

**THIS PRINT COVERS CALENDAR ITEM NO.: 10.2**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Transit

**BRIEF DESCRIPTION:**

Approving Amendment No. 2 to Agreement No. SFMTA – 2011/12-25, As-Needed Specialized Engineering Services for Rail Vehicle Projects, with Raul V. Bravo + Associates, Inc., to provide additional as-needed engineering services for the light rail vehicle procurement, as well as other as-needed specialized engineering services, such as train control and reliability analysis, to increase the agreement amount by \$1,200,000, for a total amount not to exceed \$7,450,000, and to extend the term of the Agreement by 18 months.

**SUMMARY:**

- In 2013, the SFMTA entered into 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.
- 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 issued Agreement Amendment No. 1 to increase the agreement amount to \$6,250,000 (25% increase) so that the Contractor could continue as-needed engineering services for rail projects.
- The SFMTA now wishes to modify the Agreement to increase the agreement amount by \$1,200,000 and to extend the term of the Agreement by eighteen months so that the Contractor may continue to provide additional as-needed engineering services

**ENCLOSURES:**

1. SFMTAB Resolution
2. Amendment No.2

**APPROVALS:**

**DATE**

DIRECTOR 

March 11, 2019

SECRETARY 

March 11, 2019

**ASSIGNED SFMTAB CALENDAR DATE:** March 19, 2019

**PURPOSE**

To approve Amendment No. 2 to Agreement No. SFMTA – 2011/12-25, As-Needed Specialized Engineering Services for Rail Vehicle Projects, with Raul V. Bravo + Associates, Inc., to provide additional as-needed engineering services for the light rail vehicle procurement, as well as other as-needed specialized engineering services, such as train control and reliability analysis, to increase the agreement amount by \$1,200,000, for a total amount not to exceed \$7,450,000, and to extend the term of the Agreement by 18 months.

**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 as-needed services Agreement include

## **PAGE 3.**

engineering services and staff support for the following projects the LRV4 Procurement which will expand and replace our existing light rail fleet, Historic Vehicle Refurbishment to improve the quality and reliability of our historic streetcars, Surface Signaling on the Embarcadero and Third Street, substation upgrade studies, maintenance and operations organizational assessments, quality inspection services for both light rail and historic vehicles, cost estimating for both light rail and historic vehicles, and support of the vendor-managed inventory (VMI) project.

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 in an amount not to exceed \$5,000,000 and for a term not to exceed six years.

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. The Agreement is now due to end on March 18, 2019.

Due to the unpredictability and variety of project work, the need for professional services and other assistance sometimes exceeded the availability of in-house staff or required specialized expertise. If these services cannot be obtained when needed, it may adversely impact SFMTA projects. This Agreement has enabled staff to obtain technical and professional services and other assistance on short notice to assist and supplement staff on an as-needed basis.

The use of as-needed series is closely monitored. When a project team determines that staff needs assistance to complete work on schedule, they request authorization from the Director of Transit to employ as-needed professional services. Upon approval, a scope of work is prepared and given to the Contractor for a cost proposal. The proposal will be reviewed and negotiated by the Project Manager. Once the Director of Transit approves the negotiated task order and the Controller certifies that funding is available, the Agency issues a Notice to Proceed with the task.

Currently, Small Business Enterprise (SBE) participation is exceeding the 25% goal established for this Agreement.

Importantly, this Amendment will enable continuity of support through the end of the Phase 1 delivery, commissioning and warranty start-up of the Siemens light rail vehicles. Support includes inspection services requiring a Certified Weld Inspector, as well as specialized engineering in such systems as brakes and train control. In the meantime, the SFMTA will draft and issue a Request for Proposals for a new as-needed rail services 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.

**ALTERNATIVES CONSIDERED**

There are two alternatives considered in this contract and its extension. First, the alternative to using this Agreement would be to hire staff in house, but this would make it difficult to provide the necessary range of skills, sometimes very specialized expertise at short notice and only for a limited time period. Due to the variety and specialization of this work, staff with the required skills and experience to perform the work are not always readily available. Staff has determined that this Agreement is the best possible solution to provide continuing support to the Agency. Consultant personnel also have the expertise from having worked at various other transit properties, which will ultimately benefit the SFMTA.

Second, the alternative to this contract extension is to initiate a new As-Needed Specialized Engineering Services Agreement. However, to scope, bid, and select a new vendor would lead to a gap in services at a critical time; this amendment will enable continuity of support through the end of the Phase 1 delivery, commissioning and warranty start-up of the Siemens light rail vehicles. This ongoing support includes inspection services requiring a Certified Weld Inspector, as well as specialized engineering in such systems as brakes and train control.

**FUNDING IMPACT**

This amendment will increase the amount by \$1,200,000, for a total amount not to exceed \$7,450,000. This request is to increase the Agreement ceiling amount but does not allocate funding. The funding is allocated at the task level by the project requesting the as-needed support and varies by project. Funding for these projects may come from a variety of source including federal, state and local grants, and operating funds.

**ENVIRONMENTAL REVIEW**

On January 24th, 2019, the SFMTA, under authority delegated by the Planning Department, determined that Amendment No. 2 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, reference PSC# 4079-12/13, was approved on February 7, 2019.

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

**RECOMMENDATION**

Staff recommends the SFMTA Board of Directors approve Amendment No. 2 to Agreement No. SFMTA – 2011/12-25, As-Needed Specialized Engineering Services for Rail Vehicle Projects, with Raul V. Bravo + Associates, Inc., to provide additional as-needed engineering services for

**PAGE 5.**

the light rail vehicle procurement, as well as other as-needed specialized engineering services, such as train control and reliability analysis, to increase the agreement amount by \$1,200,000, for a total amount not to exceed \$7,450,000, and to extend the term of the Agreement by 18 months.

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, with Parsons Corporation, Inc., in an amount not to exceed \$5,000,000 and for a term not to exceed six years; and,

WHEREAS, The purpose of this Agreement has been for the Contractor to provide 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.; and,

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

WHEREAS, This Amendment No. 2 will provide funding to continue to support engineering and onsite inspections for the ongoing rail vehicle procurements, specialized engineering services such as train control and reliability analysis, and other as-needed services; and,

WHEREAS, The funding for this project will come from a combination of federal, state, and local grant, and operating funds; and,

WHEREAS, On January 24th, 2019 the SFMTA, under authority delegated by the Planning Department, determined that the Amendment No. 2 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; not therefore, be it

RESOLVED, That the SFMTA Board of Directors approves Amendment No. 2 to Agreement No. SFMTA – 2011/12-25, As-Needed Specialized Engineering Services for Rail Vehicle Projects, with Raul V. Bravo + Associates, Inc., to provide additional as-needed engineering services for the light rail vehicle procurement, as well as other as-needed specialized

engineering services, such as train control and reliability analysis, to increase the agreement amount by \$1,200,000, for a total amount not to exceed \$7,450,000, and to extend the term of the Agreement by 18 months.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of March 19, 2019.

---

Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

**Amendment No. 2 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**  
**Agreement No. SFMTA-2011/12-25**  
**CCO-12-1212 (2)**

This Amendment No. 2 to Agreement is made this \_\_\_\_\_ day of March, 2019, 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 Agreement 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.
- 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. The parties now wish to modify the Agreement to increase the agreement amount by \$1,200,000 and to extend the term of the Agreement by 18 months so that the Contractor may continue to provide additional as-needed engineering services for the light rail vehicle procurement, as well as other as-needed specialized engineering services, such as train control and reliability analysis.

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 seven years and six months from the Effective Date of this Agreement.

2. *Section 5.1 of the Agreement (Amount) is replaced in its entirety to read as follows:*

**5.1. Amount.** Compensation under this Agreement shall be based on either a negotiated lump sum price per task or subtask, or actual direct costs plus a negotiated fixed profit per subtask and task. In no event shall the amount of this Agreement exceed Seven Million, Four Hundred Fifty Thousand Dollars (\$7,450,000).

3. *Section 25 (Notices to the Parties) is amended in its entirety to read as follows:*

**25. Notices to the Parties.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail or e-mail and shall be addressed as follows:

To SFMTA: Julie Kirschbaum  
Director of Transit (Acting)  
Municipal Transportation Agency  
One South Van Ness, 7th floor  
San Francisco, CA 94103  
Tel: 415-646-4262  
Julie.kirschbaum@sfmta.com

with a copy to:

Janet Gallegos  
Project Manager  
Municipal Transportation Agency  
601, 25th Street, 2nd Floor, Room #251  
San Francisco, CA 94107  
Tel: 415-579-9791  
janet.gallegos@sfmta.com

To Consultant: Raul V. Bravo  
President  
Raul V. Bravo + Associates  
1889 Preston White Dr., Suite 202  
Reston, VA 20191  
Tel: 703-326-9096  
Cell: 703-623-5786  
raulvbravo@rvba.com

Any notice of default must be sent by registered mail.

4. *Exhibit C is replaced in its entirety with a new Exhibit C, attached.*

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

**CITY**

San Francisco Municipal Transportation Agency

**CONTRACTOR**

Raul V. Bravo + Associates, Inc.

\_\_\_\_\_  
Edward D. Reiskin  
Director of Transportation

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

Authorized By:

City Vendor Number: 95251

Municipal Transportation Agency Board of Directors

Resolution No: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
Roberta Boomer, Secretary

Approved as to Form:

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Robin M. Reitzes  
Deputy City Attorney

## EXHIBIT C

### Direct Salary Rates by Positions or Class for Consultant and all Subconsultants

Firm	OH Rate	Title	Name	Direct Hourly Rate	Office Billing Rate*	Field Billing Rates*
<b>RVB+A</b>		CWI	Daniel Kelley	60.47		117.92
Office =	110%	QA/QC Inspector	Lance Vallieres	41.73		81.37
Field=	95%	Trolley Maintenance SME	Karl Johnson	65.00		126.75
		As-Needed Engineer	TBD	80.00	168.00	
		Admin Support	TBD	25.00	52.50	
		Sr Mechanical Engineer	Steve Shapiro	85.71	179.99	
		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	
		Project Manager/Buy America	Nick Semchuk	67.91	142.61	
		CWT/CWE - QA/QC - Prog Man	Paul Bury	55.34	116.21	
		Structural Engineer	Theresa Zemelman	43.75	91.88	
		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	
<b>CH2M</b>		Admin Support	Susan V. Dancel	35.83	74.19	
Office =	107.07%	Vehicle Lead	Gavin Fraser	119.82	248.11	
Field=	93.10%	Mechanical Engineer	John J. Gregory**	90.04	186.45	172.12
		Propulsion Engineer	Nigel Jones	76.28	157.95	
		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	49.45	102.40	
		Safety Engineer	John Simon	78.61	162.78	
		Doc Management Sys Support	Cara Baker	63.45	131.38	
		Traction Power Engineer	Robert McPherson	108.25	224.15	
		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	
		Task Manager	Joe Speaks	84.58	175.14	
		Analyst	Celestine Do	46.41	96.10	
<b>Multi-modal</b>		Transportation Planning Support	Susan Hafner***	225.00	225.00	
<b>SafetyWright</b>		Safety Engineer	Sue Cox***	130.00	130.00	
<b>Sadorra Rail</b>		Engineering Consultant	John G. Sadorra***	120.00	120.00	
<b>Mike Ellis</b>		O&M Specialist/Consultant	Mike Ellis***	150.00	150.00	

\* Rates shown do NOT include profit, which will be negotiated with each task order

\*\*Transferred rate from Field to Home as of March 1, 2018

\*\*\* Fully burdened rate - No overhead applies. Negotiated profit or sub management fee applies.

## EXHIBIT C

### Direct Salary Rates by Positions or Class for Consultant and all Subconsultants

Firm	OH Rate	Title	Name	Direct Hourly Rate	Office Billing Rate*	Field Billing Rates*
<b>B&amp;C</b>	Office = 102.89%	Signal Sr. Engineer	David Coury	81.10	164.54	
		Signal Sr. Engineer	Mark Bailey	88.94	180.45	
		Signal Sr. Engineer	Steve Falk	91.35	185.34	
		Signal Sr. Engineer	Patrick Tran	81.73	165.82	
		Signal Engineer	Ria Almeida	42.50	86.23	
		Software Project Engineer	Mike Kirk	79.33	160.95	
		Communications Sr. Engineer	Mike Kozlowski	63.75	129.34	
		Communications Engineer	Jacky So	32.01	64.95	
		Software Engineer	Matthew Strange	28.85	58.53	
		Software Engineer	Daniel Slagle	27.64	56.08	
		Field Engineer	Terry Thoene	48.08	97.55	
		CAD Operator	Chris San Jose	34.17	69.33	
<b>CMH</b>	Office = 94.00% Field= 95.00%	SDP Manager	Clementine Clark	75.40	146.28	285.25
		Bilingual Assistant I	Gladys Soto	30.39	58.96	114.97
		Admin Assistant II	Saudia Lawrence	31.25	60.63	118.23
		Admin Assistant I	Melanie Anderson-Stampley	27.73	53.80	104.91
		Sr Compliance Manager	Theodore Lawrence	80.63	156.42	305.02
		Compliance Specialist II	Star Perez/Nicole Rodriguez	44.53	86.39	168.46
		Document Control	Kelenia Olsen	34.12	66.19	129.07
		DBA System Administrator	Robert Soto	69.37	134.58	262.43
<b>KKCS</b>	Office = 101.68% Field= 95.00%	Risk Assessment	Stan Tomlinson	93.49	188.55	367.67
		O&M Support	Robert Klym	74.26	149.77	292.05
		Claims Analyst	Arie Ravid	86.71	174.88	341.02
		Cost Estimator	Robert Manshell	79.78	160.90	313.76
<b>Jakes</b>		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	
<b>Parsons</b>	Office = 110% Field= 95%	Cost Analysis	Jesse Cumberlander	93.49	196.33	382.84
		Rail Support	Chukwuma Umolu	76.81	161.30	314.54
		Signaling Support	Ray Paice	80.47	168.99	329.53
		Communications	Zheng Lui	59.09	124.09	241.98

\* Rates shown do NOT include profit, which will be negotiated with each task order

\*\*Transferred rate from Field to Home as of March 1, 2018

\*\*\* Fully burdened rate - No overhead applies. Negotiated profit or sub management fee applies