

File No. 171121

Committee Item No. 6

Board Item No. 16

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date November 9, 2017

Board of Supervisors Meeting

Date November 28, 2017

Cmte Board

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
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| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>MTA Board of Directors Resolution</u> |
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Completed by: Linda Wong Date November 3, 2017

Completed by: Linda Wong Date November 14, 2017

1 [Agreement Amendment - Transbay Joint Powers Authority - Municipal Transportation Agency
2 - Transbay Transit Center Program Services - No Additional Cost]

3 **Resolution approving the Third Amendment to Contract No. CS-159 between the**
4 **Municipal Transportation Agency and the Transbay Joint Powers Authority for**
5 **Transbay Transit Center Program Services pursuant to Charter, Section 9.118, for the**
6 **period of July 21, 2009, through June 30, 2018, at no additional cost.**

7
8 WHEREAS, The Municipal Transportation Agency (SFMTA) is a governmental entity
9 which is comprised of the San Francisco Municipal Railway (Muni) and former Department of
10 Parking and Traffic (DPT); and

11 WHEREAS, On July 21, 2009, the SFMTA and the Transbay Joint Powers Authority
12 (TJPA) entered into Contract No. CS-159, SFMTA Transbay Transit Center Program
13 Services, under which the TJPA agreed to reimburse the SFMTA for engineering services
14 related to re-routing of Muni's trolley coach service to accommodate the new TJPA temporary
15 bus terminal; and

16 WHEREAS, On August 9, 2010, the SFMTA and the TJPA entered into a First
17 Amendment to the Contract No. CS-159, for additional SFMTA services, including SFMTA
18 Parking Control Officer services, for the operation of the Temporary Transbay Terminal during
19 key commute hours, increased the agreement amount by \$997,698, for a total not to exceed
20 amount of \$3,280,677, and extended the agreement term through December 15, 2015; and

21 WHEREAS, On May 17, 2013, the SFMTA Board of Directors and the TJPA entered
22 into a Second Amendment to provide additional services associated with the bus storage
23 facility and Transbay Transit Center, as well as the Beale Street temporary traffic bridge, Muni
24 traction power duct bank, and bus ramp, increase the agreement amount by \$2,113,000,
25 resulting in a not-to-exceed agreement amount of \$5,393,677, and extend the term of the

1 Agreement through December 31, 2017; and

2 WHEREAS, The Third Amendment to the Contract No. CS-159 adds additional
3 services related to the installation of ticket vending machines in the new Transbay Transit
4 Center, reallocates task budgets, and extends the term of the Agreement from December 31,
5 2017, through June 30, 2018, at no additional cost, and

6 WHEREAS, On October 17, 2017, the SFMTA Board of Directors adopted Resolution
7 No. 171017-129, to authorize the SFMTA Director of Transportation to execute the Third
8 Amendment to the Contract No. CS-159; now, therefore, be it

9 RESOLVED, That the San Francisco Board of Supervisors approves the Third
10 Amendment to Contract No. CS-159, SFMTA Transbay Transit Center Program Services,
11 pursuant to Charter, Section 9.118 and authorizes the Director of Transportation of the
12 SFMTA, on behalf of the City, to execute the Third Amendment; and, be it

13 FURTHER RESOLVED, That within 30 days of the Third Amendment to the Contract
14 No. CS-159 documents being fully executed by all parties, the final documents shall be
15 provided to the Clerk of the Board for inclusion in the official file.

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THIS PRINT COVERS CALENDAR ITEM NO. : 10

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Capital Programs & Construction

BRIEF DESCRIPTION:

Approving the Third Amendment to Agreement No. CS-159, Intergovernmental Agreement between the Transbay Joint Powers Authority and the San Francisco Municipal Transportation Agency, to add additional services related to installation of ticket vending machines in the new Transbay Transit Center, reallocate task budgets, and extend the term of the Agreement from December 31, 2017 to June 30, 2018 for no additional cost.

SUMMARY:

- On June 21, 2009, the SFMTA Board of Directors authorized Agreement No. CS-159, an Intergovernmental Agreement between the TJPA and the SFMTA (Agreement), for the SFMTA to provide project management services, construction management services, and engineering services to TJPA.
- The Third Amendment authorizes additional service related to installation of SFMTA ticket vending machines in the new Transbay Transit Center, reallocate task budgets within the total existing budget of \$5,393,677, and extends the contract term to June 30, 2018.
- The Board of Supervisors approval is needed for the Third Amendment.

ENCLOSURES:

1. SFMTAB Resolution
2. Third Amendment to Agreement No. CS-159

APPROVALS:

DATE

DIRECTOR _____

SECRETARY _____

ASSIGNED SFMTAB CALENDAR DATE: October 17, 2017

PURPOSE

Approving the Third Amendment to Agreement No. CS-159, Intergovernmental Agreement between the Transbay Joint Powers Authority and the San Francisco Municipal Transportation Agency, to add additional services related to installation of ticket vending machines in the new Transbay Transit Center, reallocate task budgets, and extend the term of the Agreement from December 31, 2017 to June 30, 2018 for no additional cost.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

The Third Amendment to Agreement CS-159 would assist in the implementation of the following goals, objectives and initiatives in the SFMTA Strategic Plan and principles in the Transit First Policy:

Goal 2: Make transit, walking, bicycling, taxi, ridesharing and carsharing the most attractive and preferred means of travel

Objective 2.1 Improve customer service & communications

Objective 2.2 Improve transit performance

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

Objective 3.4 Deliver services efficiently

Goal 4: Create a collaborative environment to support delivery of outstanding service

Objective 4.4 Improve relationships and partnerships with our stakeholders

Transit First 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.
3. Decisions regarding the use of limited public street and sidewalk space shall encourage the use of public rights of way by pedestrians, bicyclists, and public transit, and shall strive to reduce traffic and improve public health and safety
4. Transit priority improvements, such as designated transit lanes and streets and improved signalization, shall be made to expedite the movement of public transit vehicles (including taxis and vanpools) and to improve pedestrian safety.
5. New transportation investment should be allocated to meet the demand for public transit generated by new public and private commercial and residential developments
6. 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.

7. The City and County shall encourage innovative solutions to meet public transportation needs wherever possible and where the provision of such service will not adversely affect the service provided by the Municipal Railway
8. Parking policies for areas well served by public transit shall be designed to encourage travel by public transit and alternative transportation

DESCRIPTION

The TJPA is responsible for designing, constructing and operating the new Transbay Transit Center (Center) at the site of the previous Transbay Terminal at First and Mission Streets in downtown San Francisco. The new Transbay Transit Center will create a new regional intermodal transportation terminal for connecting various transit systems, including an extension of the Caltrain rail line underground from its current terminus at 4th and King Streets.

Construction of the Center has required close coordination with the SFMTA to ensure the safe and efficient movement of vehicular and bus traffic around the Center area during and after construction, including the rerouting of numerous diesel and trolley bus lines that operate within the Center area. Construction of the Center also requires traffic planning, traffic signal changes, and lane reconfigurations. On June 21, 2009, the SFMTA Board of Directors approved the Agreement to provide services to the TJPA in the areas of project management, construction management, overhead contact system inspection and engineering support, and traffic engineering for the Temporary Terminal, demolition, utility relocation, bus storage, and transit center projects, with a total contract amount of \$2,282,979 until December 31, 2014.

On November 16, 2010, the SFMTA Board of Directors authorized the First Amendment to Agreement No. CS-159 to provide additional services, including SFMTA Parking Control Officer services, for the operation of the Temporary Transbay Terminal during key commute hours, increased the contract amount by \$997,698, for a total contract amount of \$3,280,677, and extended the term of the Agreement to December 15, 2015.

On February 5, 2013, the SFMTA Board of Directors authorized the Second Amendment to Agreement No. CS-159 to provide additional services associated with the bus storage facility and the Center, as well as the Beale Street temporary traffic bridge, Muni traction power duct bank, and Bus Ramp, increased the contract amount by \$2,113,000, resulting in a not-to-exceed contract amount of \$5,393,677, and extended the contract term until December 31, 2017.

Since 2013, some of the tasks have been completed, such as construction of the temporary terminal, temporary bridges and bus ramps and funds are no longer required for these tasks, but additional funds are required for other tasks, including traction power design and construction management, work related to the bus storage facility, and parking control officers for Fiscal Year 2017-18. The TJPA also requested new services related to the installation of SFMTA ticket vending machines in the Center. In addition, the Agreement assumed transit operations would move from the Temporary Terminal to the Center by December 31, 2017; however, transit operations are now anticipated to move in early 2018. The Third Amendment authorizes additional services related to installation of ticket vending machines and realigns task budgets (with no additional money to the agreement), clarifies the scope of work related to SFMTA Overhead Contact System (OCS) and Traction Power services, and extends the term of the Agreement to June 30, 2018, to allow the continuation of services during the transition from

construction to operations.

STAKEHOLDER ENGAGEMENT

The TJPA determined that new services related to the installation of ticket vending machines are required. The TJPA, working with the SFMTA, determined that continued services including traction power design, construction management, bus storage facility and parking control officer services in Fiscal Year 2018, would facilitate completion of the Center.

The TJPA Board of Directors approved the Third Amendment on July 13, 2017.

ALTERNATIVES CONSIDERED

The Board may choose to approve or not approve the Third Amendment. Approval of the Amendment will allow SFMTA to maintain expected standards with inspectors able to review installation of SFMTA ticket vending machines in a timely manner, and provide continued support for the Center. Not approving the Amendment will limit the construction support for the Center from SFMTA and potential delay in approving the installation of the SFMTA ticket vending machines and no inspections can be offered to TJPA after December 31, 2017 as the current Agreement expires.

FUNDING IMPACT

None. The Third Amendment reallocates task budgets within the existing contract amount of \$5,393,677.

ENVIRONMENTAL REVIEW

On September 27, 2017, the SFMTA, under authority delegated by the Planning Department, determined that the Third Amendment to Agreement No. CS-159 is not defined as 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

Charter Section 9.118 requires that any amendments or modifications to revenue contracts with anticipated revenues of \$1,000,000 or more be approved by the Board of Supervisors, therefore the Board of Supervisors will need to approve this amendment.

The TJPA Board of Directors approved the Third Amendment on July 13, 2017.

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

RECOMMENDATION

Staff recommends that the Board approve the Third Amendment to Agreement No. CS-159, Intergovernmental Agreement between the Transbay Joint Powers Authority and the San Francisco Municipal Transportation Agency, to add additional services related to installation of ticket vending machines in the new Transbay Transit Center, reallocate task budgets, and extend the term of the Agreement from December 31, 2017 to June 30, 2018 for no additional cost.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 171017-129

WHEREAS, On June 21, 2009, the SFMTA Board of Directors authorized Agreement No. CS-159, an Intergovernmental Agreement with the Transbay Joint Powers Authority for the SFMTA to provide services to the TJPA in the areas of project management, construction management, overhead contact system inspection and engineering support, and traffic engineering for the Temporary Terminal, Demolition, Utility Relocation, Bus Storage, and Transit Center projects with a maximum compensation of \$2,282,979; and,

WHEREAS, On November 16, 2010, the SFMTA Board of Directors authorized the First Amendment for additional SFMTA services, including SFMTA Parking Control Officer services, for the operation of the Temporary Transbay Terminal during key commute hours, increased the agreement amount by \$997,698, for a total not to exceed amount of \$3,280,677, and extended the agreement term to December 15, 2015; and,

WHEREAS, On February 5, 2013, the SFMTA Board of Directors authorized the Second Amendment to provide additional services associated with the bus storage facility and Transbay Transit Center, as well as the Beale Street temporary traffic bridge, Muni traction power duct bank, and bus ramp, increased the agreement amount by \$2,113,000, resulting in a not-to-exceed agreement amount of \$5,393,677, and extended the term of the Agreement to December 31, 2017; and,

WHEREAS, On September 27, 2017, the SFMTA, under authority delegated by the Planning Department, determined that the Third Amendment to Agreement No. CS-159 is not defined as 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).

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.

RESOLVED, That the SFMTA Board of Directors approves the Third Amendment to Agreement No. CS-159, Intergovernmental Agreement between the Transbay Joint Powers Authority and the San Francisco Municipal Transportation Agency, to add additional services related to installation of ticket vending machines in the new Transbay Transit Center, reallocate task budgets, and extend the term of the Agreement from December 31, 2017 to June 30, 2018 for no additional cost; and be it further

RESOLVED, That the SFMTA Board of Directors requests that the Board of Supervisors approve the Third Amendment to Agreement No. CS-159 pursuant to Charter Section 9.118.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of October 17, 2017.

R. Boomee
Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

**THIRD AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT No. CS-159 BETWEEN THE
TRANSBAY JOINT POWERS AUTHORITY AND THE
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

This Amendment is made this day of _____, 2017, in the City and County of San Francisco, State of California, by and between the Transbay Joint Powers Authority (the "TJPA") and the City and County of San Francisco, a municipal corporation (the "City") acting by and through its San Francisco Municipal Transportation Agency ("SFMTA").

RECITALS

WHEREAS, SFMTA and the TJPA have entered into an intergovernmental agreement dated July 21, 2009, for traffic engineering, overhead contact system ("OCS") design, and construction management services related to the Temporary Transbay Terminal, demolition of the then existing Transbay Terminal, utility relocation, Bus Storage Facility, and Transbay Transit Center for the Transbay Transit Center Program ("Agreement"); and

WHEREAS, SFMTA and the TJPA entered into a First Amendment to the Agreement on August 9, 2010, adding SFMTA parking control officer services for the operation of the Temporary Terminal during key commute hours to the scope of work, increasing the contract amount and extending the term of the Agreement; and

WHEREAS, SFMTA and the TJPA entered into a Second Amendment to the Agreement on February 14, 2013, to provide additional services associated with the Bus Storage Facility and the Transit Center, as well as the Beale Street temporary traffic bridge, Muni traction power duct bank, and Bus Ramp, increasing the contract amount and extending the term of the Agreement; and

WHEREAS, Cubic Transportation Systems has provided a quote for the provision and installation of four ticket vending machines within the Transit Center, TJPA has agreed to accept and fund Cubic Transportation Systems' proposal through the SFMTA for a not-to-exceed amount of \$40,000; and

WHEREAS, SFMTA and TJPA have agreed to reallocate funding within the task budgets of Exhibits A1, A2, A3, A4, A6, A7, A8, A9, and A10 while remaining within the total not-to-exceed-budget of \$5,393,677; and

WHEREAS, SFMTA and TJPA have agreed to clarify language related to the Exhibit A3, SFMTA Muni OCS and Traction Power Project Management, Planning and Coordination, Engineering, Construction Management Support and Inspection Services; and

WHEREAS, the Second Amendment to the Agreement assumed transit operations would begin at the Transit Center by December 31, 2017, Amendment Three extends the term of the Agreement to accommodate an anticipated start of transit operations at the Transit Center in early 2018; and

WHEREAS, SFMTA and the TJPA wish to further amend the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, the TJPA and the SFMTA agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

- a. **Agreement.** The term "Agreement" shall mean the Intergovernmental Agreement between the Transbay Joint Powers Authority and the San Francisco Municipal Transportation Agency, dated July 21, 2009, including the First Amendment to the Agreement dated August 9, 2010, and the Second Amendment dated February 14, 2013.
- b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

a. Section I, "Scope of Services."

Section I paragraph D shall be amended as follows:

D. For construction of the Transit Center, the SFMTA shall provide to the TJPA project management, traffic planning, traffic engineering, and shop services, and on-going planning, coordination, and engineering. *The SFMTA shall also provide and install four (4) ticket vending machines within the Transit Center.*

b. Exhibits A1 (Temporary Terminal), A2 (Existing Terminal Demolition), A3 (Utility Relocation), A4 (Transit Center), A6 (Miscellaneous Service), A7 (Temporary Terminal Operations), A8 (Temporary Bridge), A9 (Bus Ramp), and A10 (Construction Coordination Support)

Exhibits A1, A2, A3, A4, A6, A7, A8, A9, and A10 are attached to this Amendment and incorporated by reference as though fully set forth herein.

c. Section III. Term; Termination

Subsection A shall be replaced in its entirety to read as follows:

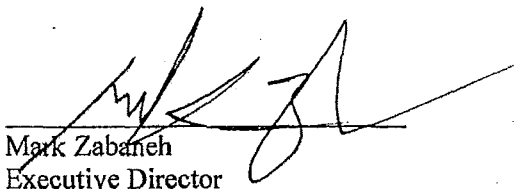
- A. Term.** This Agreement will commence on the Effective Date and terminate on June 30, 2018, unless extended by the parties or terminated earlier by the parties.

3. Legal Effect. Except as expressly modified by this Third Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties execute this Agreement in San Francisco as of the date first mentioned above.

TRANSBAY JOINT POWERS AUTHORITY

**CITY AND COUNTY OF SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

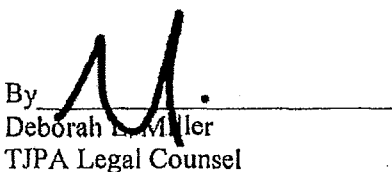


Mark Zabaneh
Executive Director

Edward D. Reiskin
Director of Transportation

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By 

Deborah L. Miller
TJPA Legal Counsel

Dennis J. Herrera, City Attorney
By _____
John I. Kennedy
Deputy City Attorney

TJPA Board of Directors

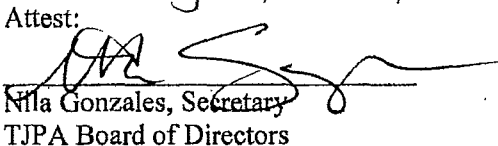
SFMTA Board of Directors

Resolution No. 17-029

Resolution No. _____

Date: July 13, 2017

Dated: _____

Attest:


Nila Gonzales, Secretary
TJPA Board of Directors

Attest:

Roberta Boomer, Secretary
SFMTA Board of Directors

Board of Supervisors
Resolution No. _____

Adopted: _____

Attest: _____
Clerk of the Board

**AMENDED EXHIBIT A1
TEMPORARY TERMINAL**

**PROJECT MANAGEMENT, ENGINEERING SUPPORT, CONSTRUCTION
MANAGEMENT, AND SIGNAGE, STRIPING & METER SERVICES BY SFMTA**

A. Scope of SFMTA (MUNI) Construction Management, Inspection, and Engineering Services:

- I. TJPA is constructing a Temporary Transbay Terminal at Howard Street between Beale and Main streets. The SFMTA shall provide construction administration, inspection and engineering support services for the installation of the overhead contact system (OCS) to support the Temporary Transbay Terminal. SFMTA construction staff will work with the TJPA Construction Management-Resident Engineer.

- II. The scope of SFMTA's services is limited to the following:
 - Coordinating and interfacing with project team members including TJPA, TJPA Contractor through TJPA Construction Management, and SFMTA (including SFMTA Resident Engineer, Inspectors, MUNI Maintenance and Operations).
 - Assisting TJPA Construction Management-Resident Engineer in coordinating with MUNI Street Operations to request vehicles to test the OCS.
 - Assisting TJPA Construction Management-Resident Engineer in submitting Contractor's clearance requests to SFMTA's Operation Central Control (OCC) and attending clearance meetings.
 - Calling in and closing out daily OCC clearances.
 - Providing inspection services (days, nights, and weekends) for the OCS work.
 - Issuing daily inspector reports for the OCS work.
 - Providing fulltime monitoring whenever OCS Contractor performs work impacting SFMTA operations. When authorized, issue directives or other required actions (such as stop work orders) to ensure that Contractor's work does not negatively impact SFMTA's operations or safety.
 - Attending progress, coordination, and traffic management meetings for the OCS work.
 - Assisting TJPA Construction Management-Resident Engineer in reviewing OCS submittals and RFIs by providing comments and recommendations.
 - Assisting TJPA Construction Management-Resident Engineer in reviewing OCS work progress and Contractor's submitted work plan.
 - Assisting TJPA Construction Management-Resident Engineer in processing progress payments by issuing recommendations for OCS quantity measurement and completion.
 - Assisting TJPA Construction Management-Resident Engineer in the management of change orders related to OCS work that affects SFMTA's operations.
 - Assisting TJPA Construction Management-Resident Engineer in reviewing Contract Change Order Requests and changes related to the OCS.

- Providing SFMTA passengers with advance and timely information regarding changes to bus stops from the Existing Terminal to the Temporary Terminal
- Providing for SFMTA street supervision during planned overhead shutdowns/reroutes and initial test of trains/trolleys as part of OCS construction.

Not to Exceed Budget: \$100,000

B. Scope of SFMTA (DPT) Construction Administration, Engineering and Inspection Services:

- I. SFMTA shall provide engineering and inspection services for the construction of new traffic signals and parking meters, and for the reconfiguration of roadways to support the Temporary Terminal.
- II. The scope of SFMTA's services is limited to the following:
 - Attend regular meetings, coordinate with various agencies and departments to minimize vehicular, pedestrian and transit impacts due to construction.
 - Review the traffic routing to accommodate the demolition of the public right-of-way.
 - Review the traffic routing needs to accommodate the relocation of utilities adjacent to the Temporary Terminal.
 - Review and comment on the traffic routing plans as needed.
 - Provide inspection services and recommend operational adjustments to accommodate the reconfiguration of the roadways and traffic controls.
 - Provide electrical inspection for traffic signal construction work.

Not to Exceed Budget: \$200,000

C. Scope of SFMTA (DPT) Signage, Striping and Parking Meter Relocation Services:

- I. SFMTA shall relocate and install new traffic control signs, remove and relocate all parking meters and furnish and install all final street striping in accordance with the approved Temporary Terminal plans.
- II. The scope of SFMTA's services is limited to the following:
 - Provide all labor and materials necessary to remove existing City owned traffic control signs and guide signs and install new signage in the public right-of-way.
 - Provide all labor and materials necessary to remove existing parking meters and install new City-owned parking meters in the public right-of-way.
 - Provide all labor and materials necessary to grind existing striping and install final striping for the project.

Not to Exceed Budget: \$350,000

AMENDED EXHIBIT A2

EXISTING TERMINAL DEMOLITION

**OCS PROJECT MANAGEMENT, ENGINEERING SUPPORT &
CONSTRUCTION MANAGEMENT SERVICES BY SFMTA**

A. Scope of SFMTA (MUNI) Construction Management, Inspection, and Engineering Services:

- I. The TJPA will demolish the existing Transbay Terminal on Mission Street between Fremont and First streets. The SFMTA shall provide engineering and construction management services for the demolition of the existing Transbay Terminal. SFMTA construction staff will work with TJPA Construction Management-Resident Engineer.

- II. The scope of SFMTA's services is limited to the following:
 - Assisting TJPA Construction Management-Resident Engineer in coordinating with MUNI Street Operations to request vehicles to test the OCS project.
 - Assisting TJPA Construction Management-Resident Engineer in submitting Contractor's clearance requests to SFMTA's Operation Central Control (OCC) and attending clearance meetings.
 - Calling in and closing out daily OCC clearances.
 - Providing inspection services (days, nights, and weekends) for the OCS work.
 - Issuing daily inspector reports for the OCS work.
 - Providing fulltime monitoring whenever OCS Contractor performs work impacting SFMTA operations. When authorized, issue directives or other required actions (such as stop work orders) to ensure Contractor's work does not negatively impact SFMTA's operations and safety.
 - Attending progress, coordination, and traffic management meetings for the OCS project.
 - Assisting TJPA Construction Management-Resident Engineer in reviewing OCS submittals and RFIs by providing comments and recommendations.
 - Assisting TJPA Construction Management-Resident Engineer in reviewing OCS work progress and Contractor's submitted work plan.
 - Assisting TJPA Construction Management-Resident Engineer in processing progress payments by issuing recommendations for OCS quantity measurement and completion.
 - Assisting TJPA Construction Management-Resident Engineer in the management of change orders related to OCS work that affects SFMTA's operations.
 - Assisting TJPA Construction Management-Resident Engineer in reviewing Contract Change Order Request and changes related to the OCS.
 - Providing SFMTA street supervision for vehicle re-routing during planned shutdowns of the OCS system.
 - Providing SFMTA passengers with timely information regarding changes to bus line routes and stops during the transition to the temporary terminal.

Not to Exceed Budget: ***\$180,389***

B. Scope of SFMTA (DPT) Traffic Engineering Services:

- I. SFMTA shall provide engineering and construction management services to support the demolition of the existing Transbay Terminal.
- II. The scope of SFMTA's services is limited to the following:
 - Participate in the collaborative planning and design efforts by TJPA and its consultants for the routing of vehicle, pedestrian and transit traffic during the demolition of the existing Transbay Terminal.
 - Review final specifications and estimates for traffic routing for demolition.
 - Attend regular meetings and review and comment on traffic routing to accommodate the demolition of the existing Transbay Terminal.

Not to Exceed Budget: **\$53,611**

**AMENDED EXHIBIT A3
UTILITY RELOCATION
TRAFFIC PLANNING AND ENGINEERING SERVICES BY SFMTA**

A. Scope of SFMTA Project Management and Engineering Services:

- I. The TJPA is relocating utility lines on Mission, Fremont, Beale and First streets as part of the Transit Center Relocation of Utilities Project. The SFMTA shall provide traction power analysis and engineering services to support the Transit Center Relocation of Utilities Project.

- II. The scope of SFMTA's services is limited to the following:
 - Review the impact of TJPA's relocation of SFMTA facilities and make recommendations to the TJPA design team based on traction power analysis.
 - Perform traction power analyses to determine the need for new traction power infrastructure (conduits, duct bank, cable, manholes) and make recommendations to TJPA design team.

Not to Exceed Budget: \$55,000

B. Scope of SFMTA Traffic Planning and Project Management Services:

- I. SFMTA shall provide traffic planning, traffic engineering and project management services to support the Transit Center Utility Relocation.

- II. The scope of work is limited to the following:
 - Participate in the collaborative planning and design efforts by TJPA and its consultants for the routing of vehicle, pedestrian and transit traffic during the relocation of utilities adjacent to the Transit Center.
 - Review final specifications and estimates for traffic routing during the relocation of utilities.
 - Attend regular meetings and work with various agencies to minimize the impacts to the public during the utility relocation.
 - Provide SFMTA street supervision for vehicle re-routes.
 - Provide for any needed relocation of SFMTA overhead contact system (OCS), including support for re-routes/bus substitution during any period of OCS shutdown.

**Not to Exceed Budget: \$95,500 (DPT)
 \$15,000 (MUND)**

C. Scope of SFMTA Muni OCS and Traction Power Project Management, Planning and Coordination, Engineering, Construction Management Support and Inspection Services:

- I. *The TJPA is constructing a reconfigured OCS and traction power system at the new Transit Center. SFMTA shall provide project management, planning and coordination, construction management support, engineering and inspection services for the new system.*

- II. The scope of SFMTA's services is limited to the following:
 - *Provide new OCS and traction power design to TJPA.*
 - *Provide existing record as-built documents when requested and available.*
 - *Coordinate and interface with project team members including TJPA, TJPA contractor through TJPA Construction Management Oversight (CMO) consultant, and SFMTA (including SFMTA Resident Engineer, Inspectors, MUNI Maintenance and Operations).*
 - *Assist TJPA in coordinating needed MUNI trolley coach re-routes/stop changes during construction.*
 - *Assist TJPA CMO-Resident Engineer in submitting contractor's clearance requests to SFMTA's Operation Central Control (OCC) and attending clearance meetings.*
 - *Call in and close out daily OCC clearances.*
 - *Provide inspection services (days, nights, and weekends) for the work.*
 - *Issuing daily inspector reports for the work.*
 - *When authorized, issue directives or other required actions (such as stop work orders) to ensure that contractor's work does not negatively impact SFMTA's operations or safety.*
 - *Attend progress, coordination, and traffic management meetings for the work.*
 - *Assist TJPA CMO-Resident Engineer in reviewing submittals and RFIs by providing comments and recommendations.*
 - *Assist TJPA CMO-Resident Engineer in reviewing work progress and contractor's submitted work plan.*

Not to Exceed Budget: \$676,979

**AMENDED EXHIBIT A4
TRANSIT CENTER
TRAFFIC PLANNING AND ENGINEERING SERVICES BY SFMTA**

A. Scope of SFMTA Project Management and Engineering Services:

- I. TJPA is constructing a new Transit Center at Mission Street between Fremont and Beale streets. The SFMTA shall provide project management and engineering design services for the overhead contact system (OCS) project related to the new Transit Center. (See enclosed preliminary sketch, alignments are subject to change.)

- II. The scope of SFMTA's services is limited to the following:
 - Provide construction plans, sequencing plans, specifications, and construction cost estimates, including new trolley pole foundations, trolley poles, wires, wood troughs support spans and bracket arms.
 - Reconfigure existing special OCS.
 - Provide design of existing streetlight transfer to new trolley poles where required; remove existing streetlight poles as needed.
 - Participate in coordination meetings with City agencies, TJPA and TJPA's design team.
 - Coordinate and obtain approval from SFMTA Operations and Maintenance on the bus plaza design.

- III. The scope of SFMTA's services is based upon the following assumptions:
 - a. Baseline survey, existing underground utility information and new Transbay Transit Center drawings to be provided to SFMTA.
 - b. The design and relocation of existing utilities not owned by the SFMTA shall be addressed and designed by other parties. OCS installation may require the relocation of such existing utilities.
 - c. Additional work triggered by the relocation of trolley poles (curb ramp reconstruction, traffic signal and mast arm relocation, and the relocation of traffic signs, etc.) shall be addressed and designed by others.
 - d. All associated civil design elements (e.g. passenger boarding islands) shall be designed and addressed by other parties.
 - e. All new poles shall be designed using standard poles with standard cobra type streetlights.
 - f. Sub-sidewalk basement special foundations, and eyebolts to buildings, if any, shall be addressed and designed by other parties.
 - g. The Conceptual Engineering Report, which is the basis for the Overhead Contact System detailed design.

Not to Exceed Budget: \$661,000

B. Scope of SFMTA Traffic Engineering Services:

- I. SFMTA shall provide traffic planning and engineering services for the new Transit Center.
- II. The scope of SFMTA's services is limited to the following:
 - Participate in the collaborative planning and design efforts by TJPA and its consultants for the routing of vehicle, pedestrian and transit traffic for the new Transit Center.
 - Provide review of conceptual traffic signal plans.
 - Review preliminary specifications and estimates of traffic routing for the new Transit Center.
 - Attend regular meetings and review traffic routing needs to accommodate the construction of the new Transit Center.

Final designs and services for new or modified signage, striping, and traffic signals are outside the scope of proposed SFMTA (MUNI & DPT) services and subject to a separate agreement between TJPA and SFMTA.

Not to Exceed Budget: **\$115,500**

C. Scope of SFMTA Traffic Engineering and Shop Services:

- I. SFMTA shall provide traffic engineering services for the construction by TJPA of the Transit Center on blocks generally bounded by Minna, Natoma, Beale, and Second streets.
- II. The scope of SFMTA's services is limited to the following:
 - Review revised Transbay Transit Center design for traffic signal timing and pole locations proposed at the entry and exit of the Bus Plaza, crosswalk, and traffic lane striping.
 - Review proposed Beale Street sidewalk and roadway reconfiguration.
 - Provide type and location of regulatory traffic signs, curb allocations, etc.
 - Coordinate with SFMTA shops for installation of signs, pavement markings, traffic signals and parking meters; prepare work authorizations as required.
 - Prepare legislation as required.

SFMTA Traffic Engineering \$280,800
SFMTA Shop Services \$100,000

Not to Exceed Budget: **\$380,800**

AMENDED EXHIBIT A6

**MISCELLANEOUS PROJECT MANAGEMENT, ENGINEERING SUPPORT &
CONSTRUCTION MANAGEMENT SERVICES BY SFMTA**

A. Scope of SFMTA's (DPT & MUND) Project Management, Engineering Construction Management, and Inspection Support and Coordination Services:

- I. SFMTA shall provide general planning, project management, engineering support, and construction management services and coordination to support TJPA for the Transbay Transit Center Program.
- II. The scope of work is limited to the following:
 - Providing general project management support and coordination.
 - Providing general engineering support and coordination.
 - Providing general construction management and inspection support and coordination.
 - Providing general traffic planning and engineering support and coordination.
 - *Provide and install four (4) ticket vending machines in the Transit Center.*

Not to Exceed Budget: \$40,000

AMENDED EXHIBIT A7
TEMPORARY TERMINAL OPERATIONS
PARKING CONTROL OFFICER SERVICES

A. Scope of SFMTA (DPT) Parking Control Officer Services:

III. TJPA is constructing a Temporary Transbay Terminal at Howard Street between Beale and Main streets. SFMTA shall provide two parking control officers (PCOs) at key intersections to facilitate bus movement between the Temporary Terminal and the Bay Bridge as indicated in Temporary Transbay Terminal Posts for PM Commutes. The SFMTA shall be reimbursed for these services based on the rates set forth in Transbay Transit Center Program Reduced City Traffic Control Estimate.

IV. The scope of SFMTA's services is limited to the following:

- Prior to scheduled opening of the Temporary Terminal, participate in initial planning session with TJPA to identify intersections where budgeted PCOs will be stationed.
- In accordance with attached spreadsheet, provide PCOs on City streets at key commute hours to manage and direct traffic on the streets around the Temporary Terminal and the streets leading up to the Essex St. on ramp to the Bay Bridge as directed by the TJPA.

Not to Exceed Budget **\$1,072,698**

**AMENDED EXHIBIT A8
TEMPORARY BRIDGE
PROJECT MANAGEMENT, PLANNING AND COORDINATION, ENGINEERING,
CONSTRUCTION MANAGEMENT SUPPORT, INSPECTION, AND TRAFFIC
ENGINEERING SUPPORT BY SFMTA**

A. Scope of SFMTA Project Management, Planning and Coordination, Engineering, Construction Management Support, and Inspection Services

- I. TJPA is constructing a Temporary Bridge on Beale Street mid-block between Mission and Howard streets. SFMTA shall provide project management, planning and coordination, engineering, and construction management support and inspection services for the overhead contact system (OCS) to support the Beale Street Temporary Bridge.

- II. The scope of SFMTA's services is limited to the following:
 - Provide construction plans, sequencing plans, specifications, and construction cost estimates for the OCS including new wires, support spans and bracket arms.
 - Reconfigure existing OCS special work.
 - Add or replace existing trolley poles and foundations as required to support new or relocated OCS.
 - Provide demolition design of existing trolley poles where required.
 - Review site investigations/existing OCS as-built documents.
 - Participate in coordination meetings with City agencies, TJPA, and TJPA's design team.
 - Provide as-needed services in conjunction with the bidding of the OCS contract documents.
 - Coordinate and interface with project team members including TJPA, TJPA contractor through TJPA Construction Management Oversight consultant (CMO), and SFMTA (including SFMTA resident engineer, inspectors, Muni Maintenance and Operations).
 - Assist TJPA in coordinating needed Muni trolley coach re-routes/stop changes during OCS construction shutdowns.
 - Assist TJPA CMO-Resident Engineer in coordinating with Muni Street Operations to request vehicles to test the OCS.
 - Assist TJPA CMO-Resident Engineer in submitting contractor's clearance requests to SFMTA's Operation Central Control (OCC) and attending clearance meetings.
 - Call in and close out daily OCC clearances.
 - Provide inspection services (days, nights, and weekends) for the OCS work.
 - Issuing daily inspector reports for the OCS work.
 - Provide fulltime monitoring whenever OCS contractor performs work impacting SFMTA operations. When authorized, issue directives or other required actions (such as stop work orders) to ensure that contractor's work does not negatively impact SFMTA's operations or safety.
 - Attend progress, coordination, and traffic management meetings for the OCS work.
 - Assist TJPA CMO-Resident Engineer in reviewing OCS submittals and RFIs by providing comments and recommendations.

- Assist TJPA CMO-Resident Engineer in reviewing OCS work progress and contractor's submitted work plan.
- Assist TJPA CMO-Resident Engineer in processing progress payments by issuing recommendations for OCS quantity measurement and completion.
- Assist TJPA CMO-Resident Engineer in the management of change orders related to OCS work that affects SFMTA's operations.
- Assist TJPA CMO-Resident Engineer in reviewing Contract Change Order Requests and changes related to the OCS.

III. The scope of SFMTA's services is based upon the following assumptions:

- a. Baseline survey, existing underground utility information, and new Transit Center drawings will be provided to SFMTA.
- b. The design and relocation of existing utilities not owned by the SFMTA shall be addressed and designed by other parties. OCS installation may require the relocation of such existing utilities.
- c. Additional work triggered by the relocation of trolley poles (curb ramp reconstruction, traffic signal and mast arm relocation, and the relocation of traffic signs, etc.) shall be addressed and designed by others.
- d. All associated civil design elements (e.g., passenger boarding islands) shall be designed and addressed by other parties.
- e. All new poles shall be designed using standard poles with standard cobra type streetlights.
- f. Sub-sidewalk basement special foundations, foundations through new Transit Center decking, and eyebolts to buildings, if any, shall be addressed and designed by other parties.

Not to Exceed Budget: \$0

B. Scope of SFMTA Traffic Engineering Services:

- I. TJPA is constructing Temporary Bridges on Beale Street mid-block between Mission and Howard streets, and Fremont Street mid-block between Mission and Howard streets. SFMTA shall provide traffic engineering services to support the installation and removal of the Temporary Bridges.
- II. The scope of SFMTA's Traffic Engineering services is limited to the following:
 - Review and recommend approval of contractor submittal for vehicular and pedestrian traffic configuration of temporary bridges, including safety features to be installed.
 - Coordinate comments and approvals with other City agencies.
 - Provide traffic engineering services, such as review of signal, striping and signage plans and prepare supporting legislation, as required.
 - Coordinate signal testing and turn-ons with the SFMTA Signal Shop, prepare signal timing cards, and prepare work orders.
 - Coordinate with SFMTA Sign Shop and SFMTA Paint Shop for their respective areas of work in the public right-of-way; prepare work authorizations as required.

Not to Exceed Budget: \$128,000

**AMENDED EXHIBIT A9
BUS RAMP
TRAFFIC ENGINEERING SERVICES BY SFMTA**

A. Scope of SFMTA Traffic Engineering and Shop Services

I. TJPA is constructing elevated bus ramp structures that will span above the public right-of-way in seven streets: Natoma, Howard, Tehama, Clementina, Folsom, Harrison, and Second streets. The SFMTA shall provide traffic engineering and shop services for the Bus Ramps.

II. The scope of SFMTA's services is limited to the following:

- Provide parameters to be required by SFMTA to permit work and ensure safety during construction of the elevated bus ramp structures over roadways and sidewalks in the public right-of-way.
- Determine that the schedule and scope of other activity to be permitted by SFMTA Interdepartmental Staff Committee on Construction and Other Projects in affected streets is coordinated with the schedule for Bus Ramps construction.
- Coordinate comments and approvals with other City agencies.
- Review traffic control plans proposed by the contractor to ensure conformance with SFMTA parameters.
- At direction of SFMTA SSD, SFMTA Sign Shop to install regulatory and warning traffic signs and perform work under its jurisdiction.
- At direction of SFMTA SSD, SFMTA Paint Shop to layout and paint traffic lane markings, and perform other work under its jurisdiction.
- At direction of SFMTA SSD, SFMTA Signal Shop to test, adjust and interconnect signals; prepare traffic signal timing changes and perform other work under its jurisdiction.

SFMTA Traffic Engineering ***\$0***

SFMTA Shop Services ***\$0***

Not to Exceed Budget: ***\$0***

AMENDED EXHIBIT A10
**ON-GOING CONSTRUCTION COORDINATION SUPPORT,
PROJECT MANAGEMENT, PLANNING AND COORDINATION, TRAFFIC
ENGINEERING, AND SHOP SERVICES BY THE SFMTA**

A. Scope of SFMTA Services:

- I. The SFMTA shall provide planning support and project management support services for ongoing construction in the public right-of-way to support the construction and future operations of the Transbay Transit Center.
- II. The scope of SFMTA's services is limited to providing support and coordination for the following:
 - Provide general project management and planning support and coordination.
 - Review contractor requests for special traffic permits for on-street construction that will affect Muni operations.
 - Coordinate with Muni Operations for Muni re-route/OCS de-energizing/stop changes related to on-street utility work requested by TJPA contractors.
 - Advise TJPA contractors and CMO personnel on the acceptable parameters of on-street work that could affect Muni operations.
 - Review contractor proposals for on-street and sidewalk work that impacts pedestrian flow and safety.

Budget: \$300,000

B. Scope of SFMTA Traffic Engineering and Shop Services:

- I. SFMTA shall provide traffic engineering and shop services to support the ongoing construction and future operations of the Transbay Transit Center.
- II. The scope of SFMTA's Traffic Engineering and Shop services is limited to the following:
 - Attend weekly and special coordination meetings with CMO team, Transbay contractors, utility agencies/contractors and neighboring project representatives to assess work planned in the public right-of-way.
 - Provide guidance to contractors on traffic control plans and in advance of issuing Special Traffic Permits. Review submitted traffic control plans.
 - Coordinate SFMTA enforcement coverage for major events.
 - Undertake field investigations to ensure adequacy of detours, signage, etc. in order to provide for pedestrian and vehicular safety.
 - Provide input and guidance on operational issues related to the Temporary Terminal and major events in the area of Transit Center construction.
 - Direct the SFMTA Sign Shop to install regulatory traffic signs and perform other work under its jurisdiction.

- Direct the SFMTA Signal Shop to test, adjust, and interconnect traffic signals; prepare traffic signal timing cards and perform other work under its jurisdiction.
- Direct the SFMTA Striping Shop to layout and paint traffic lane markings, and perform other work under its jurisdiction.
- Direct the SFMTA Meter Shop to install and remove parking meters and perform other work under its jurisdiction as requested or required.
- As directed by SFMTA SSD traffic engineers, SFMTA shops to perform work.

Not to Exceed Budget: \$ 400,200



SFMTA
Municipal
Transportation
Agency

Third Amendment to Contract No. CS-159

The San Francisco Municipal Transportation Agency (SFMTA) proposes to amend Contract No. CS-159, an Intergovernmental Agreement between the Transbay Joint Powers Authority (TJPA) and the SFMTA. This amendment would add additional engineering services related to the New Transit Center, reallocate task budgets within the total existing contract amount of \$5,393,677, and extend the contract term of the Agreement from December 31, 2017 to June 30, 2018.

On June 21, 2009, the SFMTA Board of Directors authorized Contract No. CS-159, an Intergovernmental Agreement between the TJPA and the SFMTA (the Agreement), for SFMTA to provide project management services, construction management services, and engineering services to TJPA for a maximum compensation of \$2,282,979. On November 16, 2010, the SFMTA Board of Directors authorized the First Amendment to the Agreement, to increase the contract amount by \$997,698, and extend the term to December 15, 2015. On February 05, 2013, the SFMTA Board of Directors authorized the Second Amendment to the Agreement to provide additional services for a not-to-exceed amount of \$5,393,677 and extend the term to December 31, 2017.

As described above, the Third Amendment would authorize additional engineering services related to equipment in the New Transit Center, reallocate task budgets within the total existing budget of \$5,393,677, and extend the contract term to June 30, 2018.

Not a "project" pursuant to CEQA as defined in CEQA Guidelines Sections 15060(c) and 15378(b) because the action would not result in a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

A handwritten signature in black ink, appearing to read "Andrea Contreras", is written over a horizontal line.

Andrea Contreras
San Francisco Municipal Transportation Agency

9/27/2017

Date

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TRANSBAY JOINT
POWERS AUTHORITY AND THE SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY**

This Agreement is made this 21st day of July, 2009, in the City and County of San Francisco, State of California, by and between the Transbay Joint Powers Authority (the "TJPA") and the City and County of San Francisco, a municipal corporation (the "City") acting by and through its San Francisco Municipal Transportation Agency ("SFMTA").

RECITALS

A. The TJPA is a public entity authorized to perform construction of the new Transbay Transit Center Project and Related Structures (the "Project"). The Project involves construction of a Temporary Bus Terminal ("Temporary Terminal") on Howard Street between Beale and Main Streets, demolition of the existing Transbay Terminal ("Existing Terminal") on Mission and First streets, construction of Bus Storage Facility beneath the I-80 Freeway between Second and Fourth streets and relocation of underground utilities ("Utility Relocation").

B. SFMTA is a governmental entity which owns and operates the San Francisco public transit system ("MUNI"), including the Municipal Railway and bus service.

C. To accommodate the Project, it is necessary to provide new routes for MUNI trolley lines and to relocate the SFMTA existing overhead contact system ("OCS") and associated underground utilities. It is also necessary to relocate traffic signals, street striping and parking meters.

D. TJPA and SFMTA wish to provide for the smooth rerouting of MUNI line and associated OCS relocation and will do so by integrating the expertise of SFMTA staff into the Project as provided in this Intergovernmental Agreement.

E. The parties intend that this Agreement will govern the nature of the work to be accomplished, the work eligible for reimbursement, the responsibilities for accomplishing the work, and the responsibilities for payment.

F. The TJPA and the SFMTA acknowledge and agree that this Agreement covers Traffic Engineering, OCS Design, and Construction Management services relating to the Temporary Terminal, demolition of the Existing Terminal, Utility Relocation, Bus Storage Facility and Transit Center work. All other SFMTA work is specifically excluded from these provisions unless expressly provided for in this Agreement. Any future SFMTA services will be addressed in a separate agreement.

AGREEMENT

I. Scope of Services.

Generally, SFMTA will provide the following services under this Agreement:

A. For construction of the Temporary Terminal, the SFMTA shall provide to the TJPA construction management, OCS inspection and engineering support services. The SFMTA shall also provide and install traffic signage, street striping and parking meters.

B. For demolition of the Existing Terminal, the SFMTA shall provide to the TJPA OCS design, construction management, OCS inspection and engineering support services. The SFMTA shall also provide traffic engineering services.

C. For Utility Relocation, the SFMTA shall provide to the TJPA project management, engineering support services, and traffic planning.

D. For construction of the Transit Center, the SFMTA shall provide to the TJPA project management, engineering support services and traffic planning.

E. For construction of the Bus Storage Facility, the SFMTA shall provide to the TJPA traffic engineering services.

Specifically, the required work to be performed by the SFMTA through its MUNI Department and its Department of Parking and Traffic ("DPT") under this Agreement is set forth, as project elements of the Transbay Transit Center Program as follows:

| | |
|------------|----------------------------------|
| Exhibit A1 | Temporary Terminal; |
| Exhibit A2 | Demolition of Existing Terminal; |
| Exhibit A3 | Utility Relocation; |
| Exhibit A4 | New Transit Center; |
| Exhibit A5 | Bus Storage Facility; |
| Exhibit A6 | Miscellaneous Project Management |

Exhibits A1 -- A6 are attached to this Agreement and incorporated by reference as though fully set forth herein. The SFMTA work shall be referred to as the "SFMTA Transbay Work."

II. Contract Amount and Terms of Payment

A. Reimbursement for SFMTA Transbay Work Elements. Compensation under this agreement shall be on a cost reimbursement basis only. The TJPA agrees to reimburse the SFMTA for all actual, allowable, reasonable costs incurred for the SFMTA Transbay Work performed under this Agreement. The salary rates of SFMTA personnel, including overhead rates, are set forth in Exhibit B. These rates reflect actual salaries paid to SFMTA employees who will be carrying out the work. Said rates are subject to change, depending on negotiated cost of living and other increases in applicable City collective bargaining agreements. Such changes shall not be subject to the prior approval of the TJPA, but shall not become a part of this Agreement until such time as the TJPA approves a modification of Exhibit B, which shall be done as soon as practicable upon SFMTA notification of such rate changes.

B. Estimated Contract Amount. In no event shall the total compensation under this Agreement exceed \$2,282,979, without a written amendment to this Agreement. The parties agree to amend this Agreement to increase the Contract Amount if the actual approved costs for the work exceed the Estimated Contract Amount.

C. Terms of SFMTA Work. All SFMTA work elements on the Transbay Transit Center Program will be provided on an as-needed time and materials basis. TJPA shall provide SFMTA a detailed milestone schedule in order to facilitate staff scheduling. The Notice to Proceed and SFMTA design deliverables shall be negotiated with TJPA based on the schedule and available SFMTA engineering resources. TJPA will provide two (2) weeks advanced notice of proposed SFMTA construction inspection work for staff scheduling. Work not listed as a Project element is outside the scope of SFMTA services and subject to separate agreement between TJPA and SFMTA.

D. Terms of TJPA's Contractor Work. In the event that TJPA's contractor work affects SFMTA revenue operations, traffic signal operations, or safety conditions, TJPA authorizes the SFMTA to take any and all immediate and effective steps, including issuing stop work orders, to ensure that SFMTA revenue operations, traffic signal operations, or safety conditions are maintained.

E. Terms of Payment. SFMTA will submit invoices to the TJPA's Executive Director on a monthly basis. The TJPA shall make best efforts to submit all payments to SFMTA within forty-five (45) days from receipt of invoice, addressed to Municipal Transportation Agency, Attention: Chief Financial Officer, One South Van Ness, 8th Floor, San Francisco, CA 94103.

F. Records. The SFMTA agrees to maintain and make available to the TJPA, during regular business hours, accurate books and accounting records relating to its work under this Agreement. The SFMTA will permit TJPA to audit, examine and make excerpts and transcripts from such books and records, and to audit all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The SFMTA shall maintain such records in an accessible location and in satisfactory condition for a period of not less than five (5) years after final payment under this Agreement or until after a final audit has been concluded, whichever is later. The State of California or any governmental agency having an interest in this Agreement shall have the same rights conferred upon TJPA by this Section.

G. SFMTA Use of TJPA Office Space and Equipment. TJPA agrees to provide appropriate field office space and equipment for use by SFMTA construction management staff, including, but not limited to, desks, chairs, work table, lighting, telephone, computer, printer, copy/fax machine, and restroom facilities.

H. Subcontractors. The TJPA acknowledges that the SFMTA may retain subcontractors to assist the SFMTA in the performance of services under this Agreement.

1. The SFMTA shall select all subcontractors through a competitive procurement process in compliance with Federal Transit Administration Circular 4220.1F as set forth in Section 2 of the FTA Regulations.

2. Subcontractors contracting with the SFMTA shall work at the SFMTA's direction, under an agreement with the SFMTA, and subject to FTA Regulations. In the event of a conflict between the FTA Regulations and any term or condition of the contract between the SFMTA and the subcontractor, the provisions of the FTA Regulations shall control.

3. The TJPA shall assume no liability whatsoever for any SFMTA subcontractor. In any contract, agreement, or task order between the SFMTA and a subcontractor for Services, the SFMTA shall require the following:

- i. The TJPA shall be recognized as a third-party beneficiary of any such agreement or task order;
- ii. The TJPA shall be named as additional insured on any insurance policy provided by a subcontractor covering general and professional liability for the project as set forth in section 6 of this Agreement; and
- iii. The subcontractor shall indemnify the TJPA to the fullest extent available under the law.

4. SFMTA may use the services of the City's Department of Public Works ("DPW") in the performance of Services under this Agreement. In such event, DPW shall not be considered a subcontractor and shall not be subject to the requirements of this subparagraph.

III. Term; Termination

A. Term. This Agreement will commence on the Effective Date and terminate on December 31, 2014, unless extended by the parties or terminated earlier by the parties.

B. Effective Date. This Agreement shall become effective when the TJPA's Chief Financial Officer has certified the availability of funds and notifies the SFMTA in writing via a Notice to Proceed (NTP).

C. Termination. Either party has the option, in its sole discretion, to terminate this Agreement, at any time, for convenience and without cause. The terminating party shall exercise this option by giving the other party written notice. The notice shall specify the date on which termination will become effective. In the event of a termination, the TJPA shall be responsible for payment of all SFMTA costs incurred on work performed up to the date of termination. SFMTA shall promptly submit a final invoice to the TJPA after any such termination.

IV. Construction Contractor Indemnity

The TJPA shall ensure that any construction contractor shall indemnify, defend and hold harmless the City, the SFMTA, and their employees, officers and agents from any liability or claims arising out of the construction contractor's work.

V. Limitation on Liability; Incidental or Consequential Damages.

A. General. Except as otherwise provided in this Agreement, each party to this Agreement shall be responsible for its own damages and other costs, including attorney's fees, as a result of any claims arising out of the acts or omissions of the SFMTA in the performance of the Relocation Work performed in connection with this Agreement.

B. Liability for Cost Estimates. The SFMTA shall not be responsible for any additional construction costs exceeding the estimate it provided as part of the SFMTA work. The SFMTA shall cooperate with the TJPA, to the extent feasible, to perform value engineering or re-design in an effort to reduce construction costs on a cost reimbursable basis.

C. Incidental or Consequential Damages. Notwithstanding any other provision of this Agreement, in no event shall the TJPA, the City, or the SFMTA be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with the SFMTA Traffic Engineering, OCS Design, and Construction Management work.

VI. Miscellaneous Provisions

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

To SFMTA: Municipal Transportation Agency
One South Van Ness Ave. 3rd Floor
San Francisco, CA 94103
Attn: James Walsh, Project Manager

with a copy to: Municipal Transportation Agency
One South Van Ness Ave. 7th Floor
San Francisco, CA 94103
Attn: Daniel Arellano, DPT Project Manager

To TIPA: Transbay Joint Powers Authority
201 Mission St. Suite 2100
San Francisco, CA 94105
Attn: Maria Ayerdi-Kaplan, Executive Director

B. Tropical Hardwood and Virgin Redwood Ban. Pursuant to section 804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

C. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

D. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

E. Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

F. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section VI.C.

G. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

H. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter. There shall be no waiver except in writing, signed by the party to be charged.

IN WITNESS WHEREOF, the parties execute this Agreement in San Francisco as of the date first mentioned above.

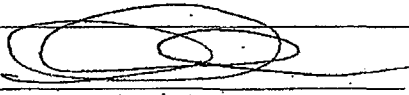
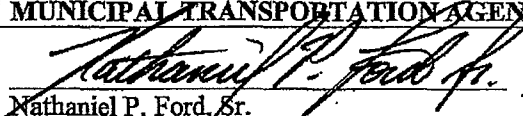

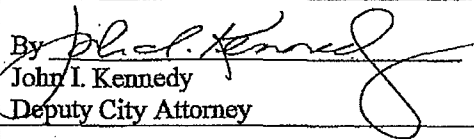
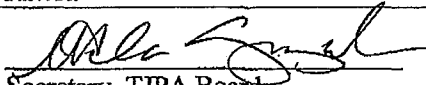

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|--|--|
| TRANSBAY JOINT POWERS AUTHORITY | CITY AND COUNTY OF SAN FRANCISCO |
|  | MUNICIPAL TRANSPORTATION AGENCY |
| Maria Ayerdi-Kaplan Executive Director |  Nathaniel P. Ford, Sr. Executive Director/CEO |
| APPROVED AS TO FORM: | APPROVED AS TO FORM: |
| Dennis J. Herrera, City Attorney | Dennis J. Herrera, City Attorney |
| By  Sheryl Bregman Deputy City Attorney | By  John I. Kennedy Deputy City Attorney |
| TJPA Board of Directors | SFMTA Board of Directors |
| Resolution No. 09-018 | Resolution No. 09-086 |
| Date: 4/9/09 | Dated: 6/2/09 |
| Attest: | Attest: |
|  Secretary, TIPA Board |  Secretary, SFMTA Board |

EXHIBIT A1

TEMPORARY TERMINAL PROJECT MANAGEMENT, ENGINEERING SUPPORT, CONSTRUCTION MANAGEMENT, AND SIGNAGE, STRIPING & METER SERVICES BY SFMTA

A. Scope of SFMTA (MUNI) Construction Management, Inspection, and Engineering Services:

- I. TJPA is constructing a Temporary Transbay Terminal at Howard Street between Beale and Main streets. The SFMTA shall provide construction administration, inspection and engineering support services for the installation of the overhead contact system (OCS) to support the Temporary Transbay Terminal. SFMTA construction staff will work with the TJPA Construction Management-Resident Engineer.
- II. The scope of SFMTA's services is limited to the following:
 - Coordinating and interfacing with project team members including TJPA, TJPA Contractor through TJPA Construction Management, and SFMTA (including SFMTA Resident Engineer, Inspectors, MUNI Maintenance and Operations).
 - Assisting TJPA Construction Management-Resident Engineer in coordinating with MUNI Street Operations to request vehicles to test the OCS.
 - Assisting TJPA Construction Management-Resident Engineer in submitting Contractor's clearance requests to SFMTA's Operation Central Control (OCC) and attending clearance meetings.
 - Calling in and closing out daily OCC clearances.
 - Providing inspection services (days, nights, and weekends) for the OCS work.
 - Issuing daily inspector reports for the OCS work.
 - Providing fulltime monitoring whenever OCS Contractor performs work impacting SFMTA operations. When authorized, issue directives or other required actions (such as stop work orders) to ensure that Contractor's work does not negatively impact SFMTA's operations or safety.
 - Attending progress, coordination, and traffic management meetings for the OCS work.
 - Assisting TJPA Construction Management-Resident Engineer in reviewing OCS submittals and RFIs by providing comments and recommendations.
 - Assisting TJPA Construction Management-Resident Engineer in reviewing OCS work progress and Contractor's submitted work plan.
 - Assisting TJPA Construction Management-Resident Engineer in processing progress payments by issuing recommendations for OCS quantity measurement and completion.
 - Assisting TJPA Construction Management-Resident Engineer in the management of change orders related to OCS work that affects SFMTA's operations.
 - Assisting TJPA Construction Management-Resident Engineer in reviewing Contract Change Order Requests and changes related to the OCS.
 - Providing SFMTA passengers with advance and timely information regarding changes to bus stops from the Existing Terminal to the Temporary Terminal
 - Providing for SFMTA street supervision during planned overhead shutdowns/reroutes and initial test of trains/trolleys as part of OCS construction.

Not to Exceed Budget: \$270,500

B. Scope of SFMTA (DPT) Construction Administration, Engineering and Inspection Services:

- I. SFMTA shall provide engineering and inspection services for the construction of new traffic signals and parking meters, and for the reconfiguration of roadways to support the Temporary Terminal.
- II. The scope of SFMTA's services is limited to the following:
 - Attend regular meetings, coordinate with various agencies and departments to minimize vehicular, pedestrian and transit impacts due to construction.
 - Review the traffic routing to accommodate the demolition of the public right-of-way.
 - Review the traffic routing needs to accommodate the relocation of utilities adjacent to the Temporary Terminal.
 - Review and comment on the traffic routing plans as needed.
 - Provide inspection services and recommend operational adjustments to accommodate the reconfiguration of the roadways and traffic controls.
 - Provide electrical inspection for traffic signal construction work.

Not to Exceed Budget: \$376,000

C. Scope of SFMTA (DPT) Signage, Striping and Parking Meter Relocation Services:

- I. SFMTA shall relocate and install new traffic control signs, remove and relocate all parking meters and furnish and install all final street striping in accordance with the approved Temporary Terminal plans.
- II. The scope of SFMTA's services is limited to the following:
 - Provide all labor and materials necessary to remove existing City owned traffic control signs and guide signs and install new signage in the public right-of-way.
 - Provide all labor and materials necessary to remove existing parking meters and install new City-owned parking meters in the public right-of-way.
 - Provide all labor and materials necessary to grind existing striping and install final striping for the project.

Not to Exceed Budget: \$612,479

EXHIBIT A2

**EXISTING TERMINAL DEMOLITION
OCS PROJECT MANAGEMENT, ENGINEERING SUPPORT & CONSTRUCTION
MANAGEMENT SERVICES BY SFMTA**

A. Scope of SFMTA (MUNI) Construction Management, Inspection, and Engineering Services:

- I. The TJPA will demolish the existing Transbay Terminal on Mission Street between Fremont and First streets. The SFMTA shall provide engineering and construction management services for the demolition of the existing Transbay Terminal. SFMTA construction staff will work with TJPA Construction Management-Resident Engineer.

- II. The scope of SFMTA's services is limited to the following:
 - Assisting TJPA Construction Management-Resident Engineer in coordinating with MUNI Street Operations to request vehicles to test the OCS project.
 - Assisting TJPA Construction Management-Resident Engineer in submitting Contractor's clearance requests to SFMTA's Operation Central Control (OCC) and attending clearance meetings.
 - Calling in and closing out daily OCC clearances.
 - Providing inspection services (days, nights, and weekends) for the OCS work.
 - Issuing daily inspector reports for the OCS work.
 - Providing fulltime monitoring whenever OCS Contractor performs work impacting SFMTA operations. When authorized, issue directives or other required actions (such as stop work orders) to ensure Contractor's work does not negatively impact SFMTA's operations and safety.
 - Attending progress, coordination, and traffic management meetings for the OCS project.
 - Assisting TJPA Construction Management-Resident Engineer in reviewing OCS submittals and RFIs by providing comments and recommendations.
 - Assisting TJPA Construction Management-Resident Engineer in reviewing OCS work progress and Contractor's submitted work plan.
 - Assisting TJPA Construction Management-Resident Engineer in processing progress payments by issuing recommendations for OCS quantity measurement and completion.
 - Assisting TJPA Construction Management-Resident Engineer in the management of change orders related to OCS work that affects SFMTA's operations.
 - Assisting TJPA Construction Management-Resident Engineer in reviewing Contract Change Order Request and changes related to the OCS.
 - Providing SFMTA street supervision for vehicle re-routing during planned shutdowns of the OCS system.
 - Providing SFMTA passengers with timely information regarding changes to bus line routes and stops during the transition to the temporary terminal.

Not to Exceed Budget: \$205,000

B. Scope of SFMTA (DPT) Traffic Engineering Services:

- I. SFMTA shall provide engineering and construction management services to support the demolition of the existing Transbay Terminal.
- II. The scope of SFMTA's services is limited to the following:
 - Participate in the collaborative planning and design efforts by TJPA and its consultants for the routing of vehicle, pedestrian and transit traffic during the demolition of the existing Transbay Terminal.
 - Review final specifications and estimates for traffic routing for demolition.
 - Attend regular meetings and review and comment on traffic routing to accommodate the demolition of the existing Transbay Terminal.

Not to Exceed Budget: \$29,000

EXHIBIT A3

**UTILITY RELOCATION
TRAFFIC PLANNING AND ENGINEERING SERVICES BY SFMTA**

A. Scope of SFMTA (MUNI) Project Management and Engineering Services:

- I. The TJPA is relocating utility lines on Mission, Fremont, Beale and First streets as part of the Transit Center Relocation of Utilities Project. The SFMTA shall provide traction power analysis and engineering services to support the Transit Center Relocation of Utilities Project.
- II. The scope of SFMTA's services is limited to the following:
 - Review the impact of TJPA's relocation of SFMTA facilities and make recommendations to the TJPA design team based on traction power analysis.
 - Perform traction power analyses to determine the need for new traction power infrastructure (conduits, ductbank, cable, manholes) and make recommendations to TJPA design team.

Budget: \$55,000

B. Scope of SFMTA (DPT & MUNI)'s Traffic Planning and Project Management Services:

- I. SFMTA shall provide traffic planning, traffic engineering and project management services to support the Transit Center Utility Relocation.
- II. The scope of work is limited to the following:
 - Participate in the collaborative planning and design efforts by TJPA and its consultants for the routing of vehicle, pedestrian and transit traffic during the relocation of utilities adjacent to the Transit Center.
 - Review final specifications and estimates for traffic routing during the relocation of utilities.
 - Attend regular meetings and work with various agencies to minimize the impacts to the public during the utility relocation.
 - Provide SFMTA street supervision for vehicle re-routes.
 - Provide for any needed relocation of SFMTA overhead contact system (OCS), including support for re-routes/bus substitution during any period of OCS shutdown.

**Not to Exceed Budget: \$95,500 (DPT)
15,000 (MUNI)**

**EXHIBIT A4
TRANSIT CENTER
TRAFFIC PLANNING AND ENGINEERING SERVICES BY SFMTA**

A. Scope of SFMTA (MUNI)'s Project Management and Engineering Services:

- I. TJPA is constructing a new Transit Center at Mission Street between Fremont and Beale streets. The SFMTA shall provide Engineering design services for the overhead contact system (OCS) project related to the new Transit Center. (See enclosed preliminary sketch, alignments are subject to change.)
- II. The scope of SFMTA's services is limited to the following:
 - Provide construction plans, sequencing plans, specifications, and construction cost estimates, including new trolley pole foundations, trolley poles, wires, wood troughs support spans and bracket arms.
 - Reconfigure existing special OCS.
 - Provide design of existing streetlight transfer to new trolley poles where required; remove existing streetlight poles as needed.
 - Participate in coordination meetings with City agencies, TJPA and TJPA's design team.
 - Coordinate and obtain approval from SMFTA Operations and Maintenance on the bus plaza design.
- III. The scope of SFMTA's services is based upon the following assumptions:
 - a. Baseline survey, existing underground utility information and new Transbay Transit Center drawings to be provided to SFMTA.
 - b. The design and relocation of existing utilities not owned by the SFMTA shall be addressed and designed by other parties. OCS installation may require the relocation of such existing utilities.
 - c. Additional work triggered by the relocation of trolley poles (curb ramp reconstruction, traffic signal and mast arm relocation, and the relocation of traffic signs, etc.) shall be addressed and designed by others.
 - d. All associated civil design elements (e.g. passenger boarding islands) shall be designed and addressed by other parties.
 - e. All new poles shall be designed using standard poles with standard cobra type streetlights.
 - f. Sub-sidewalk basement special foundations, and eyebolts to buildings, if any, shall be addressed and designed by other parties.

Not to Exceed Budget: \$480,000

B. Scope of SFMTA (DPT)'s Traffic Engineering Services:

- I. SFMTA shall provide traffic planning and engineering services for the new Transit Center.
- II. The scope of SFMTA's services is limited to the following:
 - Participate in the collaborative planning and design efforts by TJPA and its consultants for the routing of vehicle, pedestrian and transit traffic for the new Transit Center.
 - Provide review of conceptual traffic signal plans.
 - Review preliminary specifications and estimates of traffic routing for the new Transit Center.
 - Attend regular meetings and review traffic routing needs to accommodate the construction of the new Transit Center.

Final designs and services for new or modified signage, striping, and traffic signals are outside the scope of proposed SFMTA (MUNI & DPT) services and subject to a separate agreement between TJPA and SFMTA.

Not to Exceed Budget: \$90,500

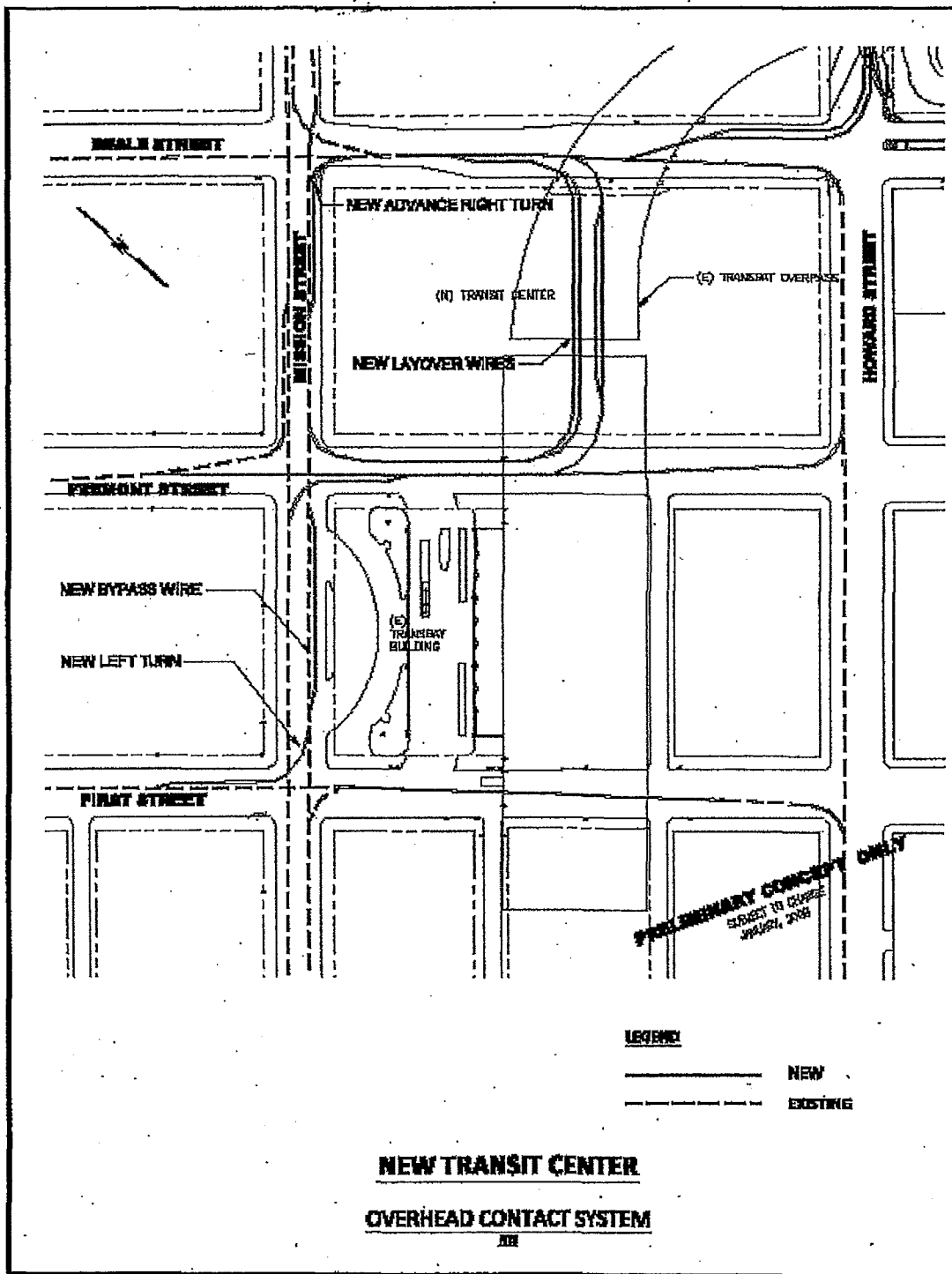


EXHIBIT A5

**BUS STORAGE FACILITY
TRAFFIC PLANNING BY SFMTA**

A. Scope of SFMTA (DPT) Traffic Engineering Services:

- I. TJPA is constructing a temporary bus storage facility at Howard Street between Main and Beale streets. SFMTA shall provide traffic planning and engineering services for the new Bus Storage Facility.
- II. The scope of SFMTA's services is limited to the following:
 - Participate in the collaborative planning and design efforts by TJPA, City departments, and the consultants for the Bus Storage Facility.
 - Attend regular meetings and review the traffic routing and traffic circulation needs to accommodate the Bus Storage Facility.
 - Review final specifications and estimates for traffic engineering services to accommodate the Bus Storage Facility.

Not to Exceed Budget \$29,000

EXHIBIT A6

MISCELLANEOUS PROJECT MANAGEMENT, ENGINEERING SUPPORT & CONSTRUCTION
MANAGEMENT SERVICES BY SFMTA

**A. Scope of SFMTA's (DPT & MUNI) Project Management, Engineering Construction
Management, and Inspection Support and Coordination Services:**

- I. SFMTA shall provide general planning, project management, engineering support, and construction management services and coordination to support TJPA for the Transbay Transit Center Program.
- II. The scope of work is limited to the following:
 - Providing general project management support and coordination.
 - Providing general engineering support and coordination.
 - Providing general construction management and inspection support and coordination.
 - Providing general traffic planning and engineering support and coordination.

Budget: \$25,000

EXHIBIT B-1

SFMTA/DPT Wage Rates 2009

| SFMTA/DPT. Wage Rates 2008/2009 | | | | | |
|---------------------------------|-----------|-----------------|---------------|-------------------|--------------------|
| JOB TITLE | JOB CLASS | 2008-2009 RATES | | | |
| | | | HOURLY X 2.45 | DAILY RATE X 2.45 | DAILY ROUNDED RATE |
| ENGINEERING DIVISION | | | | | |
| Planner IV | 5290 | | \$ 139.01 | \$ 1,112.08 | \$ 1,113.00 |
| Principal Engineer | 5212 | | \$ 216.24 | \$ 1,729.95 | \$ 1,730.00 |
| Senior Engineer | 5211 | | \$ 173.09 | \$ 1,384.74 | \$ 1,390.00 |
| Engineer | 5241 | | \$ 149.51 | \$ 1,196.09 | \$ 1,200.00 |
| Assoc Engineer | 5207 | | \$ 129.18 | \$ 1,033.41 | \$ 1,040.00 |
| Asst Engineer | 5203 | | \$ 111.05 | \$ 888.37 | \$ 890.00 |
| Jr. Engineer | 5201 | | \$ 98.25 | \$ 785.96 | \$ 790.00 |
| Stud Train I | 5380 | | \$ 57.88 | \$ 463.05 | \$ 470.00 |
| Stud Train II | 5381 | | \$ 62.11 | \$ 496.86 | \$ 500.00 |
| Stud Train II | 5382 | | \$ 65.08 | \$ 520.63 | \$ 530.00 |
| Civ. Eng. Asst. | 5362 | | \$ 82.87 | \$ 662.97 | \$ 670.00 |
| Civ. Eng. Assoc. I | 5364 | | \$ 91.78 | \$ 734.27 | \$ 740.00 |
| Civ. Eng. Assoc. II | 5366 | | \$ 106.27 | \$ 850.15 | \$ 860.00 |
| Survey Tech. | 5302 | | \$ 81.65 | \$ 653.17 | \$ 660.00 |
| PAINT SHOP | | | | | |
| Manager Paint | 5301 | | \$ 113.74 | \$ 909.93 | \$ 910.00 |
| Sup Paint Shop | 7242 | | \$ 105.53 | \$ 844.27 | \$ 850.00 |
| Painter | 7346 | | \$ 88.02 | \$ 704.13 | \$ 710.00 |
| SIGNAL SHOP | | | | | |
| Elec. Sup II | 7276 | | \$ 135.24 | \$ 1,081.92 | \$ 1,090.00 |
| Elec. Sup I | 7238 | | \$ 121.46 | \$ 971.67 | \$ 980.00 |
| Elec. | 7345 | | \$ 107.59 | \$ 860.69 | \$ 870.00 |
| SIGN SHOP | | | | | |
| Manager Sign | 5306 | | \$ 136.53 | \$ 1,092.21 | \$ 1,100.00 |
| Sr. Mgmt. Asst. | 1844 | | \$ 96.10 | \$ 768.81 | \$ 770.00 |
| Sup. Traffic Sign | 5303 | | \$ 107.28 | \$ 858.24 | \$ 860.00 |
| Sign Installer | 7457 | | \$ 74.79 | \$ 598.29 | \$ 600.00 |
| METER SHOP | | | | | |
| Manager Meter Shop Mgr. III | 9177 | | \$ 149.02 | \$ 1,192.17 | \$ 1,200.00 |
| Parking Meter Repair Sup. | 5303 | | \$ 107.28 | \$ 858.24 | \$ 860.00 |
| Parking Meter Repairer | 1844 | | \$ 96.10 | \$ 768.81 | \$ 770.00 |
| Maintenance Machinist | 7457 | | \$ 74.79 | \$ 598.29 | \$ 600.00 |

EXHIBIT B-2**SFMTA/MUNI Wage Rates 2009**

| SFMTA/MUNI Wage Rates 2009 | | | |
|-----------------------------------|------------------|------------------------------|--|
| JOB TITLE | JOB CLASS | 2009 RATES | |
| | | UNBURDENED DAILY RATE | BURDENED DAILY RATE (UNBURDENED DAILY X 3.06) |
| Project Manager I | 5502 | \$ 485 | \$ 1484 |
| Project Manager II | 5504 | \$ 562 | \$ 1722 |
| Transit Planner | 5290 | \$ 453 | \$ 1386 |
| Principal Engineer | 5212 | \$ 664 | \$ 2032 |
| Senior Engineer | 5211 | \$ 568 | \$ 1738 |
| Engineer | 5241 | \$ 488 | \$ 1493 |
| Assoc. Engineer | 5207 | \$ 424 | \$ 1297 |
| Asst. Engineer | 5203 | \$ 368 | \$ 1126 |
| Jr. Engineer | 5201 | \$ 321 | \$ 983 |
| Civ. Engineer Asst. | 5362 | \$ 272 | \$ 832 |
| Civ. Engineer, Assoc. I | 5364 | \$ 304 | \$ 930 |
| Civ. Engineer Assoc. II | 5366 | \$ 347 | \$ 1062 |
| Executive Secretary I | 1450 | \$ 252 | \$ 772 |
| Secretary II | 1446 | \$ 232 | \$ 710 |
| Construction Inspector | 6318 | \$ 368 | \$ 1126 |
| Sr. Construction Inspector | 6319 | \$ 404 | \$ 1236 |

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 09-086

WHEREAS, The construction of the New Transit Center will require Muni's existing overhead contact system (OCS) to be demolished and relocated to provide a new route for affected Muni trolley bus lines; and,

WHEREAS, Affected Muni trolley bus lines will be rerouted to a Temporary Terminal and New Transit Center, and the OCS will be designed to accommodate this new route; and,

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) and the Transbay Joint Powers Authority (TJPA) have negotiated Contract No. CS - 159, SFMTA Transbay Transit Center Program Services, for the TJPA to reimburse the SFMTA on a cost reimbursement basis for Traffic Engineering, OCS design, and Construction Management Services related to relocation of the OCS and related traffic engineering design services in an estimated amount not to exceed \$2,282,979; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes the Executive Director/CEO to execute Contract CS - 159, Transbay Transit Center Program Services for OCS demolition, utility relocation, and design work, with the Transbay Joint Powers Authority for the SFMTA to obtain reimbursement for overhead line design, traffic engineering, construction management services required to demolish, relocate, and design trolley lines to a New Transit Center, for an amount not to exceed \$2,282,979, and for a period to commence on the effective date of the Agreement and terminating on December 31, 2014.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of JUN 02 2009

R. Boomer
Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT BETWEEN THE TRANSBAY JOINT POWERS
AUTHORITY AND THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

This Amendment is made this 9th day of August, 2010, in the City and County of San Francisco, State of California, by and between the Transbay Joint Powers Authority (the "TJPA") and the City and County of San Francisco, a municipal corporation (the "City") acting by and through its San Francisco Municipal Transportation Agency ("SFMTA").

RECITALS

WHEREAS, SFMTA and TJPA have entered into the Agreement (as defined below); and

WHEREAS, SFMTA and TJPA desire to amend the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, TJPA and the SFMTA agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:
 - a. Agreement. The term "Agreement" shall mean the Intergovernmental Agreement Between The Transbay Joint Powers Authority And The San Francisco Municipal Transportation Agency, dated July 21, 2009.
 - b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
2. Modifications to the Agreement. The Agreement is hereby modified as follows:
 - a. Section I, "Scope of Services" shall include SFMTA Parking Control Officer services for the operations of the Temporary Transbay Terminal during key commute hours.

Specifically, the required work to be performed by the SFMTA through its Sustainable Streets Division ("SSD") under this Amendment is set forth below:

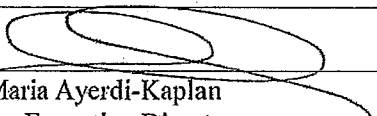
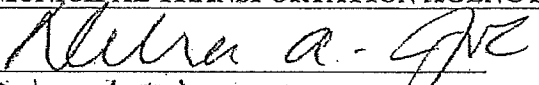
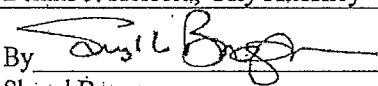
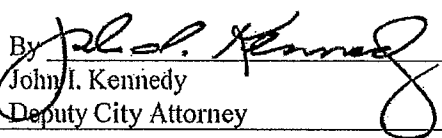
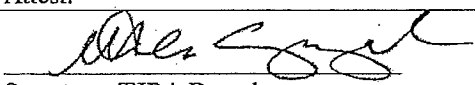
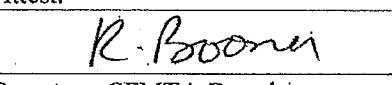
Exhibit A-7 Temporary Terminal Operations

Exhibit B-1 SFMTA/SSD Wage Rates 2010

Exhibit B-2 SFMTA/MUNI Wage Rates 2009

Exhibits A-7, B-1 and B-2 are attached to this Amendment Agreement and incorporated by reference as though fully set forth herein.
 - b. Section II, "Contract Amount and Terms of Payment", the "Estimated Contract Amount" shall increase to an amount not to exceed \$3,280,677.
 - c. Section III, "Term; Termination", the "Term" shall extend the Agreement termination to December 15, 2015.
3. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties execute this Agreement in San Francisco as of the date first mentioned above.

| | |
|--|---|
| TRANSBAY JOINT POWERS AUTHORITY | CITY AND COUNTY OF SAN FRANCISCO |
| | |
| | MUNICIPAL TRANSPORTATION AGENCY |
|  Maria Ayerdi-Kaplan Executive Director |  DEBRA A. JOHNSON Executive Director/CEO (ACTING) |
| APPROVED AS TO FORM: | APPROVED AS TO FORM: |
| Dennis J. Herrera, City Attorney | Dennis J. Herrera, City Attorney |
| By  Sheryl Bregman Deputy City Attorney | By  John I. Kennedy Deputy City Attorney |
| TJPA Board of Directors | SFMTA Board of Directors |
| Resolution No. 10-027 | Resolution No. 10-146 |
| Date: July 15, 2010 | Dated: November 16, 2010 |
| Attest: | Attest: |
|  Secretary, TJPA Board |  Secretary, SFMTA Board |

**SECOND AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT BETWEEN THE TRANSBAY JOINT
POWERS AUTHORITY AND THE SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY**

This Amendment is made this 17th day of May, 2013, in the City and County of San Francisco, State of California, by and between the Transbay Joint Powers Authority (the "TJPA") and the City and County of San Francisco, a municipal corporation (the "City") acting by and through its San Francisco Municipal Transportation Agency ("SFMTA").

RECITALS

WHEREAS, SFMTA and the TJPA have entered into an Intergovernmental Agreement dated July 21, 2009, for Traffic Engineering, overhead contact system ("OCS") Design, and Construction Management services related to the Temporary Transbay Terminal, demolition of the Existing Terminal, Utility Relocation, Bus Storage Facility, and Transit Center work for the Transbay Transit Center Project and related structures ("Agreement"); and

WHEREAS, SFMTA and the TJPA entered into a First Amendment to the Agreement on August 9, 2010, adding SFMTA Parking Control Officer services for the operation of the Temporary Transbay Terminal during key commute hours to the scope of work, increasing the contract amount, and extending the term of the Agreement; and

WHEREAS, SFMTA and the TJPA desire to further amend the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, the TJPA and the SFMTA agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:
 - a. **Agreement.** The term "Agreement" shall mean the Intergovernmental Agreement between the Transbay Joint Powers Authority and the San Francisco Municipal Transportation Agency, dated July 21, 2009, including the First Amendment to the Agreement, dated August 9, 2010.
 - b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:
 - a. **Section I, "Scope of Services."**

Section I shall be amended to add the following services to be provided under the Agreement:

 - A. For construction of the Temporary Terminal, the SFMTA shall provide to the TJPA construction management, OCS inspection and engineering support services. The SFMTA shall also provide and install traffic signage, street striping and parking meters.
 - B. For demolition of the Existing Terminal, the SFMTA shall provide to the TJPA OCS design, construction management, OCS inspection and engineering support services. The SFMTA shall also provide traffic engineering services.
 - C. For Utility Relocation, the SFMTA shall provide to the TJPA project management, engineering support services, and traffic planning, including project

management, planning and coordination, construction management support, and inspection services for a Muni Traction Power duct bank to accommodate Muni cables supplying power for the reconfigured OCS at the Transit Center.

D. For construction of the Transit Center, the SFMTA shall provide to the TJPA project management, traffic planning, traffic engineering, and shop services, and on-going planning, coordination, and engineering.

E. For construction of the Bus Storage Facility, the SFMTA shall provide to the TJPA traffic engineering and shop services, project management, planning and coordination, engineering, construction management support, and inspection services.

F. For installation and removal of the Temporary Bridge (interim roadway structure required for the construction of the Transit Center below grade concrete box structure), the SFMTA shall provide to the TJPA project management, construction management, inspection, and engineering support services for the OCS, and traffic engineering support services related to the temporary bridge installation and removal for the Transit Center.

H. For construction of Bus Ramps, the SFMTA shall provide traffic engineering services.

Specifically, the required additional work to be performed by the SFMTA through the Capital Programs and Construction and Sustainable Streets Divisions under this Second Amendment to the Agreement is set forth as follows:

- Amended Exhibit A3 Utility Relocation;
- Amended Exhibit A4 Transit Center;
- Amended Exhibit A5 Bus Storage Facility;
- Exhibit A8 Temporary Bridge
- Exhibit A9 Bus Ramps
- Exhibit A10 On-going Construction Coordination Support
- Exhibit A11 Signal Work

All applicable work shall be performed consistent with the SFMTA *Conceptual Engineering Report* (August 2012) attached hereto as Exhibit A12.

Amended Exhibits A3, A4, and A5, and Exhibits A8, A9, A10, A11, and A12 are attached to this Amendment Agreement and incorporated by reference as though fully set forth herein.

b. Appendix B, Exhibits B-1 and B-2.

Appendix B shall be replaced in its entirety with Exhibits B-1 and B-2 that are attached to this Second Amendment to the Agreement to reflect current SFMTA wage rates, and incorporated by reference as though fully set forth herein .

c. Section II. Contract Amount and Terms of Payment.

Subsection A shall be replaced in its entirety to read as follows:

A. Reimbursement for SFMTA Transbay Work Elements. Compensation under this agreement shall be on a cost reimbursement basis only. The TJPA agrees to reimburse the SFMTA for all actual, allowable, reasonable costs incurred for the SFMTA Transbay Work performed under this Agreement. The salary rates of SFMTA personnel, including overhead rates, are set forth in

Exhibit B. These rates reflect actual salaries paid to SFMTA employees who will be carrying out the work. Said rates are subject to change, depending on negotiated cost of living and other increases in applicable City collective bargaining agreements. Such changes shall not be subject to the prior approval of the TJPA; however, the SFMTA shall notify the TJPA in writing whenever hourly labor rates by classification are changed. Such notice shall be given prior to or along with the first invoice that reflects the changed hourly labor rates.

Subsection B shall be replaced in its entirety to read as follows:

B. Estimated Contract Amount. In no event shall the total compensation under this Agreement exceed \$5,393,677 without a written amendment to this Agreement. The parties agree to amend this Agreement to increase the Contract Amount if the actual approved costs for the work exceed the Estimated Contract Amount.

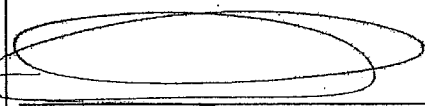
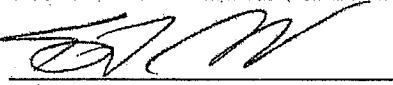
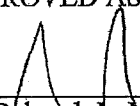
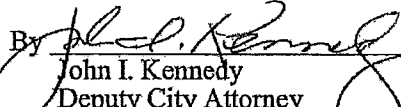
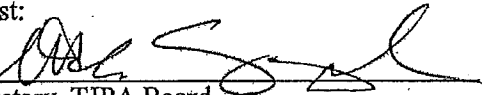
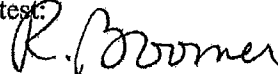
d. Section III. Term; Termination

Subsection A shall be replaced in its entirety to read as follows:

A. Term. This Agreement will commence on the Effective Date and terminate on December 31, 2017, unless extended by the parties or terminated earlier by the parties.

3. **Legal Effect.** Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties execute this Agreement in San Francisco as of the date first mentioned above.

| | |
|---|--|
| <p>TRANSBAY JOINT POWERS AUTHORITY</p>  <p>_____ Maria Ayerdi-Kaplan Executive Director</p> | <p>CITY AND COUNTY OF SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY</p>  <p>_____ Edward D. Reiskin Director of Transportation</p> |
| <p>APPROVED AS TO FORM:</p> <p>By  _____ Deborah L. Miller TJPA Legal Counsel</p> | <p>APPROVED AS TO FORM: Dennis J. Herrera, City Attorney</p> <p>By  _____ John I. Kennedy Deputy City Attorney</p> |
| <p>TJPA Board of Directors</p> <p>Resolution No. <u>13-004</u></p> <p>Dated: <u>February 14, 2013</u></p> <p>Attest:  _____ Secretary, TJPA Board</p> | <p>SFMTA Board of Directors</p> <p>Resolution No. <u>13-018</u></p> <p>Dated: <u>February 5, 2013</u></p> <p>Attest:  _____ Secretary, SFMTA Board</p> |

**AMENDED EXHIBIT A3
UTILITY RELOCATION
TRAFFIC PLANNING AND ENGINEERING SERVICES BY SFMTA**

A. Scope of SFMTA (MUNI) Project Management and Engineering Services:

- I. The TJPA is relocating utility lines on Mission, Fremont, Beale and First streets as part of the Transit Center Relocation of Utilities Project. The SFMTA shall provide traction power analysis and engineering services to support the Transit Center Relocation of Utilities Project.
- II. The scope of SFMTA's services is limited to the following:
- Review the impact of TJPA's relocation of SFMTA facilities and make recommendations to the TJPA design team based on traction power analysis.
 - Perform traction power analyses to determine the need for new traction power infrastructure (conduits, ductbank, cable, manholes) and make recommendations to TJPA design team.

Budget: \$55,000

B. Scope of SFMTA (DPT & MUNI)'s Traffic Planning and Project Management Services:

- I. SFMTA shall provide traffic planning, traffic engineering and project management services to support the Transit Center Utility Relocation.
- II. The scope of work is limited to the following:
- Participate in the collaborative planning and design efforts by TJPA and its consultants for the routing of vehicle, pedestrian and transit traffic during the relocation of utilities adjacent to the Transit Center.
 - Review final specifications and estimates for traffic routing during the relocation of utilities.
 - Attend regular meetings and work with various agencies to minimize the impacts to the public during the utility relocation.
 - Provide SFMTA street supervision for vehicle re-routes.
 - Provide for any needed relocation of SFMTA overhead contact system (OCS), including support for re-routes/bus substitution during any period of OCS shutdown.

**Not to Exceed Budget: \$95,500 (DPT)
\$15,000 (MUNI)**

C. Scope of SFMTA (MUNI) Project Management, Planning and Coordination, Engineering, Construction Management Support and Inspection Services (Muni DUCT BANK):

- I. *The TJPA is constructing a duct bank on Mission Street between Anthony and Main streets (Duct Bank) to accommodate MUNI cables supplying power for the reconfigured OCS at the new Transit Center. SFMTA shall provide project management, planning and coordination, construction management support, and inspection services for the Duct Bank.*
- II. *The scope of SFMTA's services is limited to the following:*
- *Review TJPA's duct bank design and provide comments.*
 - *Provide as-built documents when available.*
 - *Coordinate and interface with project team members including TJPA, TJPA contractor through TJPA Construction Management Oversight (CMO) consultant, and SFMTA (including SFMTA Resident Engineer, Inspectors, MUNI Maintenance and Operations).*
 - *Assist TJPA in coordinating needed MUNI trolley coach re-routes/stop changes during construction.*
 - *Assist TJPA CMO-Resident Engineer in submitting contractor's clearance requests to SFMTA's Operation Central Control (OCC) and attending clearance meetings.*
 - *Call in and close out daily OCC clearances.*
 - *Provide inspection services (days, nights, and weekends) for the work.*
 - *Issuing daily inspector reports for the work.*
 - *When authorized, issue directives or other required actions (such as stop work orders) to ensure that contractor's work does not negatively impact SFMTA's operations or safety.*
 - *Attend progress, coordination, and traffic management meetings for the work.*
 - *Assist TJPA CMO-Resident Engineer in reviewing submittals and RFIs by providing comments and recommendations.*
 - *Assist TJPA CMO-Resident Engineer in reviewing work progress and contractor's submitted work plan.*

Not to Exceed Budget: \$70,000

**AMENDED EXHIBIT A4
TRANSIT CENTER
TRAFFIC PLANNING AND ENGINEERING SERVICES BY SFMTA**

A. Scope of SFMTA (MUND)'s Project Management and Engineering Services:

- I. TJPA is constructing a new Transit Center at Mission Street between Fremont and Beale streets. The SFMTA shall provide project management and engineering design services for the overhead contact system (OCS) project related to the new Transit Center. (See enclosed preliminary sketch, alignments are subject to change.)
- II. The scope of SFMTA's services is limited to the following:
- Provide construction plans, sequencing plans, specifications, and construction cost estimates, including new trolley pole foundations, trolley poles, wires, wood troughs support spans and bracket arms.
 - Reconfigure existing special OCS.
 - Provide design of existing streetlight transfer to new trolley poles where required; remove existing streetlight poles as needed.
 - Participate in coordination meetings with City agencies, TJPA and TJPA's design team.
 - Coordinate and obtain approval from SFMTA Operations and Maintenance on the bus plaza design.
- III. The scope of SFMTA's services is based upon the following assumptions:
- a. Baseline survey, existing underground utility information and new Transbay Transit Center drawings to be provided to SFMTA.
 - b. The design and relocation of existing utilities not owned by the SFMTA shall be addressed and designed by other parties. OCS installation may require the relocation of such existing utilities.
 - c. Additional work triggered by the relocation of trolley poles (curb ramp reconstruction, traffic signal and mast arm relocation, and the relocation of traffic signs, etc.) shall be addressed and designed by others.
 - d. All associated civil design elements (e.g. passenger boarding islands) shall be designed and addressed by other parties.
 - e. All new poles shall be designed using standard poles with standard cobra type streetlights.
 - f. Sub-sidewalk basement special foundations, and eyebolts to buildings, if any, shall be addressed and designed by other parties.
 - g. *The Conceptual Engineering Report, which is the basis for the Overhead Contact System detailed design, which is attached as Exhibit A12.*

Not to Exceed Budget: \$480,000

B. Scope of SFMTA (DPT)'s Traffic Engineering Services:

- I. SFMTA shall provide traffic planning and engineering services for the new Transit Center.
- II. The scope of SFMTA's services is limited to the following:
 - Participate in the collaborative planning and design efforts by TJPA and its consultants for the routing of vehicle, pedestrian and transit traffic for the new Transit Center.
 - Provide review of conceptual traffic signal plans.
 - Review preliminary specifications and estimates of traffic routing for the new Transit Center.
 - Attend regular meetings and review traffic routing needs to accommodate the construction of the new Transit Center.

Final designs and services for new or modified signage, striping, and traffic signals are outside the scope of proposed SFMTA (MUNI & DPT) services and subject to a separate agreement between TJPA and SFMTA.

Not to Exceed Budget: \$90,500

C. Scope of SFMTA Traffic Engineering and Shop Services:

- I. *SFMTA shall provide traffic engineering services for the construction by TJPA of the Transit Center on blocks generally bounded by Minna, Natoma, Beale, and Second streets.*
- II. *The scope of SFMTA's services is limited to the following:*
 - *Review revised Transbay Transit Center (TCC) design for traffic signal timing and pole locations proposed at the entry and exit of the Bus Plaza, crosswalk, and traffic lane striping.*
 - *Review proposed Beale Street sidewalk and roadway reconfiguration.*
 - *Provide type and location of regulatory traffic signs, curb allocations, etc.*
 - *Coordinate with SFMTA shops for installation of signs, pavement markings, traffic signals and parking meters; prepare work authorizations as required.*
 - *Prepare legislation as required.*

SFMTA Traffic Engineering \$280,800

SFMTA Shop Services \$100,000

Not to Exceed Budget: \$380,800

**AMENDED EXHIBIT A5
BUS STORAGE FACILITY
TRAFFIC PLANNING BY SFMTA**

A. Scope of SFMTA (DPT) Traffic Engineering Services:

- I. SFMTA shall provide traffic planning and engineering services for the new Bus Storage Facility (BSF) located between Perry and Stillman streets and 2nd and 3rd streets.
- II. The scope of SFMTA's services is limited to the following:
 - Participate in the collaborative planning and design efforts by TJPA, City departments, and the consultants for the Bus Storage Facility.
 - Attend regular meetings and review the traffic routing and traffic circulation needs to accommodate the Bus Storage Facility.
 - Review final specifications and estimates for traffic engineering services to accommodate the Bus Storage Facility.

Not to Exceed Budget \$29,000

B. Scope of SFMTA (MUNI) Project Management, Planning and Coordination, Engineering, Construction Management Support, and Inspection Services:

- I. *The TJPA is constructing a Bus Storage Facility (BSF) on a block bounded by Second, Third, Stillman, and Perry Streets. The BSF will require the relocation of a combined OCS/streetlight pole and foundation, the relocation of an existing SFMTA bus shelter on Third Street, construction of a bulb-out at the SE corner of Third and Stillman Streets, traffic lane restriping and other site work. The SFMTA shall provide planning and coordination support, engineering, construction management support, and inspection services for the construction of the BSF.*
- II. *The scope of SFMTA's MUNI services is limited to the following:*
 - *Provide construction plans, sequencing plans, specifications, and construction cost estimates for the OCS including new wires, support spans and bracket arms.*
 - *Relocate existing trolley poles to allow proper clearance for buses entering and exiting the proposed storage yard.*
 - *Provide demolition design of existing trolley poles where required.*
 - *Review site investigation/existing as-built documents.*
 - *Participate in coordination meetings with City agencies, TJPA and TJPA's design team.*
 - *Provide as-needed services in conjunction with the bidding of the contract documents.*
 - *Coordinate and interface with project team members including TJPA, TJPA contractor through TJPA Construction Manager consultant (CM), and SFMTA (including SFMTA resident engineer, inspectors, Muni Maintenance and Operations).*

- *Assist TJPA in coordinating needed Muni trolley coach re-routes/stop changes during construction shutdowns.*
- *Assist TJPA CM-Resident Engineer in submitting contractor's clearance requests to SFMTA's Operation Central Control (OCC) and attending clearance meetings.*
- *Call in and close out daily OCC clearances.*
- *Provide inspection services (days, nights, and weekends) for the work.*
- *Issuing daily inspector reports for the work.*
- *Provide full-time monitoring whenever contractor performs work impacting SFMTA operations. When authorized, issue directives or other required actions (such as stop work orders) to ensure that contractor's work does not negatively impact SFMTA's operations or safety.*
- *Attend progress, coordination, and traffic management meetings for the work.*
- *Assist TJPA CM-Resident Engineer in reviewing submittals and RFIs by providing comments and recommendations.*
- *Assist TJPA CM-Resident Engineer in reviewing work progress and contractor's submitted work plan.*
- *Assist TJPA CM-Resident Engineer in processing progress payments by issuing recommendations for quantity measurement and completion.*
- *Assist TJPA CM-Resident Engineer in the management of change orders related to the work that affects SFMTA's operations.*
- *Assist TJPA CM-Resident Engineer in reviewing Contract Change Order Requests and changes related to the work.*

III. *The scope of SFMTA's services is based upon the following assumptions:*

- *Baseline survey, existing underground utility information, and BSF drawings will be provided to SFMTA.*
- *The design and relocation of existing utilities not owned by the SFMTA shall be addressed and designed by other parties. OCS installation may require the relocation of such existing utilities.*
- *Additional work triggered by the relocation of trolley poles (curb ramp reconstruction, traffic signal, mast arm, and traffic sign relocation, etc.) shall be addressed and designed by others.*
- *All associated civil design elements (e.g., passenger boarding islands) shall be designed and addressed by other parties.*
- *All new poles shall be designed using standard poles with standard cobra type streetlights.*
- *Sub-sidewalk basement special foundations, and eyebolts to buildings, if any, shall be addressed and designed by other parties.*

Not to Exceed Budget: \$130,000

C. Scope of SFMTA Traffic Engineering and Shop Services:

- I. *SFMTA shall provide traffic engineering services for the construction of the BSF.*
- II. *The scope of SFMTA's Traffic Engineering and Shop services is limited to the following:*
- *Review and approve design of Stillman Street bulb-out at Third Street, traffic lane re-striping on Third Street and other related work.*
 - *Approve relocation of SFMTA bus shelter on Third Street.*
 - *Review of two driveways into the BSF at Third Street and at Stillman Street.*
 - *Review plans for link ramp construction.*
 - *Coordination with SFMTA shops for installation of signs, pavement markings and parking meters; prepare work authorizations as required.*
 - *Prepare legislation as required.*
 - *Attended weekly progress meeting*

SFMTA Traffic Engineering \$60,000

SFMTA Shop Services \$50,000

Not to Exceed Budget: \$110,000

EXHIBIT A8
TEMPORARY BRIDGES
PROJECT MANAGEMENT, PLANNING AND COORDINATION, ENGINEERING,
CONSTRUCTION MANAGEMENT SUPPORT, INSPECTION, AND TRAFFIC
ENGINEERING SUPPORT BY SFMTA

A. Scope of SFMTA (MUNI) Project Management, Planning and Coordination, Engineering, Construction Management Support, and Inspection Services

- I. TJPA is constructing a Temporary Bridge on Beale Street mid-block between Mission and Howard streets. SFMTA shall provide project management, planning and coordination, engineering, and construction management support and inspection services for the overhead contact system (OCS) to support the Beale Street Temporary Bridge.
- II. The scope of SFMTA's MUNI services is limited to the following:
- Provide construction plans, sequencing plans, specifications, and construction cost estimates for the OCS including new wires, support spans and bracket arms.
 - Reconfigure existing OCS special work.
 - Add or replace existing trolley poles and foundations as required to support new or relocated OCS.
 - Provide demolition design of existing trolley poles where required.
 - Review site investigations/existing OCS as-built documents.
 - Participate in coordination meetings with City agencies, TJPA and TJPA's design team.
 - Provide as-needed services in conjunction with the bidding of the OCS contract documents.
 - Coordinate and interface with project team members including TJPA, TJPA contractor through TJPA Construction Management Oversight consultant (CMO), and SFMTA (including SFMTA resident engineer, inspectors, Muni Maintenance and Operations).
 - Assist TJPA in coordinating needed Muni trolley coach re-routes/stop changes during OCS construction shutdowns.
 - Assist TJPA CMO-Resident Engineer in coordinating with Muni Street Operations to request vehicles to test the OCS.
 - Assist TJPA CMO-Resident Engineer in submitting contractor's clearance requests to SFMTA's Operation Central Control (OCC) and attending clearance meetings.
 - Call in and close out daily OCC clearances.
 - Provide inspection services (days, nights, and weekends) for the OCS work.
 - Issuing daily inspector reports for the OCS work.
 - Provide fulltime monitoring whenever OCS contractor performs work impacting SFMTA operations. When authorized, issue directives or other required actions (such as stop work orders) to ensure that contractor's work does not negatively impact SFMTA's operations or safety.
 - Attend progress, coordination, and traffic management meetings for the OCS

work.

- Assist TJPA CMO-Resident Engineer in reviewing OCS submittals and RFIs by providing comments and recommendations.
- Assist TJPA CMO-Resident Engineer in reviewing OCS work progress and contractor's submitted work plan.
- Assist TJPA CMO-Resident Engineer in processing progress payments by issuing recommendations for OCS quantity measurement and completion.
- Assist TJPA CMO-Resident Engineer in the management of change orders related to OCS work that affects SFMTA's operations.
- Assist TJPA CMO-Resident Engineer in reviewing Contract Change Order Requests and changes related to the OCS.

III. The scope of SFMTA's services is based upon the following assumptions:

- a. Baseline survey, existing underground utility information and new Transit Center drawings will be provided to SFMTA.
- b. The design and relocation of existing utilities not owned by the SFMTA shall be addressed and designed by other parties. OCS installation may require the relocation of such existing utilities.
- c. Additional work triggered by the relocation of trolley poles (curb ramp reconstruction, traffic signal and mast arm relocation, and the relocation of traffic signs, etc.) shall be addressed and designed by others.
- d. All associated civil design elements (e.g., passenger boarding islands) shall be designed and addressed by other parties.
- e. All new poles shall be designed using standard poles with standard cobra type streetlights.
- f. Sub-sidewalk basement special foundations, foundations through new Transit Center decking, and eyebolts to buildings, if any, shall be addressed and designed by other parties.

Not to Exceed Budget: \$181,000

B. Scope of SFMTA Traffic Engineering Services:

- I. TJPA is constructing Temporary Bridges on Beale Street mid-block between Mission and Howard streets, and Fremont Street mid-block between Mission and Howard streets. SFMTA shall provide traffic engineering services to support the installation and removal of the Temporary Bridges
- II. The scope of SFMTA's Traffic Engineering services is limited to the following:
 - Review and recommend approval of contractor submittal for vehicular and pedestrian traffic configuration of temporary bridges, including safety features to be installed.
 - Coordinate comments and approvals with other City agencies.
 - Provide traffic engineering services, such as review of signal, striping and signage plans and prepare supporting legislation, as required.
 - Coordinate signal testing and turn-ons with the SFMTA Signal Shop, prepare signal timing cards, and prepare work orders.

- Coordinate with SFMTA Sign Shop and SFMTA Paint Shop for their respective areas of work in the public right-of-way; prepare work authorizations as required.

Not to Exceed Budget: \$ 128,000

**EXHIBIT A9
BUS RAMPS
TRAFFIC ENGINEERING SERVICES BY SFMTA**

A. Scope of SFMTA Traffic Engineering and Shop Services

- I. TJPA is constructing elevated bus ramp structures that will span above the public right-of-way in seven streets: Natoma, Howard, Tehama, Clementina, Folsom, Harrison, and Second streets. The SFMTA shall provide traffic engineering services for the Bus Ramps.
- II. The scope of SFMTA's services is limited to the following:
- Provide parameters to be required by SFMTA to permit work and ensure safety during construction of the elevated bus ramp structures over roadways and sidewalks in the public right-of-way.
 - Determine that the schedule and scope of other activity to be permitted by SFMTA Interdepartmental Staff Committee on Construction and Other Projects in affected streets is coordinated with the schedule for Bus Ramps construction.
 - Coordinate comments and approvals with other City agencies.
 - Review traffic control plans proposed by the contractor to ensure conformance with SFMTA parameters.

SFMTA Traffic Engineering \$53,000

SFMTA Shop Services \$20,000

Not to Exceed Budget: \$73,000

**EXHIBIT A10
ON-GOING CONSTRUCTION COORDINATION SUPPORT,
PROJECT MANAGEMENT, PLANNING AND COORDINATION, CONSTRUCTION
MANAGEMENT SUPPORT, INSPECTION, TRAFFIC ENGINEERING, AND SHOP
SERVICES BY THE SFMTA**

A. Scope of SFMTA (MUNI) Services:

- I. The SFMTA shall provide planning support and project management support services for ongoing construction in the public right-of-way to support the construction and future operations of the Transbay Transit Center.
- II. The scope of SFMTA's MUNI services is limited to providing support and coordination for the following:
 - Provide general project management and planning support and coordination.
 - Review contractor requests for special traffic permits for on-street construction that will effect Muni operations.
 - Coordinate with Muni Operations for Muni re-route/OCS de-energizing/stop changes related to on-street utility work requested by TJPA contractors.
 - Advise TJPA contractors and CMO personnel on the acceptable parameters of on-street work that could affect Muni operations.
 - Review contractor proposals for on-street and sidewalk work that impacts pedestrian flow and safety.

Budget: \$300,000

B. Scope of SFMTA Traffic Engineering and Shop Services:

- I. SFMTA shall provide traffic engineering and shop services to support the ongoing construction and future operations of the Transbay Transit Center.
- II. The scope of SFMTA's Traffic Engineering and Shop services is limited to the following:
 - Attend weekly and special coordination meetings with CMO team, Transbay contractors, utility agencies/contractors and neighboring project representatives to assess work planned in the public right-of-way.
 - Provide guidance to contractors on traffic control plans and in advance of issuing Special Traffic Permits. Review submitted traffic control plans.
 - Coordinate SFMTA enforcement coverage for major events.
 - Undertake field investigations to ensure adequacy of detours, signage, etc. in order to provide for pedestrian and vehicular safety.
 - Provide input and guidance on operational issues related to the Temporary Terminal and major events in the area of TTC construction.
 - Direct the SFMTA Sign Shop to install regulatory traffic signs and perform other work under its jurisdiction.

- Direct the SFMTA Signal Shop to test, adjust, and interconnect traffic signals; prepare traffic signal timing cards and perform other work under its jurisdiction.
- Direct the SFMTA Striping Shop to layout and paint traffic lane markings, and perform other work under its jurisdiction.
- Direct the SFMTA Meter Shop to install and remove parking meters and perform other work under its jurisdiction as requested or required.
- As directed by SFMTA SSD traffic engineers, SFMTA shops to perform work.

Not to Exceed Budget: \$ 440,200

**EXHIBIT A11
SIGNAL WORK**

Traffic Signals at Preceding Intersections

The TTC project will install traffic signals at the entry and exit of the Bus Plaza on Beale and Fremont streets mid-block between Mission and Howard streets. The City recommends that the intersections preceding and following these signals be interconnected to synchronize the timing of the signal changes. Additionally, a signal on Second Street at Minna Street to allow south-bound vehicles to enter Minna Street for deliveries to the Transit Center and for drop-off/pick-up of inter-city bus passengers and others is under consideration and the TJPA may request that the SFMTA assist with this work.

I. Traffic Signals at Transbay Terminal Intersections (SFMTA Traffic Engineering and Shop Services)

The Transbay Transit Center (TTC) project anticipates installing traffic signals at the following intersections:

- 1st Street and Minna Street
- 1st Street and Natoma Street
- 2nd Street and Minna Street
- Beale Street mid-block between Howard and Mission Streets
- Fremont Street and Natoma Street
- Mission Street and Shaw Alley

II. The scope of SFMTA's services is limited to the following:

- Provide City records of locations as available to include traffic counts and roadway striping
- Review of traffic signal plans and specifications to ensure conformity with applicable City, state and federal standards and constructability concerns
- Review of traffic signal cost estimates
- Attend design and field review meetings
- Coordinate SFMTA Signal Shop support
- Prepare legislation as needed
- Prepare signal timing plans and program signal controllers
- Coordinate and attend signal activation
- Provide input for punch list activities
- Support certification and testing of new traffic signals

Not to Exceed Budget: \$ 300,000

EXHIBIT A12
CONCEPTUAL ENGINEERING REPORT



SFMTA
Municipal
Transportation
Agency

Edwin M. Lee, *Mayor*

Cheryl Brinkman, *Chairman*

Joél Ramos, *Director*

Malcolm Heinicke, *Vice-Chairman*

Cristina Rubke, *Director*

Gwyneth Borden, *Director*

Art Torres, *Director*

Lee Hsu, *Director*

Edward D. Reiskin, *Director of Transportation*

October 12, 2017

**The Honorable Members of the Board of Supervisors
City and County of San Francisco
1 Dr. Carlton Goodlett Place, Room 244
San Francisco, CA 94102**

***Subject:* Third Amendment to Agreement No. CS-159
SFMTA Transbay Transit Center Program Services**

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2017 OCT 17 PM 2:27

Honorable Members of the Board of Supervisors:

The San Francisco Municipal Transportation Agency (SFMTA) requests authorization on behalf of the City, to execute the Third Amendment to the Agreement No. CS-159, SFMTA Transbay Transit Center Programs Services, pursuant to Charter section 9.118.

- This Amendment will allow SFMTA to provide additional staff support services required for the Transbay Joint Powers Authority (TJPA) Transit Center
- Is scheduled to be considered by the SFMTA Board of Directors at their October 17 meeting.
- Has been authorized by the TJPA Board of Directors via Resolution No. 17-029 on July 13, 2017.
- Is consistent with previously approved amendment adopted by the Board of Supervisors on April 23, 2013. (File No. 130267).

Background

On July 21, 2009, the SFMTA and the TJPA entered into Contract No. CS-159, SFMTA Transbay Transit Center Program Services, under which the TJPA agreed to reimburse the SFMTA for engineering services related to re-routing of Muni's trolley coach service to accommodate the new TJPA temporary bus terminal.

On August 9, 2010, the SFMTA and the TJPA entered into a First Amendment to the Contract No. CS-159, for additional SFMTA services, including SFMTA Parking Control Officer services, for the operation of the Temporary Transbay Terminal during key commute hours, increased the agreement amount by \$997,698, for a total not to exceed amount of \$3,280,677, and extended the agreement term to December 15, 2015.

On May 17, 2013, the SFMTA Board of Directors and the TJPA entered into a Second Amendment to provide additional services associated with the bus storage facility and Transbay Transit Center, as well as the Beale Street temporary traffic bridge, Muni traction power duct bank, and bus ramp, increase the agreement amount by \$2,113,000, resulting in a not-to-exceed agreement amount of \$5,393,677, and extend the term of the Agreement to December 31, 2017.

Since 2013, some of the tasks have been completed, such as construction of the temporary terminal, temporary bridges and bus ramps and funds are no longer required for these tasks, but additional funds are

required for other tasks, including traction power design and construction management, work related to the bus storage facility, and parking control officers for Fiscal Year 2017-18. The TJPA also requested new services related to the installation of SFMTA ticket vending machines in the Center. In addition, the Agreement assumed transit operations would move from the Temporary Terminal to the Center by December 31, 2017; however, transit operations are now anticipated to move in early 2018. The Third Amendment authorizes additional services related to installation of ticket vending machines and realigns task budgets (with no additional money to the agreement), clarifies the scope of work related to SFMTA Overhead Contact System (OCS) and Traction Power services, and extends the term of the Agreement to June 30, 2018, to allow the continuation of services during the transition from construction to operations.

Alternatives Considered

The Amendment will allow SFMTA to maintain expected standards with inspectors able to review installation of SFMTA ticket vending machines in a timely manner, and provide continued support for the Center. Not approving the Amendment will limit the construction support for the Center from SFMTA and potential delay in approving the installation of the SFMTA ticket vending machines and no inspections can be offered to TJPA after December 31, 2017 as the current Agreement expires.

Funding Impact

None. The Third Amendment reallocates task budgets within the existing contract amount of \$5,393,677

Environmental Review

On September 27, 2017, the SFMTA, under authority delegated by the Planning Department, determined that the Third Amendment to Agreement No. CS-159 is not defined as 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).

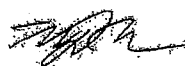
A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

Recommendation

The SFMTA requests that the San Francisco Board of Supervisors approve a Third Amendment to Agreement No. CS-159, Intergovernmental Agreement between the Transbay Joint Powers Authority and the San Francisco Municipal Transportation Agency, to add additional services related to installation of ticket vending machines in the new Transbay Transit Center, reallocate task budgets, and extend the term of the Agreement from December 31, 2017 to June 30, 2018 for no additional cost.

Thank you for your time and consideration of this proposal. Should you have any questions or require more information, please do not hesitate to contact me at any time.

Sincerely,



Edward D. Reiskin
Director of Transportation

Introduction Form

By a Member of the Board of Supervisors or Mayor

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BY *[Signature]*

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor [] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s):

Kim

Subject:

Third Amendment to Contract No. CS-159

The text is listed:

Attached

Signature of Sponsoring Supervisor:

[Signature]

For Clerk's Use Only