

THIS PRINT COVERS CALENDAR ITEM NO.: 10.2

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Transit

BRIEF DESCRIPTION:

Approving Amendment No. 3 to Agreement No. SFMTA – 2011/12-25, As-Needed Specialized Engineering Services for SFMTA Rail Vehicle Projects, with Raul V. Bravo + Associates, Inc., to extend the term of the Agreement for six months, to March 5, 2021, with no increase to the amount of the Agreement.

SUMMARY:

- In 2013, the SFMTA entered an agreement with Parsons Corporation for as-needed engineering services for rail vehicle projects (Agreement). The Agreement was for an amount not to exceed \$5,000,000 and for a term up to six years from the Effective Date of the Agreement (March 5, 2013).
- On January 30, 2015, the Director of Transportation approved assignment of the Agreement from Parsons Corporation to Raul V. Bravo + Associates, Inc. (Contractor).
- On July 28, 2017, the SFMTA approved Amendment No. 1 to increase the amount of the Agreement to \$6,250,000 so that the Contractor could continue as-needed engineering services for rail projects.
- On March 29, 2019, the SFMTA approved Amendment No. 2 to increase the amount of the Agreement to \$7,450,000 and to extend the term of the Agreement by 18 months (to September 5, 2020).
- The parties now wish to modify the Agreement to extend the term of the Agreement to March 5, 2021, at no additional cost, so that Contractor can complete current tasks, avoid interruption in support of ongoing projects, and allow the Agency to seamlessly transition to new as-needed engineering contracts pursuant to an RFP process currently underway.

ENCLOSURES:

1. SFMTAB Resolution
2. Amendment No. 3

APPROVALS:

	DATE
DIRECTOR	August 24, 2020
SECRETARY	August 24, 2020

ASSIGNED SFMTAB CALENDAR DATE: September 1, 2020

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PURPOSE

To approve Amendment No. 3 to Agreement No. SFMTA – 2011/12-25, As-Needed Specialized Engineering Services for SFMTA Rail Vehicle Projects, with Raul V. Bravo + Associates, Inc., to modify the Agreement to extend the term of the Agreement for six months, to March 5, 2021, with no increase to the amount of the Agreement.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

The goal of this project is to improve equipment reliability in order to meet the following goals and objectives of the SFMTA's Strategic Plan:

Goal 1: Create a safer transportation experience for everyone.

Objective 1.2: Improve the safety of the transit system.

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.

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

Goal 3: Improve the quality of life and environment in San Francisco and the region.

Objective 3.2: Advance policies and decisions in support of sustainable transportation and land use principles.

This action supports the following SFMTA Transit First Policy 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.

9. 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.

DESCRIPTION

The purpose of this Agreement is for the Contractor to provide as-needed specialized professional engineering services in a broad area of disciplines to supplement staff in all aspects of rail vehicle engineering, including the implementation of various SFMTA rail vehicle projects. Some of the tasks undertaken using this Agreement include: the LRV4 Procurement; Historic Vehicle Refurbishment; Surface Signaling on the Embarcadero and Third Street; substation upgrade studies; maintenance and operations organizational assessments; quality inspection services for light rail and historic vehicles; cost estimating for light rail and historic

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vehicles; peer reviews of other agencies; and support of the Vendor Managed Inventory (VMI) project.

Background

On February 5, 2013, the SFMTA Board of Directors adopted Resolution No. 13-017, which authorized the Director of Transportation to execute Agreement No. SFMTA-2011/12-25, As-Needed Specialized Engineering Services for SFMTA Rail Vehicle Projects, with Parsons Corporation (Agreement), in an amount not to exceed \$5,000,000 and for a term not to exceed six years from the effective date of the Agreement. The Agency determined the Effective Date as March 5, 2013, when the Agreement was certified.

On January 30, 2015, the SFMTA Director of Transportation approved assignment of the Agreement from Parsons Corporation to Raul V. Bravo + Associates, Inc.

On July 28, 2017, the Director of Transportation, under his delegated authority, executed Amendment No. 1 to increase the Agreement amount to \$6,250,000 (25% increase) so that the Contractor could continue to provide as-needed engineering services for rail vehicle procurements.

On March 29, 2019, the Agreement was amended a second time to increase its amount by \$1,200,000 and to extend the term of the Agreement by 18 months to September 5, 2020, so that the Contractor could continue to support the LRV4 procurement, as well as perform other as-needed specialized engineering services, such as train control and reliability analysis.

Amendment No. 3

Most tasks are complete, but there are a few that are ongoing, either because continuing support is needed (e.g., ongoing quality assurance task providing support at the Siemens facility for the LRV4 project) or because the progress has been delayed (e.g., train control replacement studies). The SFMTA has issued a new request for proposals to select up to three consultants to provide as-needed engineering services going forward, but these new contracts may not be in place long enough when this contract expires on September 5, 2020, in order to seamlessly transition the work to the new contract(s). This Amendment will enable continuity of support between this Agreement and the new as-needed contracts that are currently in the selection process. This no-cost extension will allow current tasks to be completed and will allow continuing support for ongoing projects such as those discussed above. The Amendment will also update Exhibits to the Agreement, with current staff assignments and billing rates.

The Contract Compliance Office reports that Small Business Enterprise (SBE) participation is exceeding the 25% goal established for this Agreement.

STAKEHOLDER ENGAGEMENT

The SFMTA will continue to perform internal and external stakeholder engagement as it issues additional task orders under the Contract. The level of stakeholder engagement will depend on and be commensurate with the scope of work for each task order.

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ALTERNATIVES CONSIDERED

The alternative to extending this Agreement would be to discontinue ongoing support tasks and terminate tasks prior to completion. This would cause disruption, especially to the LRV4 quality assurance support task, which provides for a full-time inspector at the Siemens plant. Such support is critical as the Agency embarks on Phase 2 of the LRV4 project (procurement of 151 LRVs to replace the existing Breda fleet). Without this Amendment, SFMTA staff would have to step in to bridge the gap; this is problematic from an expertise point of view, as well as overall resource availability. Staff has determined that extending this Agreement is the best possible solution to provide continuing support to the Agency.

FUNDING IMPACT

There is no additional cost for this amendment.

ENVIRONMENTAL REVIEW

On July 31, 2020, the SFMTA, under authority delegated by the Planning Department, determined that Amendment No. 3 to Agreement No. SFMTA-2011/12-25 is not 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

The Personal Services Contract Modification No. 2, reference PSC# 4079-12/13, was approved by the Civil Service Commission on August 19, 2020.

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

RECOMMENDATION

Staff recommends that the SFMTA Board approve Amendment No. 3 to Agreement No. SFMTA – 2011/12-25, As-Needed Specialized Engineering Services for SFMTA Rail Vehicle Projects, with Raul V. Bravo + Associates, Inc., to extend the term of the Agreement for six months, to March 5, 2021, with no increase to the amount of the Agreement.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, On February 5, 2013, the SFMTA Board of Directors adopted Resolution No. 13-017, which authorized the Director of Transportation to execute Agreement No. SFMTA-2011/12-25, As-Needed Specialized Engineering Services for SFMTA Rail Vehicle Projects (Agreement), with Parsons Corporation, Inc., in an amount not to exceed \$5,000,000 and for a term not to exceed six years from the Effective Date (March 5, 2013); and,

WHEREAS, Under this Agreement, the Contractor provides as-needed specialized professional engineering services in a broad area of technical disciplines to supplement staff in the implementation of various SFMTA rail projects; and,

WHEREAS, On January 30, 2015, the SFMTA Director of Transportation approved assignment of the Agreement from Parsons Corporation to Raul V. Bravo + Associates, Inc. (Contractor); and,

WHEREAS, On July 28, 2017, the Director of Transportation, under his delegated authority, executed Amendment No. 1 to the Agreement to increase its not-to-exceed amount to \$6,250,000 so that the Contractor can continue as-needed engineering services for rail vehicle procurements; and,

WHEREAS, On March 29, 2019, the SFMTA approved Amendment No. 2 to the Agreement to increase its amount to \$7,450,000 and to extend the term of the Agreement by 18 months, to September 5, 2020; and,

WHEREAS, Amendment No. 3 extends the Agreement another six months, at no additional cost, to continue support for the LRV4 procurement while a new request for proposals process is being completed; and,

WHEREAS, No additional funding is required for this Amendment; and,

WHEREAS, On July 31, 2020, the SFMTA, under authority delegated by the Planning Department, determined that the Amendment No. 3 to Agreement No. SFMTA-2011/12-25, As-Needed Specialized Engineering Services for SFMTA Rail Vehicle Projects, is not a “project” under the California Environmental Quality Act (CEQA) pursuant Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors, and is incorporated herein by reference; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors approves Amendment No. 3 to Agreement No. SFMTA – 2011/12-25, As-Needed Specialized Engineering Services for SFMTA Rail Vehicle Projects, with Raul V. Bravo + Associates, Inc., to extend the term of the Agreement for six months, to March 5, 2021, with no increase to the amount of the Agreement.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of September 1, 2020.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

Amendment No. 3 to
Agreement Between
the City and County of San Francisco
and
Raul V. Bravo + Associates, Inc.
For
As-Needed Specialized Engineering Services for SFMTA Rail Vehicle Projects
Contract No. SFMTA-2011/12-25
CCO-12-1212 (3)

This Amendment No. 3 to Agreement is made on _____, in the City and County of San Francisco, State of California, by and between: Raul V. Bravo + Associates, Inc. (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

- A. On February 5, 2013, the SFMTA Board of Directors adopted Resolution No. 13-017, which authorized the Executive Director/CEO to execute Contract No. SFMTA-2011/12-25, As-Needed Specialized Engineering Services for SFMTA Rail Vehicle Projects (Agreement), with Parsons Corporation for an amount not to exceed \$5,000,000 and a term not to exceed six years from the Effective Date (March 5, 2013).
- B. On January 30, 2015, the SFMTA Director of Transportation approved assignment of the Agreement from Parsons Corporation to Raul V. Bravo + Associates, Inc.
- C. On July 28, 2017, the Agreement was amended to increase the amount of the Agreement to \$6,250,000 so that the Contractor may undertake additional as-needed engineering services for SFMTA rail projects. Such projects included LRV4 procurement and QA support, maintenance-of-way support, service planning support, and operations and maintenance support.
- D. On March 29, 2019, the Agreement was amended to increase the contract amount by \$1,200,000 and to extend the term of the Agreement by 18 months (to September 5, 2020) so that the Contractor may continue to provide additional as-needed engineering services for LRV4 procurement, as well as other as-needed specialized engineering services, such as train control and reliability analysis.
- E. The parties now wish to modify the Agreement to extend the term of the Agreement by six months (with no increase in the amount of the Agreement) so that Contractor can

complete current tasks to avoid interruption in support for ongoing projects and to update information provided in various Exhibits in the Agreement

Now, THEREFORE, the parties agree as follows:

1. Section 2 of the Agreement (Term of the Agreement) is replaced in its entirety to read as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall not exceed eight years from the Effective Date of this Agreement.

- 2. Exhibit C is replaced in its entirety with a new Exhibit C, attached.
- 3. Exhibit G is replaced in its entirety with a new Exhibit G, attached.

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

CITY

San Francisco Municipal Transportation Agency

Jeffrey P. Tumlin
Director of Transportation

Authorized By:

Municipal Transportation Agency Board of Directors

Resolution No: _____

Adopted: _____

Attest: _____
Roberta Boomer, Secretary

Approved as to Form:

Dennis J. Herrera

CONTRACTOR

Raul V. Bravo + Associates, Inc.

Raul V. Bravo
President
1889 Preston White Drive
Reston, VA 20191

City Supplier Number: 0000012477

City Attorney

By: _____
Robin M. Reitzes
Deputy City Attorney

Exhibit C

Firm	OH Rate	Title	Name	Direct Hourly Rate	Office Billing Rate*	Field Billing Rates*	
RVB+A	Office = 110% Field= 95%	Sr. Rail Vehicle Engineer	Lou Maffei	98.5		192.08	
		QA/QC Inspector, CWI	Daniel Kelley	64.15		125.09	
		SME in Federal Compliance	James LaRusch	90.00	189.00		
		QA/QC Inspector	Lance Vallieres	41.73		81.37	
		Trolley Maintenance SME	Karl Johnson	65.00		126.75	
		As-Needed Engineer	TBD	80.00	168.00		
		Admin Support	TBD	25.00	52.50		
		Mechanical Engineer	Avani Bhatt	68.75	144.38		
		Project Manager/Buy America	Nick Semchuk	76.43	160.50		
		Sr Mechanical Engineer	Steve Shapiro	85.71	179.99		
		CWT/CWE - QA/QC - Prog Man	Paul Burys	55.34	116.21		
		Structural Engineer	Theresa Zemelman	43.75	91.88		
		PM support	Brock Fletcher	85.71	179.99		
		Fleet Management Specialist	Eugene Garzone	80.00	168.00		
		Electrical Engineer	Larry Bertolini	75.00	157.50		
		Mechanical Engineer	Richard Clark	53.31	111.95		
		QA/QC Buy America Auditor	Robin Hazy	67.91	142.61		
		QA/QC Inspector/CWI	Kurt Alberson	56.65	118.97		
		Industrial Engineer	Edith Tapia	46.75	98.18		
		Bus/Rail Inspector	Joe Van Houtan	50.32	105.67		
Mechanical Engineer	Paul van der Wey	59.42	124.78				
Project Manager	Claudio Bravo	80.00	168.00				
CH2M Hill / Jacobs	Office = 107.07%	Vehicle Lead	Gavin Fraser	119.82	248.10		
		Mechanical Engineer	John J. Gregory	90.04	186.45		
		Propulsion Engineer	Nigel Jones	76.28	157.95		

*Rates shown do NOT include profit (to be negotiated with each task order)

***Fully burdened rate - Sub management fee applies

Field= 93.10%	HVAC Senior Engineer	James Bushnell	70.51	146.01	
	Mechanical Engineer	Brin Owen	85.68	177.42	
	Project Support	Lael Sigal	45.02	93.22	
	Brake Engineer	Andrew Charles Long	82.70	171.25	
	Project Support	Takayoshi Ohki	64.33	133.21	
	Safety Engineer	John Simon	78.61	162.78	
	Doc Management Sys Support	Cara Baker	63.45	131.38	
	Technical Lead	Robert McPherson	114.85	237.82	
	Traction Power Engineer	Scott Tollefson	94.87	196.45	
	Senior Vehicle Engineer	Mehrdad Samani	54.13	112.09	
	Senior Systems Engineer	Vishwanath Mawley	81.39	168.53	
	Systems Engineer	Gary Wong	79.33	164.27	
	Systems Engineer	Ben Cayaban	55.29	114.49	
	Project Manager	Joe Speaks	97.38	201.64	
	Admin Support	Susan V. Dancel	35.83	74.19	
	Analyst	Celestine Do	46.41	96.10	
	Sr. Mechanical Engineer	Lew Scott	94.38	195.43	
	Sr. Mechanical Engineer	Joseph Paldino	81.04	167.81	
	DMS Support	Bradley Verdino	39.02	80.80	
	Deputy Project Manager	Brian Burkhard	119.86	248.19	
	Electrical Engineer	Shetal Maharah	51.10	105.81	
	Electrical Engineer, Junior	Lismary Cabral	36.00	74.55	
	Electrical Engineer	Thomas Li	133.96	277.39	
	Electrical Engineer	Chris Kwong	91.88	190.26	
	Electrical Engineer, Senior	Martin Wong	102.01	211.23	
	Deputy Project Manager	Jennifer Largaespada	80.48	166.65	
	Technical Lead	David Nelson	103.04	213.36	
	Parsons	Cost Analysis	Jesse Cumberlander	93.49	196.33
Office = 110%	Rail Support	Chukwuma Umolu	76.81	161.30	149.78
Field= 95%	Communications	Zheng Lui	59.09	124.09	115.23

*Rates shown do NOT include profit (to be negotiated with each task order)

***Fully burdened rate - Sub management fee applies

TSE Office = 108.97%	Signal Sr. Engineer	David Coury	91.98	192.21	
	Signal Engineer	Ria Almeida	48.20	100.72	
	Software Project Engineer	Mike Kirk	91.96	192.17	
	Communications Sr. Engineer	Mike Kozlowski	73.90	154.43	
	Software Engineer	Matthew Strange	33.45	69.90	
	Software Engineer	Daniel Slagle	31.25	65.30	
	CAD Operator	Chris San Jose	39.62	82.79	
	Communications Sr. Engineer	Brendan Doss	69.73	145.71	
	Signal Engineer	Abhinav Durgapathi	48.08	100.47	
	Signal Sr. Engineer	Stephen Falk	91.35	190.89	
	Signal Sr. Engineer	Ray Paice	91.35	190.89	
	Signal Sr. Engineer	Brian Seamount	78.25	163.52	
	Signal Sr. Engineer	Patrick Tran	85.82	179.34	
	CAD Drafter	Lester San Jose	31.96	66.79	
	Project Engineer	Mike Mascara	91.35	190.89	
Multi-modal	Transportation Planning Support	Susan Hafner***		225.00	
SafetyWright	Safety Engineer	Sue Cox***		130.00	
Sadorra Rail	Engineering Consultant	John G. Sadorra***		120.00	
Mike Ellis	O&M Specialist/Consultant	Mike Ellis***		150.00	
CMH Office = 94.00% Field= 95.00%	SDP Manager	Clementine Clark	75.40	146.28	147.03
	Bilingual Assistant I	Gladys Soto	30.39	58.96	59.26
	Admin Assistant II	Saudia Lawrence	31.25	60.63	60.94
	Admin Assistant I	Melanie Anderson-Stampley	27.73	53.80	54.07
	Sr Compliance Manager	Theodore Lawrence	80.63	156.42	157.23
	Compliance Specialist II	Star Perez/Nicole Rodriguez	44.53	86.39	86.83
	Document Control	Kelenia Olsen	34.12	66.19	66.53
	DBA System Administrator	Robert Soto	69.37	134.58	135.27
KKCS Office = 101.68%	Risk Assessment	Stan Tomlinson	93.49	188.55	182.31
	O&M Support	Robert Klym	74.26	149.77	144.81

*Rates shown do NOT include profit (to be negotiated with each task order)

***Fully burdened rate - Sub management fee applies

Field= 95.00%	Claims Analyst	Arie Ravid	86.71	174.88	169.08
	Cost Estimator	Roberta Manshell	79.78	160.90	155.57
Jakes	Principal-in-Charge, Project Mgr.	J. David Mori		148.51	
	V.P., Project Engineer	Steven Castaneda		91.46	
	Project Control/Administration	Linda Rose		83.93	
K&J Safety and Security Consulting Services, Inc.	Safety SME	Patrick Lavin***		275.00	

*Rates shown do NOT include profit (to be negotiated with each task order)

***Fully burdened rate - Sub management fee applies

EXHIBIT G

Directory of Subconsultants

Subconsultant's Name	Contact Person/Title	Contact Information
Jacobs (CH2M Hill)	Joe Speaks, Project Manager	4 Embarcadero Center 38th Floor San Francisco, CA 94111 T: 415-728-0685 Joe.Speaks@jacobs.com
Parsons Transportation Group (PTG)	Ibro Muftic, VP	555-12th Street, Suite 1850 Oakland, CA 94607 T: 415-407-8893 Ibro.Muftic@parsons.com
Transit Systems Engineers (TSE)	Paul Van Der Wel Senior Vice President Operations Manager	2200 Powell, Suite 300 Emeryville, CA 94608 T: 510 285-6639 x104 paul.vanderwel@tseinc.us
K&J Safety and Security Consulting Services, Inc.	James Tucci, President / Chief Engineer	3257 Elcano Lane Cantonment, FL 32533 T: 850-968-0902 jtucci@kjsafety.com
Multi-Modal	Susan Hafner, Transportation Planner	3704 Eads Avenue La Jolla, CA 92037 T: 619-417-2444 shafnerca@icloud.com
SafetyWright	Sue Cox	48 Moorehead Cres Brampton, ON L6Z4K4 T: 416-419-5318 Sue.Cox@SafetyWright.com
Sadorra Rail	John G. Sadorra	5509 Glenhane Court Antioch, CA 94531 T: 510-329-1334 john@sadorrarail.com
Mike Ellis	Mike Ellis	108 Santa Teresa San Leandro, CA 94579 T: 9257197517 9182mike@gmail.com
CMH	Clementine Clark, SDP Manager	2070 Pine Street, Suite 8 San Francisco, CA 94115
Kal Krishnan Consulting Services, Inc. (KKCS)	Kal Krishnan, President	344 Thomas L. Berkeley Way, Suite 302 Oakland, CA 94612 T: 510-893-3500 Kal.krishnan@kkcsworld.com
Jakes Associates, Inc.	J. David Mori, Principal-in- Charge, Project Manager	1940 The Alameda # 200 San Jose, CA 95126 T: 408-249-7200 d.mori@jakesassociates.com