

THIS PRINT COVERS CALENDAR ITEM NO. : 10.5

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Central Subway Project

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to execute Amendment No. 2 to an agreement with the American Public Transportation Association (APTA), to increase the contract amount by \$50,000 for support services of the Independent Review Panel during tunneling under BART facilities adjacent to the Powell St. Station, for a total contract amount not to exceed \$125,000.

SUMMARY:

- APTA provides a peer review program to assist transportation organizations in addressing public transportation-related needs and issues through the use of subject matter experts. In accordance with the Central Subway Project Cooperative Agreement between the SFMTA and the Bay Area Rapid Transit District (BART), SFMTA has entered into an agreement with APTA to form an Independent Review Panel (IRP) to review and evaluate aspects of the SFMTA's deep tunneling program, insofar as it may have an impact crossing underneath BART's Powell St. Station. BART and SFMTA equally share the costs of the IRP Agreement.
- Tunneling has commenced. The IRP seeks a \$50,000 increase in the contract amount for support services during tunneling under BART facilities adjacent to the Powell St. Station.

ENCLOSURES:

1. SFMTA Board Resolution
2. Project Budget and Financial Plan
3. Amendment

APPROVALS:

DATE:

DIRECTOR _____ 10/7/13 _____

SECRETARY _____ 10/7/13 _____

ASSIGNED SFMTAB CALENDAR DATE: October 15, 2013

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PURPOSE

The proposed resolution authorizes the Director of Transportation execute Amendment No. 2 to an agreement with the American Public Transportation Association (APTA), to increase the contract amount by \$50,000 for support services of the Independent Review Panel during tunneling under BART facilities adjacent to the Powell St. Station, for a total contract amount not to exceed \$125,000.

GOAL

The amendment to the IRP Agreement is needed for the construction of the Project's Union Square/Market Street station and its tunnels. The Project is a critical transportation improvement linking neighborhoods in the southeastern part of San Francisco with the retail and employment centers in downtown and Chinatown, and is consistent with the SFMTA Strategic Plan in the following 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 & carsharing the preferred means of travel

Objective 2.2 Improve transit performance.

Goal 3 – Improve the 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.

Goal 4 – Create a workplace that delivers outstanding service

Objective 4.4 Improve relationships and partnerships with our stakeholders.

DESCRIPTION

Background:

The Central Subway Project (Project) is the second phase of SFMTA's Third Street Light Rail Project, and will add 1.67 miles of light rail track north from the northern end of the new Third Street Light Rail at Fourth and King Streets to a terminal in Chinatown. The Project will serve regional destinations, including Chinatown (the most densely populated area of the country that is not currently served by modern rail transportation), Union Square, Moscone Convention Center, Yerba Buena, SoMa and AT&T Park. The Central Subway will also connect BART and Caltrain (the Bay Area's two largest regional commuter rail services), serve a low auto ownership population of transit customers, increase transit use and reduce travel time, reduce air and noise pollution, and provide congestion relief. The public interest and necessity require the construction and operation of the Project to achieve such benefits.

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The Central Subway will include twin bore, subsurface tunnels to connect the Project's three subway stations and provide direct rail service to Union Square and Chinatown. The Project has been planned and located in a manner that will be most compatible with the greatest public good and the least private injury.

Current Status of the Project:

Tunneling activities have commenced. Tunneling under BART facilities adjacent to the Powell St. Station is slated for late November 2013 through December 2013.

The IRP Agreement:

On April 11, 2011, the SFMTA Board of Directors adopted Resolution No. 11-043, approving a Cooperative Agreement between the SFMTA and BART for the reimbursement of costs incurred related to BART's activities to accommodate Central Subway work at the BART Market Street tunnel and the BART Powell Street Station. At BART's request, the Cooperative Agreement requires the parties to establish an Independent Review Panel (IRP) comprised of three experts in tunnel engineering and construction. The IRP will review the plans and specifications and data regarding the progress of tunneling of the Project insofar as it impacts BART facilities. If appropriate, the IRP may make recommendations regarding design and construction, including ground movement and protective measures to avoid damage to the BART facilities. This review will include the performance of the Contractor at designated points along the alignment approaching the point where the subway will cross under the BART facilities located adjacent to the Powell Street Station (the Undercrossing). The IRP will be available until two years after the tunnel boring machines complete the Undercrossing.

On April 7, 2011, the SFMTA entered into an agreement with APTA, under which APTA will convene and facilitate administration of the IRP. The then Executive Director/CEO of the SFMTA executed the Agreement because the amount of the contract (\$75,000) was within his delegated contracting authority. On June 21, 2011, the SFMTA Board adopted Resolution No. 11-078, which approved Amendment No. 1 to the Agreement to provide for indemnity of the IRP members and to increase the hourly rates of the private sector members from \$200 to \$250.

Proposed Amendment:

Amendment No. 2 will increase the contract amount by \$50,000 for a total contract amount not to exceed \$125,000. The original contract amount was \$75,000, representing \$50,000 in services, including APTA's fee, and \$25,000 for travel expenses. The \$50,000 increase will be allocated to professional services of the IRP (for a total of \$100,000 for services). The need for the increase stems from the following factors: 1) the initial estimate by APTA and the IRP was an "order of magnitude" estimate; they did not anticipate the large volume of design documents that had to be reviewed; and 2) the consultant billing rate was greater than originally estimated. As a result, the IRP exhausted its original budget during the design phase review, and thus requires funds for support during tunneling and the Undercrossing.

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Normally a contract modification of this amount would not require approval by the SFMTA Board of Directors, however in 2010, the Board approved a contracting policy that states: “The authority given to the Executive Director/CEO will be limited to cumulative increases of 50% of the original contract amount, and time extensions up to 25% of the original contract term.” The original contract value for this item was not to exceed \$75,000 and thus a contract amendment to increase the amount by \$50,000 requires SFMTA Board approval.

FUNDING IMPACT

The total costs of the IRP Agreement will be shared equally between the SFMTA and BART. The Agreement will be funded with Project funds.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The Civil Service Commission approved the increase in budget on July 1, 2013. The City Attorney’s Office has reviewed this calendar item.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors execute Amendment No. 2 to an agreement with the American Public Transportation Association (APTA), to increase the contract amount by \$50,000 for support services of the Independent Review Panel during tunneling under BART facilities adjacent to the Powell St. Station, for a total contract amount not to exceed \$125,000.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The American Public Transportation Association (APTA) provides a peer review program to assist transportation organizations in addressing public transportation-related needs and issues through subject matter experts within the public transportation industry; and

WHEREAS, In accordance with the Cooperative Agreement between the SFMTA and the Bay Area Rapid Transit District (BART) regarding the Central Subway Project, approved on April 11, 2011 by the SFMTA Board of Directors, SFMTA entered into an agreement with APTA (IRP Agreement) to facilitate the formation of an Independent Review Panel (IRP) to review and evaluate aspects of the SFMTA's deep tunneling program, insofar as it may have an impact on the facilities of BART in San Francisco; and

WHEREAS, The IRP reviews the plans and specifications and data regarding the progress of tunneling of the Project and, if appropriate, makes recommendations regarding design and construction, including ground movement and protective measures to avoid damage to the BART facilities; this review will include the performance of the tunneling contractor at designated points along the alignment approaching the point where the subway will cross under the BART facilities located adjacent to the Powell Street Station; and

WHEREAS, BART and SFMTA equally share the costs of the IRP Agreement; and

WHEREAS, On June 21, 2011, the SFMTA Board adopted Resolution No. 11-078, which approved Amendment No. 1 to the Agreement to provide for indemnity of the IRP members and to increase the not to exceed hourly billing rates from \$200 to \$250; and

WHEREAS, It is necessary to increase the contract amount by \$50,000 to provide funds for support by the IRP during tunneling under the BART facilities; now, therefore, be it

RESOLVED, That the Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute Amendment No. 2 to an agreement with the American Public Transportation Association, to increase the contract amount by \$50,000 for support services of the Independent Review Panel during tunneling under BART facilities adjacent to the Powell St. Station, for a total contract amount not to exceed \$125,000.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of October 15, 2013.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

ENCLOSURE 2
 THIRD STREET LIGHT RAIL PROJECT
 CENTRAL SUBWAY

San Francisco Municipal Railway

Project Budget and Financial Plan

Cost	(\$Million)
Conceptual and Preliminary Engineering	46.22
Program Management & Construction Management	177.00
Final Design	75.72
Construction Contracts	1114.26
Vehicles	24.11
Contingency	67.40
Right-of-Way	36.38
Other Professional Services	37.21
Total Central Subway Cost	\$ 1,578.30

Funding	(\$Millions)
Federal 5309 New Starts	942.20
Federal CMAQ	41.03
State RTIP Grant	88.00
State TCRP Grant	14.00
State Proposition 1A - High Speed Rail	61.31
State Proposition 1B - PTMISEA	307.78
Proposition K Sales Tax Funds	123.98
Total Central Subway Funding	\$ 1,578.30

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

Amendment No. 2 to

**Agreement between the City and County of San Francisco and
the American Public Transportation Association**

This Amendment to Agreement is made effective on the ____ day of _____, 2013, in the City and County of San Francisco, State of California, by and between: the American Public Transportation Association ("APTA"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("SFMTA").

Recitals

- A. On or about April 7, 2011, the City and APTA entered into an Agreement for APTA to facilitate the formation of an Independent Review Panel ("IRP") to review and evaluate aspects of the SFMTA's deep tunneling program, insofar as it may have an impact on the facilities of the Bay Area Rapid Transit District ("BART") in San Francisco.
- B. Effective June 21, 2011, Amendment No. 1 to the Agreement, approved by the SFMTA Board of Directors under Resolution No. 11-078, authorized an unlimited indemnification of APTA and the IRP members and modified the hourly rate of compensation to be paid to the IRP members who are private consultants.
- C. The parties wish to further amend the Agreement to increase the contract amount by \$50,000.

Now, therefore, the Agreement is amended to read as follows:

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

5. Compensation

The private consultants who are members of the IRP shall be paid a reasonable fee for their services, at hourly rates not to exceed \$250. There shall be no compensation for the services of IRP members who are employed by public transit agencies or other governmental entities. City shall pay APTA an administrative fee of Five Thousand, Five Hundred Dollars (\$5,500). City shall reimburse APTA for the reasonable travel expenses of the IRP, including airfare, hotel accommodations as arranged by SFMTA, and federal per diem. In no event shall the compensation for services paid under this Agreement, including the APTA fee, exceed One Hundred Thousand Dollars (\$100,000), and the total amount paid under this Agreement, including travel expenses, exceed One Hundred Twenty Five Thousand Dollars (\$125,000).

No charges shall be incurred under this Agreement nor shall any payments become due to APTA until reports, services, or both, required under this Agreement are received from APTA and approved by SFMTA as being in accordance with this Agreement. City may withhold payment to APTA in any instance in which APTA 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.

2. Except as set forth above, all provisions of the Agreement shall remain the same.

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

CITY

MUNICIPAL TRANSPORTATION AGENCY

CITY: CITY AND COUNTY OF SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY

By: _____
Edward D. Reiskin
Director of Transportation

Date:

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

Secretary, SFMTA Board of Directors

APPROVED AS TO FORM:

DENNIS HERRERA, City Attorney

By: _____
Robin M. Reitzes
Deputy City Attorney

CONTRACTOR: American Public Transportation Association

By: _____
Kathryn D. Waters
Vice President, Member Services

City Vendor Number: 21913