV System Technical Installation Project
Contract Budget and Financial Plan**

CONTRACT BUDGET

Category	Budget
Original Contract	\$230,030
Previous Contract Modifications 1-4	\$169,895
Contract Modification No. 5	\$75,000
Total	\$474,925

FINANCIAL PLAN

Project Funding Source	Amount
Federal Transportation Security Administration (TSA) Homeland Security	\$474,925
Total	\$474,925

**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Avenue, 3rd floor
San Francisco, CA 94103**

**Fifth Amendment to
Agreement Between the City and County of San Francisco
Municipal Transportation Agency
and
Alta Consulting Services, Inc.
for
Closed Circuit TV System Technical Installation Project

Contract No. SFMTA 2008/09-18**

THIS AMENDMENT ("Amendment") is made as of August 20, 2015, in San Francisco, California, by and between Alta Consulting Services, Inc., 2107 N. 1st Street, Suite 470, San Jose, CA 95131 ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("SFMTA").

RECITALS

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to add services to the contract.

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 with ALTA Consulting Services Inc. dated September 21, 2009, to provide technical design assistance, procurement services and project management for the Closed Circuit TV (CCTV) System Installation Project, as amended by the First Amendment, dated October 14, 2011, the Second Amendment, dated March 23, 2012, the Third Amendment, dated November 19, 2012, and the Fourth Amendment dated October 10, 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.

- a.** Section 2 of the Agreement (Term of the Agreement) is amended to read as follows:

2. Term of the Agreement. Subject to Section 1, this Agreement shall terminate on June 17, 2016.

b. Section 5 of the Agreement (Compensation) is amended to read as follows:

5. Compensation. Compensation shall be made in accordance with the Calculation of Charges in Appendix B, attached hereto and fully incorporated by reference, for work performed as set forth in Appendix A of this Agreement. Progress payments will be made at the completion of Phase I, Phase II, Parts 1 and 2, and Phase III and only after the tasks and deliverables have been completed to the satisfaction of the Director of Transportation of the SFMTA, or his designee. Payment for work performed in Phase IV shall be made monthly within thirty (30) days after receipt of a proper and timely invoice for work performed during the prior month. Phase IV work shall be billed on an hourly basis, at the rates listed in Appendix B. In no event shall the amount of this Agreement exceed Four Hundred Seventy-Four Thousand, Nine Hundred Twenty-Five Dollars (\$474,925).

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by SFTMA as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

c. Appendix A-1 (Detailed Task Description) is further amended by amending the scope of work in Phase IV: Construction and Installation Phases to read as set forth in Exhibit 1.

d. Appendix B (Calculation of Charges) is deleted and replaced by a new Appendix B, attached hereto and incorporated by reference as though fully set forth.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after all parties have signed the Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed, in triplicate, this Amendment as of the date first written above.

<p>CITY AND COUNTY OF SAN FRANCISCO</p> <p>Municipal Transportation Agency</p> <p>By: _____ Edward D. Reiskin Director of Transportation</p> <p>MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____</p> <p>Roberta Boomer, Secretary SFMTA Board of Directors</p> <p>Approved as to Form: Dennis J. Herrera City Attorney</p> <p>By: _____ Robin M. Reitzes Deputy City Attorney</p> <p>_____</p>	<p>CONTRACTOR</p> <p>Alta Consulting Services Inc.</p> <p>By: _____ John V. Deal President and CEO 2107 N. 1st Street, Suite 470 San Jose, CA 95131</p> <p>City Vendor Number: 68089</p>
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Exhibit 1

PHASE IV: CONSTRUCTION PHASE

The services provided in the fourth phase focus on construction support. In this phase Contractor shall perform the following tasks:

A. Basic Tasks

1. Preparing an updated project plan and schedule.
2. Conducting a project kickoff meeting with the selected system installation contractor.
3. Reviewing and commenting on the contractor's submittals & RFIs.
4. Periodic observation of the contractor's system installation work including preparation of field progress reports.
5. Review of the contractor's pay requests.
6. Planning, witnessing and documenting system acceptance tests including issuance of remedial action recommendations.
7. Conducting any needed system retests (limited).
8. Reviewing and commenting on the contractor's closeout documents (record drawings, O&M manuals and warranties).
9. Preparation of periodic construction progress reports.
10. Conducting periodic review meetings with the contractor and SFMTA project management.
11. Contractor to perform all the above tasks with the modifications below due to the increases of project size and complexity:
 - a. Increase in the number of project cameras from 350 to over 400 including the associated video recording.
 - b. Inclusion of the thermal imaging cameras (51) including the associated video recording.
 - c. Inclusion of the AI-based video analytics systems (10 locations).
 - d. Inclusion of the added system portals.
 - e. Inclusion of the centralized video recording system.
 - f. Inclusion of limited coordination with the SFMTA C3 project including connection to its fiber optic-based IP communications network serving the subway stations.
 - g. Response to an increased number of contractor submittals and Requests for Information (RFIs).
 - h. Utilization of the SFMTA's standard project management software including training.
 - i. Reproduction of electronically delivered submittals.
 - j. Redesign of the project networking concept to make it more centralized in keeping with the recently completed SFMTA fiber network.
 - k. Assisting in obtaining the necessary permits from BART to install the system in the four shared SFMTA/BART subway stations.
 - l. Additional periodic construction coordination meetings with the SFMTA and the system installation contractor.
 - m. Redesign of the 2014 plan to share fiber optic cabling in the Sunset Tunnel with the SFMTA's radio system project due to delays in that project.
 - n. Updating new staff regarding the background of the project (e.g., locating and explaining historical documents) to maintain project continuity.
 - o. Changes to the design and installation of Muni-only station elevator cameras (excluding Van Ness Station).
 - p. Assisting in camera location changes due to the installation of new electronic signage in the stations.

- q. Extended activity in back-checking the system installation punch lists with the system installation contractor.
- r. Assistance to the SFMTA with processing of system installation contractor change order proposals.

Phase IV Deliverables

- Updated Project Plan and Schedule (graphical form)
- Responses to installation contractor RFIs.
- Comments on installation contractor submittals
- Field observation reports; progress reports
- Installation acceptance test report
- Comments on final submittals from contractor
- Review and comments on contract modification cost proposal
- Comments on field changes

**Appendix B
Calculation of Charges**

Compensation Schedule

Payments will be made in accordance with the following schedule:

Project Phase	Amounts
Completion and Acceptance by SFMTA of Phase I Tasks and Deliverables	\$ 52,355
Completion and Acceptance by SFMTA of Phase II – Part 1 Tasks and Deliverables (A-F)	\$116,555
Completion and Acceptance by SFMTA of Phase II – Part 2 Tasks and Deliverables (G)	\$ 41,040
Completion and Acceptance by SFMTA of Phase III Tasks and Deliverables	\$ 7,660
Phase IV – Construction and Installation Billing to be at the hourly rates set forth below, plus actual approved expenses.	not to exceed \$257,315
Total Compensation	\$474,925

Personnel Types and Hourly Rates

Project Principal	\$ 175.00 per hour
Project Manager and Sr. Engineer	\$ 150.00 per hour
Staff Engineer	\$ 135.00 per hour
CAD Drafter	\$ 95.00 per hour

Rates for Mileage \$ 0.555 per mile
(Federal GSA established rate)

Other Expenses

Actual costs for contractor meals, accommodations, vehicle parking, long distance and cellular phone charges, postage, vehicle rental, scanning/reproduction, etc., subject to the approval of the SFMTA.