

CALENDAR ITEM NO.: 7.2

FOR THE MEETING OF: November 16, 2006

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute Amendment No. 3 to the Agreement between the Transbay Joint Powers Authority and Parsons Transportation Group, Inc. for Engineering Design Services for the Caltrain Downtown Extension Project (Agreement No. 03-02-DTX ENGR-000) to revise the Key Personnel provisions of the subject agreement. The current Parsons Team Project Manager, Michael Christensen, has vacated this position due to his acceptance of a position with the Port of Los Angeles. The proposed replacement for this Key Personnel position is Robert Sergeant. Modification No. 3 does not change the scope, price or deliverables under the DTX ENGR contract.

ENCLOSURES:

1. Resolution
2. Agreement

RECOMMENDATION:

Staff recommends that the Board of Directors authorize the Executive Director to execute Amendment No. 3 to the Engineering Design Services agreement with Parsons Transportation Group, Inc. to amend the Key Personnel provision by approving the proposed Key Personnel replacement for the Parsons Team Project Manager.

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, On December 16, 2004, the Transbay Joint Powers Authority Board of Directors unanimously resolved to authorize the Executive Director to execute an Engineering Design Services for the Caltrain Downtown Extension Project Agreement; and

WHEREAS, On January 7, 2005, the Executive Director executed an Agreement (Agreement No. 03-02-DTX ENGR-000) with Parsons Transportation Group, Inc. for Engineering Design services (the "DTX Agreement"); and

WHEREAS, On May 25, 2006, the TJPA Board of Directors authorized the Executive Director to execute Amendment No. 1 to the DTX Agreement to modify the Agreement to substitute the Parsons Team Program Manager; and

WHEREAS, On August 31, 2006, the TJPA Board of Directors authorized the Executive Director to execute Amendment No. 2 to the DTX Agreement to modify the Agreement to replace any reference to the Deputy Director/Chief Engineer to the Executive Director; and

WHEREAS, As part of the DTX Agreement, Parsons Transportation Group, Inc. agreed to assign specific key personnel to the Transbay Terminal project; and

WHEREAS, The TJPA Executive Director, working with Parsons Transportation Group, Inc., has determined that the efficient administration of the DTX Agreement requires the substitution of the Parsons Team Program Manager and his respective role in the Project; and

WHEREAS, Such Key Personnel changes requires an Amendment to the DTX Agreement, but does not change the scope, price, or deliverables under the DTX Agreement; now, therefore be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute the attached Amendment No. 3 to the Engineering Design Services for the Caltrain Downtown Extension Project Agreement with Parsons Transportation Group, Inc., to modify the agreement only to substitute the Parsons Team Program Manager position and with no modification to any other material provision of such Agreement.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of November 16, 2006.

Secretary, Transbay Joint Powers Authority

AGREEMENT
AMENDMENT NO. 03
BETWEEN
TRANSBAY JOINT POWERS AUTHORITY
AND
PARSONS TRANSPORTATION GROUP, INC.
FOR
ENGINEERING DESIGN SERVICES
FOR
CALTRAIN DOWNTOWN EXTENSION PROJECT
(Agreement No. 03-02-DTX ENGR-000)

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Agreement Amendment No. 03
Between
The Transbay Joint Powers Authority
and
PARSONS TRANSPORTATION GROUP, INC.
for
ENGINEERING DESIGN SERVICES
FOR
CALTRAIN DOWNTOWN EXTENSION PROJECT
(Agreement No. 03-02-DTX ENGR-000)

THIS AMENDMENT for AGREEMENT is entered into as of the _____ day of _____, 20____ by and between the TRANSBAY JOINT POWERS AUTHORITY (“Authority”) and Parsons Transportation Group, Inc. (the “Contractor”).

Recitals

A. Authority wishes the services of a consulting individual firm to provide engineering design professional services for the Transbay Terminal Program (“Program”)

B. Contractor submitted a written Proposal in response to a Request for Proposals issued February 2, 2004, which was orally presented and rated highest by the Contractor selection committee.

C. Contractor represents and warrants that it is qualified to perform the services required by Authority as set forth under this Agreement.

D. Authority and Contractor intend that this Agreement comply with the regulations of the Federal Transit Administration of the United States Department of Transportation (“FTA”).

E. On December 16, 2004, the Authority Board of Directors adopted Resolution No. 04-021, which authorized the Executive Director to execute the Agreement for said services by Contractor.

F. On May 25, 2006, the Authority Board of Directors adopted Resolution No. 06-008, which authorized the Executive Director to execute Amendment No. 1 to modify the Agreement to substitute the Parsons Team Program Manager.

G. On August 31, 2006, the Authority Board of Directors adopted Resolution No. 06-022, which authorized the Executive Director to execute Amendment No. 2 to modify the Agreement to replace any reference to the Deputy Director/Chief Engineer to the Executive Director.

Now, THEREFORE, the parties agree as follows:

Terms and Conditions

The agreement between the Authority and the Contractor which was executed by the parties on December 16, 2004 is amended as follows:

1. The following attachments include amended terms and conditions:
 - Exhibit A provides amended language to substitute key personnel.

2. All other terms, covenants, and conditions in the original agreement shall remain in full force and effect and shall be applicable to this amendment.

The individuals executing this amendment to the agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have executed this contract Amendment No. 03 on the day first mentioned above.

TRANSBAY JOINT POWERS AUTHORITY

Maria Ayerdi
Executive Director

Transbay Joint Powers Authority
Board of Directors
Resolution No. _____
Adopted: _____
Attest:

Secretary, TJPA Board

Approved as to Form:

By _____
TJPA Counsel

Contractor

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 383, the Authority's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

Authorized Signature

Printed Name

Title

Company Name

Address

Authority, State, ZIP

Phone Number

Federal Employer ID Number

Exhibit A

Revisions to Key Personnel

5. Services Contractor Agrees to Perform

d. Key Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of the Contractor.

The Contractor agrees to commit and assign Robert Sergeant to manage this Project full-time for the Contractor and to serve as the single official contact and spokesperson on behalf of the Contractor in all matters related to the Project for the entire duration of both Phases One and Two. This Contractor Project Manager must have his/her permanent office for this Project located within the San Francisco Bay Area for the entire assigned duration of the Project. The Contractor further agrees that the following key team members shall be committed and assigned to work on the Project for the duration of both Phases One and Two and shall also be staffed at the local Contractor offices within the San Francisco Bay Area for all such time:

1. Robert Sergeant – Project Manager,
2. John Selin – Rail Design Manager,
3. Lois Stevens – Civil Design Manager,
4. John Eddy – Deputy Design Manager,
5. Demetrious Koutsoftas – Geotechnical Design Manager, and
6. Stephen Klein – Tunnel Manager.

Contractor shall advise Authority immediately any time one of the key members deviates from its committed role or time on the Project. Authority may in turn require Contractor to provide a remedy and/or corrective actions for such deviations.

If substitutions for any of the key team members listed above are required, the Contractor shall propose a replacement in writing to Authority's Executive Director for approval. Substitutions will not be approved except for extenuating circumstances (e.g., illness or departure from company).

The Contractor shall replace any key team member departing from the Project or departing from his/her assigned role in the Project with an individual of comparable experience on a non-temporary basis within thirty (30) calendar days of the departure. Failure to replace a key team member shall be cause for the Authority to suspend invoice payments. Furthermore, the Contractor shall not be relieved of its obligation for full performance of the Scope of Services as a result of any unfilled position. The Contractor shall be held fully responsible for any inefficiencies, schedule delays or cost overruns resulting in whole or in part from any key team member departing from the Project or departing from his/her assigned role in the Project before the end of the committed duration. Contractor shall bear any additional costs incurred in substituting personnel. Such costs include relocation expenses, expenses related to recruiting and hiring, training and learning on the job, etc.

Contractor acknowledges that the Contractor selection and the contractor fee was based, in part, on Contractor's proposed key team members as submitted in the response to the Request for Proposals and as negotiated for this Project. Therefore, Authority will not approve any requests for substitution of any key team members within nine (9) months after the issuance of NTP, until it has investigated thoroughly and fully the causes and reasons for such requests and/or the until the Contractor agrees to reduce part of its fee or provide other compensation to reasonably compensate the Authority for the loss of the key team member.