

**STAFF REPORT FOR CALENDAR ITEM NO.: 17  
FOR THE MEETING OF: May 11, 2017**

**TRANSBAY JOINT POWERS AUTHORITY**

**BRIEF DESCRIPTION:**

Authorize the Executive Director to execute Amendment No. 03 to Agreement No. 03-02-DTX ENGR-002, Engineering Design Services for Caltrain Downtown Extension Project Term 3 (2014 -2017), between the Transbay Joint Powers Authority (TJPA) and Parsons Transportation Group (Parsons) (Term 3 Agreement) to extend the term of the Term 3 Agreement by two years (2017–2019); increase the contract amount by \$2.6 million, for a total contract amount of \$6.8 million; and update the assigned Key Personnel, all as consistent with funding partner conditions.

**EXPLANATION:**

Phase 2 of the Transbay Transit Center Program (Program), which comprises mainly the Downtown Rail Extension (DTX) project, requires a multi-disciplinary engineering design team to provide engineering services on behalf of the TJPA; assist in planning, engineering/designing, managing, and implementing this large and complex public infrastructure project; and provide other related professional services. Parsons has been providing these services, including completing the 30% Preliminary Engineering (PE) of the DTX’s original scope based on the 2004 approved environmental document, and on-call technical support under an initial three-year agreement commencing in 2005; two subsequent three-year renewals, executed in 2008 and 2011; and an amendment executed in 2014 extending the contract duration another three years, through June 2017. Through February 2017, Parsons has incurred \$27,659,611, as summarized in the table below:

<b>Term</b>	<b>Award/Action Date</b>	<b>Award Amount</b>	<b>Total Expended</b>	<b>Remaining Amount</b>	<b>Notes</b>
Term 1 (2005-2008)	12/16/2004	\$23,035,142	\$13,811,557	\$0	Closed; Contractor completed Conceptual Engineering
Term 2 (2008-2011)	6/20/2008	\$10,710,000	See below	See below	See below
Amend. No. 1 to Term 2	10/14/2010	\$1,200,000	\$11,161,792	\$0	Closed; Contractor completed Preliminary Engineering on the 2004 Final EIS/EIR elements
Term 3 (2011-2014)	6/9/2011	\$4,200,000	See below	See below	See below
Amend. No. 1 to Term 3 (2014-2017)	6/12/2014	No additional funds authorized			See below
Amend. No. 2 to Term 3	5/12/15	No additional funds authorized	\$2,686,262	\$1,513,738	Open
<b>Total</b>			<b>\$27,659,611</b>	<b>\$1,513,738</b>	

Since completion of the original 30% PE, several elements of the DTX are proposed to be refined to, among other things, accommodate high-speed train requirements and update the design to current standards. A supplemental environmental review process is evaluating these as well as other refinements being proposed for Phase 2. These proposed refinements necessitate updates to bring the Phase 2 design to a 30% level of completion.

In June 2016, the TJPA Board directed the Executive Director to proceed with bringing the Phase 2 design as described in the Supplemental Environmental Impact Statement/ Environmental Impact Report (SEIS/EIR) to a 30% level of completion. In June 2016, staff submitted a funding request to the San Francisco County Transportation Authority (SFCTA) for the funding necessary to undertake the engineering and related efforts. The request was considered by the SFCTA Board in September 2016, but continued due to concerns that the proposed work could conflict with or prejudice the results of the Railyard Alternatives and I-280 Boulevard Feasibility (RAB) Study being conducted by the City. After discussions with SFCTA staff, the funding request was revised to include design work on only those elements of the Phase 2 project that are common to all alignments being evaluated by the RAB Study. At its April 25, 2017 meeting, SFCTA granted the funding conditioned on this limitation. SFCTA also granted funding for TJPA to study opportunities for reducing the surface impacts of the DTX construction.

Parsons is well-positioned to provide the necessary engineering services. Staff recommends extending the term of the Term 3 Agreement by two years (2017–2019) and increasing the contract amount by \$2.6 million to allow the work to proceed, all as consistent with funding partner conditions.

### **Contract History**

In 2004, Parsons was selected through a competitive procurement process as the highest ranked team to provide engineering and design services for the DTX. On December 16, 2004, the TJPA Board authorized the Executive Director to execute an engineering design professional services agreement with Parsons for an initial three-year term (2005–2008) (Term 1), with the option to renew the agreement for two additional terms of three years each, and a maximum compensation amount of \$23,035,142 (Agreement No. 03-02-DTX ENGR-000). Term 1 was subsequently amended to extend through June 2008. Through Term 1, \$13,811,557 was expended on the Conceptual Engineering phase of design for both the current alignment as well as a loop track alignment, which resulted from in-depth value management (VM) studies to identify areas where project cost and schedule efficiencies could be achieved. This VM work informed the ongoing Conceptual Engineering effort, and provided inputs to the next phase, Preliminary Engineering. Term 1 was closed upon expiration of the period of performance.

On June 20, 2008, the TJPA Board authorized the Executive Director to renew the agreement for an additional three-year term (2008–2011) (Term 2) and maximum compensation of \$10,710,000 (Agreement No. 03-02-DTX ENGR-001) to perform Preliminary Engineering. In July 2010, Parsons delivered the 30% Preliminary Engineering Report and Plans for the Locally Preferred Alternative alignment.

On October 14, 2010, the TJPA Board authorized the Executive Director to execute Amendment No. 1 to the Term 2 Agreement, increasing the maximum compensation by \$1,200,000 to a total of \$11,910,000, which allowed Parsons to continue providing ongoing support for the Transit Center design interface and interfaces with California High-Speed Rail Authority (CHSRA), Caltrain, and Federal Railroad Administration (FRA). Of this amount, \$11,161,792 was expended on ongoing support for coordination with outside agencies and delivery of the 30% Preliminary Engineering Report and Plans for a tunnel-to-tunnel connection with CHSRA at Sixth Street. The Term 2 Agreement was closed upon expiration of the period of performance.

On June 9, 2011, the TJPA Board authorized the Executive Director to renew the agreement for an additional three-year term (2011–2014) (Term 3) and a maximum compensation of \$4,200,000 (Agreement No. 03-02-DTX ENGR-002) for ongoing engineering support including coordination with the Transit Center design team, structural engineering studies in support of Phase 2 property acquisition, and provisions for the Central Subway light rail crossing of the DTX at Fourth Street.

On June 12, 2014, the TJPA Board authorized the Executive Director to execute an Amendment No. 1 to the Term 3 Agreement (Amendment No. 1 to Agreement No. 03-02-DTX ENGR-002) for an additional three-year term (2014-2017) with no increase to the contract dollar amount. Through February 2017, \$2,686,262 has been incurred for the following: ongoing coordination with the RAB Study and other outside agencies, progress drawing sets for coordination with the rail operators, a refinement study and a mezzanine sizing study for the Fourth and Townsend Street Station, conceptual sketches for the tunnel stub, an update to the East Bay connection technical memorandum to reflect the train box extension, a cost estimate refresh of the 2010 cost estimate to 2016 dollars, a high-level review of tunneling options, and support for the development of the SEIS/EIR. A second amendment to the Term 3 Agreement was executed on May 12, 2015, to incorporate a change to the Key Personnel listed in the Agreement. The current term will expire on June 30, 2017.

### **Continued Engineering Services**

With the approval for continued funding, Parsons will be able to complete and update the 30% Preliminary Engineering of the proposed refinements to the Phase 2 scope north of the intersection of Second and Townsend streets. This includes structural engineering on the widened throat structure and the BART/Muni Pedestrian Connector; right-of-way engineering to determine opportunities for underpinning structures in lieu of demolition in the vicinity of the throat structure; and development of designs for rail systems, design of the emergency exiting and ventilation structure on Second Street, utility relocation plans north of Townsend Street, a traffic management plan for the areas north of Townsend Street, and architectural plans for the BART/Muni Pedestrian Connector. Parsons will also be able to perform an engineering study on opportunities to reduce the surface impacts from Phase 2 construction.

TJPA staff anticipate that additional design and engineering scope items beyond what is described here would be presented to the TJPA Board for its consideration at the appropriate time.

Staff believes that amending the Term 3 Agreement for two additional years (July 2017 - June 2019) and for an additional amount of \$2.6 million (\$6.8 million total contract authorization)

would be more efficient and cost effective than engaging in a new competitive procurement process to select a consultant for continuing engineering services at this time. The services will require a detailed understanding of the design work completed to date and the detailed and particular requirements and agreements reached with the TJPA's partners, including Caltrain and CHSRA. The time investment that would be required for a new engineering firm to review all the necessary materials and information prepared over the last 12 years would be costly, and would significantly affect a new consultant's ability to deliver the services in accordance with the proposed Phase 2 timeline.

The scope of services to be performed under Amendment No. 03 would continue to be authorized by the TJPA on an as-needed and as-funded basis via written notices to proceed (NTP); staff will continue to negotiate with Parsons regarding specific scopes of work, cost, and fee for each NTP with terms that are agreeable to the TJPA. Amendment No. 03 also updates the assigned Key Personnel listed in the Agreement.

**RECOMMENDATION:**

Staff recommends that the Board authorize the Executive Director to execute Amendment No. 03 to Agreement No. 03-02-DTX ENGR-002, Engineering Design Services for Caltrain Downtown Extension Project Term 3 (2014-2017), to extend the Term 3 Agreement by two years (July 2017–June 2019), increase the maximum amount under the Term 3 Agreement by \$2.6 million for a total amount of \$6.8 million, and update the assigned Key Personnel. The increase to the Term 3 Agreement would be funded by SFCTA, as approved by the SFCTA Board of Commissioners on April 25, 2017.

**ENCLOSURES:**

1. Resolution
2. Amendment No. 3

**TRANSBAY JOINT POWERS AUTHORITY  
BOARD OF DIRECTORS**

**Resolution No. \_\_\_\_\_**

WHEREAS, On December 16, 2004, the Transbay Joint Powers Authority (TJPA) Board of Directors (TJPA Board) unanimously resolved to authorize the Executive Director to execute a Professional Services Agreement for Engineering Design Services for the Caltrain Downtown Extension project with Parsons Transportation Group, Inc. (Agreement) for an initial three-year term (2005–2008) (Term 1), as amended, with the option to renew the Agreement for two additional terms of three years each and a maximum compensation of \$23,035,142, of which \$13,811,557 was expended; and

WHEREAS, the TJPA Board authorized the Executive Director to execute renewed agreements with Parsons for engineering design services each for a term of three years in 2008 (Term 2), as amended, with a maximum compensation of \$11,910,000, of which \$11,161,792 was expended, and in 2011 (Term 3), as amended, with a maximum compensation of \$4,200,000, of which \$2,686,262 has been incurred (through February 2017); and

WHEREAS, On June 12, 2014, the TJPA Board authorized the Executive Director to renew the Term 3 Agreement for an additional three-year term (2014–2017) with no increase to the contract maximum; and

WHEREAS, The TJPA wishes to secure design services to complete and update the 30% Preliminary Engineering of the proposed refinements to the Phase 2 scope north of the intersection of Second and Townsend streets, including structural engineering on the widened throat structure and the BART/Muni Pedestrian Connector; right-of-way engineering to determine opportunities for underpinning structures in lieu of demolition in the vicinity of the throat structure; and development of designs for rail systems, design of the emergency exiting and ventilation structure on Second Street, utility relocation plans north of Townsend Street, a traffic management plan for the areas north of Townsend Street, and architectural plans for the BART/Muni Pedestrian Connector. TJPA also wishes to secure services to perform an engineering study on opportunities to reduce the surface impacts from Phase 2 construction; and

WHEREAS, The TJPA has determined that Parsons is well qualified to continue to perform the scope of services in a cost-effective manner; now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute Amendment No. 3 to the Term 3 Agreement to extend the term for an additional two years (July 2017–June 2019), increase the amount by \$2,600,000 for a total not-to-exceed contract amount of \$6,800,000 to allow Parsons to perform needed continuing engineering services, and update the assigned Key Personnel, all as consistent with funding partner conditions.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of May 11, 2017.

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Secretary, Transbay Joint Powers Authority

**Amendment No. 03**  
**Agreement No. 03-02-DTX ENGR-002 between**  
**the Transbay Joint Powers Authority and**  
**Parsons Transportation Group, Inc.**

THIS AMENDMENT to AGREEMENT is entered into as of the 11<sup>th</sup> day of May 2017 by and between the TRANSBAY JOINT POWERS AUTHORITY (“TJPA”) and Parsons Transportation Group, Inc. (the “Contractor”).

By this Amendment No. 03 the TJPA and the Contractor hereby modify Agreement No. 03-02-DTX ENGR-002, Engineering Design Services for Caltrain Downtown Extension Project Term 3, dated June 9, 2011, as amended by Amendment No. 01, dated June 12, 2014, and Amendment No. 02, dated May 12, 2015 (the "Agreement"), only to the extent expressly provided in this Amendment No. 03. All other terms and conditions of the Agreement shall remain in full force and effect.

**Recitals**

- A. On December 16, 2004, the TJPA Board of Directors authorized an agreement (Agreement No. 03-02-DTX ENGR-000) with Contractor for professional engineering design services for the Caltrain Downtown Extension Project (the “Project”). The Agreement included a term of three years (2005–2008) (“Term 1”) with options for two three-year extensions.
- B. On June 20, 2008, the TJPA Board of Directors authorized an agreement (Agreement No. 03-02-DTX ENGR-001) exercising the TJPA’s option to have the Contractor continue professional engineering design services for the Project for a second term of three (3) years (2008–2011) (“Term 2”).
- C. On June 9, 2011, the TJPA Board of Directors authorized the Agreement (Agreement No. 03-02-DTX ENGR-002) exercising the TJPA’s option to have the Contractor continue professional engineering design services for the Project for a third term of three (3) years (2011–2014) (“Term 3”) at a cost not to exceed \$4,200,000.
- D. On June 12, 2014, the TJPA Board authorized Amendment No. 1 to the Agreement, exercising the TJPA’s option to have the Contractor continue professional engineering design services for the Project for three (3) years (2014–2017) with no increase to the contract maximum.
- E. On May 12, 2015, the TJPA Executive Director authorized Amendment No. 2 to the Agreement, replacing the Key Personnel Project Manager.
- F. To date, the Contractor has not expended all of the authorized funds under the Agreement.
- G. By this Amendment No. 03 to the Agreement, the TJPA authorizes a two-year extension of Term 3 (2017–2019) to have the Contractor perform design services to complete and update the 30% Preliminary Engineering of the proposed refinements to the Phase 2 scope north of the intersection of Second and Townsend streets, including structural engineering on the widened throat structure and the BART/Muni Pedestrian Connector; right-of-way engineering to determine opportunities for underpinning structures in lieu of demolition in the vicinity of the throat structure; and development of designs for rail systems, design of the emergency exiting and ventilation structure on Second Street, utility relocation plans north of Townsend Street, a traffic management plan for the areas north of Townsend Street, and architectural plans for the BART/Muni Pedestrian Connector. TJPA also wishes to secure services to perform an engineering study on opportunities to reduce the surface impacts from Phase 2 construction.

- H. Contractor represents and warrants that it is qualified to perform the services required by the TJPA as set forth under the Agreement and this Amendment No. 03.
- I. The TJPA and Contractor intend that the Agreement and this Amendment No. 03 comply with the regulations of the United States Department of Transportation (“USDOT”).

Now, THEREFORE, the parties agree as follows:

## **Terms and Conditions**

### **General**

The Contractor shall provide technical support as needed and as authorized through Notices to Proceed (“NTPs”) by the TJPA that describe period of performance, corresponding fee, and describing the authorized scope, which may include, but is not limited to, the following:

- a. Perform engineering design work on elements north of Townsend Street modified or added in the SEIS/EIR, including providing engineering drawings;
- b. Continue providing technical support to the TJPA in interfacing with and reviewing documents produced by Caltrain, the California High-Speed Rail Authority, and the Federal Railroad Administration;
- c. Review and respond to City planning proposals relating to the railyard and other items;
- d. Provide design services for a feasibility study to review opportunities to reduce surface impacts due to Phase 2 construction.

### **Responsibilities and Liabilities**

The Contractor shall remain responsible in accordance with the terms of the Agreement as modified by this Amendment No. 03 for all services described under the Agreement. Nothing in this Amendment No. 03 shall modify or abrogate the rights and responsibilities under the Agreement, including all indemnification and insurance coverage requirements.

### **Fee Structure**

This Amendment No. 03 authorizes services for an additional two (2) years (July 2017– June 2019). This Amendment No. 03 increases the not-to-exceed amount under the Agreement to \$6,800,000.

The TJPA shall compensate the Contractor as provided for in the Agreement. Under no circumstances shall the TJPA be responsible for compensation under Amendment No. 03 that would cause the Agreement to exceed the amount of \$6,800,000.

### **Key Personnel**

Section 5.d. of the Agreement, Key Personnel, is hereby amended by replacing Geotechnical Design Manager Nick O’Riordan with Peter Chou; Civil Design Manager Sampath Goolla with Theresa Larson; and Tunnel Design Manager Stephen Klein with Keith Abey.

All other provisions of the Agreement shall remain in full force and effect.

**TRANSBAY JOINT POWERS  
AUTHORITY**

**CONTRACTOR  
Parsons Transportation Group, Inc.**

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Mark Zabaneh  
Executive Director

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Signature

Transbay Joint Powers Authority  
Board of Directors  
Resolution No.

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Printed Name

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

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Tax Identification Number

Attest:

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Secretary, TJPA Board

**Approved as to Form by:**

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TJPA Legal Counsel