

**STAFF REPORT FOR CALENDAR ITEM NO.: 11
FOR THE MEETING OF: February 10, 2022**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute an amendment to the Professional Services Agreement 13-02-PMPC-000 (Agreement) between the Transbay Joint Powers Authority (TJPA) and URS Corporation (now AECOM) for Program Management/Program Controls (PMPC) services, to modify the scope of services to include Right of Way Management and Program Coordination Support Services and adjust the contract amount by \$417,474 for a not-to-exceed total contract amount of \$51,014,474.

EXPLANATION:

A team led by AECOM has been providing PMPC services to the TJPA for the Program since 2004 under two separate consecutive agreements executed in 2004 and 2014. To date, eight amendments to the current Agreement have been executed. The existing Agreement contract amount is \$50,597,000 with a term expiration of June 30, 2024. As described in this staff report, the prior amendments to the Agreement have allowed for ongoing Phase 1 services to continue through the closeout period, standing up the Salesforce Transit Center operations including tenant improvement review, and program/design management and project controls services to advance DTX to procurement ready status.

The San Francisco Peninsula Rail Program MOU described, in part, an organizational structure to support the efforts of the TJPA to develop the DTX project to ready for procurement status. The DTX Accelerated Workplan adopted by the TJPA Board in April 2021 provides for a series of activities towards advancing the project to a procurement ready status. Among the elements of the Accelerated Work Program describing various tasks to be conducted in the Federal Transit Administration (FTA) Capital Investment Grants (CIG), Project Development process are various right of way planning and documentation tasks. These right of way tasks include the development of a Real Estate Acquisition Management Plan (RAMP) and planning for right-of-way acquisition. This effort will require a variety of real estate services, including appraisal, relocation, right of way engineering, survey, title, and escrow. The Accelerated Workplan schedule anticipates engagement of consultants for right of way services in the first quarter of 2022 and completion of the RAMP in the Fall of 2022.

On January 13, 2022, TJPA released four (4) RFPs seeking proposals for the following real estate services for DTX right of way requirements:

- Real Estate Appraisal Services
- Right of Way Acquisition, Relocation Advisory and Specialty Appraisal Services
- Site Survey and Environmental Services
- Title and Escrow Services

TJPA staff anticipates presenting to the Board contract award recommendations for these services at the Board's meeting in April 2022.

The PMPC contract presently provides for limited right of way support services. This requested contract Amendment No. 9 will provide for a more complete scope of management and coordination of the various real estate consultants providing services related to right of way pre-acquisition activities. Services in this amendment will ensure all right-of-way requirements have been met by the date required for construction to proceed, and that documents, reports, written correspondence, notices, forms, and related materials associated with right of way activities are uniform, complete, and comply with all applicable federal and state requirements and the TJPA's policies and protocols.

Amendment No. 9 increases the PMPC contract authority in the amount of \$417,474 for these services during the period of March 1, 2022 through June 30, 2024, for a revised contract maximum of \$51,014,474. This amendment will be incorporated into the upcoming FY 2022-23 Phase 2 capital budget.

Contract History

In September 2013, following a formal procurement process, the TJPA selected a URS-led team (now AECOM), with Hatch Mott MacDonald (now Mott MacDonald), EPC Consultants and others, to continue in their role as the TJPA's PMPC consultant. In June 2014, the TJPA Board authorized the Executive Director to execute the Agreement with URS for a maximum compensation of \$21,760,000 and a term of four years, through June 30, 2018. Seven amendments to the Agreement have been executed, as follows:

- Amendment No. 1, executed by the TJPA Executive Director on February 9, 2016, updated PMPC Key Personnel.
- Amendment No. 2, authorized by the TJPA Board on March 9, 2017, increased the compensation under the Agreement by \$5,400,000 (\$3.64 million for Phase 1 and \$1.76 million for Phase 2), for a not-to-exceed amount of \$27,160,000. The expiration date of the Agreement remained June 30, 2018, based on the Construction Manager/General Contractor (CM/GC) construction schedule at the time, which showed substantial completion of Phase 1 on December 22, 2017. The Phase 1 scope of work authorized under Amendment No. 2 included additional archaeological investigations, quality control/quality assurance services, safety and security consulting, IT consulting, O&M revenue enhancing and asset manager procurement consulting and support. Phase 2 work completed under this amendment included managing the work necessary to develop a delivery plan and funding plan for Phase 2, which included completing the 30% PE drawings for Phase 2 components north of Townsend Street; completing a study of tunneling methodologies to evaluate whether impacts to surface streets along the DTX alignment could be reduced; updating the right of way cost estimate; updating the ridership study; performing a risk assessment; and updating the Program cost estimate. The PMPC team also continued to support development of the Supplemental Environmental Impact Statement/Environmental Impact Report which was approved on July 22, 2019 as well as ongoing coordination with Caltrain, CHSRA, and the City, including the Planning Department on the Rail Alignment and Benefits Study.
- Amendment No. 3, executed by the TJPA Executive Director and effective June 1, 2018, extended the PMPC team's period of performance by 146 days to November 23, 2018, and increased the contract amount by \$1.1 million to \$28,260,000 to provide Phase 1

project closeout and commencement of operations support as a result of the CM/GC's extended schedule for construction completion.

- Amendment No. 4, authorized by the TJPA Board on July 12, 2018, increased the budget by \$5.77 million (based on assumed \$200,000 of additional funding for continued Phase 1 services through the end of January 2019 and \$5.57 million for Phase 2 services through December 31, 2019) for a total not-to-exceed amount of \$34,030,000, and extended the contract term to a total of five years and six months, through December 31, 2019. Note that in October 2018, the San Francisco County Transportation Authority (SFCTA) suspended the Prop K funding agreement with the TJPA; this affected not only the design work authorized under Amendment No. 4 but also the Program administrative work being done by PMPC staff. Funds allocated for PMPC services remaining in the Phase 2 task order budget under Amendment No. 4 were de-obligated. Approximately \$370,000 was expended prior to de-obligation in November 2018. \$5.4 million remains in the PMPC contract budget amount for Phase 2.
- Amendment No. 5, authorized by the TJPA Board on December 13, 2018, increased the budget by \$720,000 for a not-to-exceed total contract amount of \$34,750,000, to allow for continued PMPC support to complete Phase 1.
- Amendment No. 6, executed by the TJPA Executive Director on August 9, 2019, increased the budget by \$750,000 for a not-to-exceed total contract amount of \$35,500,000, to allow the PMPC team to provide continued support to complete Phase 1 and limited Phase 2 support.
- Amendment No. 7, executed by the TJPA Executive Director on January 10, 2020, increased the budget by \$497,000 for a not-to-exceed total contract amount of \$35,997,000, and extended the contract through June 30, 2020, to allow for continued PMPC support to complete Phase 1.
- Amendment No. 8, authorized by the TJPA Board on May 14, 2020, increased the budget by \$14,600,000 and exercised the remaining four years of the option to allow for continued PMPC support for Phase 2 through June 2024 to support the advancement of DTX to a ready for procurement status in accordance with the MOU for a not to exceed total contract amount of \$50,597,000. The amendment also updated the description of assigned Key Personnel and increased the maximum individual direct rate under the Agreement.

RECOMMENDATION:

Staff recommends that the Board authorize the Executive Director to execute Amendment No. 9 to the Professional Services Agreement 13-02-PMPC-000 between the Transbay Joint Powers Authority and URS (AECOM) to modify the scope of services to include Right of Way Management and Program Coordination Support Services and increase the maximum contract amount by \$417,474 for a not-to-exceed total contract amount of \$51,014,474.

ENCLOSURES:

1. Resolution
2. Amendment

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, On September 26, 2013, following a formal procurement process, the TJPA received a proposal by a URS-led team for Program Management/Program Controls (PMPC) services and negotiated a scope of services with URS for a period of four years from the effective date at an amount not to exceed \$21,760,000; and

WHEREAS, On June 12, 2014, the TJPA Board of Directors authorized the Executive Director to execute Professional Services Agreement No. 13-02-PMPC-000 for PMPC services (Agreement) with URS, in an amount not to exceed \$21,760,000 and a term of four years; and

WHEREAS, On March 9, 2017, the TJPA Board authorized the Executive Director to execute an amendment to the Agreement in an amount not to exceed \$5.4 million, for a total not-to-exceed amount of \$27,160,000, with no extension to the term of the Agreement; and

WHEREAS, On June 1, 2018, to accommodate the Construction Manager/General Contractor's construction schedule, the TJPA extended the term of the Agreement by 146 calendar days and increased the compensation by \$1.1 million for a not-to-exceed amount of \$28,260,000; and

WHEREAS, On July 12, 2018, the TJPA Board authorized the Executive Director to execute an amendment to the Agreement to extend the term of the Agreement through December 31, 2019, and to increase the compensation by an amount not to exceed \$5.77 million (based on an assumed \$200,000 for continued Phase 1 services through the end of January 2019 and \$5.57 million for Phase 2 services through December 31, 2019), for a total not-to-exceed amount of \$34,030,000; and

WHEREAS, On October 23, 2018, the San Francisco County Transportation Authority (SFCTA) suspended the Prop K funding agreement with the TJPA to allow for an evaluation of the management and delivery of the Transit Center Project and a review of alternative oversight and governance models for the management and delivery of Phase 2/Downtown Rail Extension. Work on the Phase 2 scope was put on hold until further action from the SFCTA; and

WHEREAS, On December 13, 2018, the TJPA Board authorized the Executive Director to execute an amendment to the Agreement to increase the maximum compensation amount by \$720,000 for a not-to-exceed total contract amount of \$34,750,000 to support the completion of Phase 1; and

WHEREAS, On August 9, 2019, the Executive Director executed an amendment to increase the maximum compensation amount by \$750,000 for a not-to-exceed total contract amount of \$35,500,000 to support the completion of Phase 1 and limited Phase 2 support; and

WHEREAS, On January 10, 2020, the Executive Director executed an amendment to increase the maximum compensation amount by \$497,000 for a not-to-exceed total contract amount of \$35,997,000 and to extend the term of the Agreement to June 30, 2020; and

WHEREAS, On April 9, 2020, the TJPA Board approved the San Francisco Peninsula Rail Program Memorandum of Understanding (MOU) with the Metropolitan Transportation Commission, SFCTA, Caltrain, California High-Speed Rail Authority, and City (Mayor's Office), which describes a new organizational structure and work program for Phase 2; and

WHEREAS, The SFCTA, on April 28, 2020, allocated funding to recommence work on Phase 2 of the Transbay Program under the terms of the MOU; and

WHEREAS, On May 14, 2020, the TJPA Board authorized the Executive Director to execute an amendment to exercise the remaining option to extend the term of the Agreement by four years (July 1, 2020 through June 30, 2024); increase the budget by \$14,600,000 for a not-to-exceed total contract amount of \$50,597,000 to support advancement of Phase 2; amend the Key Personnel; and amend the Basis for Reimbursement of Contractor Direct Labor Costs; and

WHEREAS, The Agreement presently provides for limited right of way support services, but advancing the TJPA's right of way program consistent with the accelerated work schedule requires a more complete scope of management and coordination of the various real estate consultants providing services related to right of way pre-acquisition activities; now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute an amendment to Agreement No. 13-02-PMPC-000 to modify the scope of services to include Right of Way Management and Program Coordination Support Services and increase the budget by \$417,474 for a not-to-exceed total contract amount of \$51,014,474.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of February 10, 2022.

Interim Secretary, Transbay Joint Powers Authority

Amendment No. 09
Agreement No. 13-02-PMPC-000 between
the Transbay Joint Powers Authority and
URS Corporation

This AMENDMENT No. 09 to AGREEMENT 13-02-PMPC-000 is entered into as of _____, 2022, by and between the TRANSBAY JOINT POWERS AUTHORITY (“TJPA”) and URS CORPORATION, a Nevada Corporation, dba URS Corporation Americas (the “Contractor”).

By this Amendment No. 09, the TJPA and the Contractor hereby modify Agreement No. 13-02-PMPC-000, dated July 1, 2014 as previously amended (“Agreement”), only to the extent expressly provided in this Amendment No. 09. All other terms and conditions of the Agreement shall remain in full force and effect.

Recitals

- A. On June 12, 2014, the TJPA Board of Directors adopted Resolution No. 14-016, which authorized the Executive Director to execute an agreement in an amount not to exceed \$21,760,000 for Program Management/Program Controls services by Contractor for a term not to exceed four (4) years from the Effective Date of the Agreement (July 1, 2014), and provides that the TJPA shall have the right to extend the Agreement for two (2) additional consecutive three (3) year terms.
- B. On February 9, 2016, the Executive Director executed an amendment to the Agreement (Amendment No. 01) to update the project’s Key Personnel listed in the Agreement.
- C. On March 9, 2017, The TJPA Board of Directors adopted Resolution No. 17-010, which authorized the Executive Director to execute an amendment to the Agreement (Amendment No. 02) to increase the maximum compensation under the Agreement to \$27,160,000 to accommodate additional services from the Contractor.
- D. Effective June 1, 2018, the Executive Director executed Amendment No. 03 to the Agreement to accommodate the extended schedule for Phase 1 construction completion, increasing the maximum compensation to \$28,260,000 and extending the period of performance by 146 calendar days to November 23, 2018.
- E. On July 12, 2018, the TJPA Board of Directors adopted Resolution No. 18-033, which authorized the Executive Director to execute an amendment to the Agreement (Amendment No. 04) to extend the term of the Agreement to December 31, 2019, and increase the compensation by an amount not to exceed \$5.77 million (based on assumed \$0.2 million for Phase 1 services and \$5.57 million for Phase 2 services) for a total not to exceed amount of \$34,030,000.
- F. On December 13, 2018, the TJPA Board of Directors adopted Resolution No. 18-051, which authorized the Executive Director to execute an amendment to the Agreement (Amendment No. 05) to increase the compensation by an amount not to exceed \$720,000 for Phase 1 services for a total not to exceed amount of \$34,750,000.

- G. On August 9, 2019, the TJPA Executive Director executed Amendment No. 06 to the Agreement, increasing the compensation under the Agreement by an amount not to exceed \$750,000 for a total not to exceed amount of \$35,500,000, with no extension of time.
- H. On January 10, 2020, the TJPA Executive Director executed Amendment No. 07 to extend the term of the Agreement to June 30, 2020, and increase the compensation under the Agreement by an amount not to exceed \$497,000 for a total not to exceed amount of \$35,997,000.
- I. On May 14, 2020, the TJPA Board of Directors adopted Resolution No. 20-018, which authorized the Executive Director to execute an amendment to the Agreement (Amendment No. 08) to exercise the remaining option to extend the term of the Agreement to June 30, 2024; increase the compensation under the Agreement by an amount not to exceed \$14,600,000 for a total not to exceed amount of \$50,597,000; amend the Key Personnel; and amend the Basis for Reimbursement of Contractor Direct Labor Costs.
- J. The TJPA and the Contractor wish to amend the Agreement to add Real Estate Management and Program Coordination Support services; and increase the compensation under the Agreement by \$417,474 for a total not-to-exceed contract amount of \$51,014,474 to support advancement of Phase 2.
- K. The TJPA and Contractor intend that this Amendment No. 09 to the Agreement complies with the regulations of the United States Department of Transportation ("USDOT").

Now, THEREFORE, the parties agree as follows:

Terms and Conditions

Compensation

Article 8.a. of the Agreement, Compensation / Generally, is hereby modified to increase the maximum compensation for work to be performed, as provided below:

The maximum amount payable under this Agreement ("Contract Limit") shall not exceed ~~Fifty Million Five Hundred Ninety Seven Thousand Dollars (\$50,597,000)~~ **Fifty-One Million Fourteen Thousand Four Hundred Seventy-Four Dollars (\$51,014,474)**. The Contract Limit includes (a) the allowable actual costs of services ("Contract Costs") plus (b) the Contractor's fee for the period of this Agreement ("Contract Fee"). The Contract Costs shall not exceed ~~Forty Seven Million Two Hundred Eighty Seven Thousand Dollars (\$47,287,000)~~ **Forty-Seven Six Hundred Seventy-Seven Thousand Seventy-Nine Dollars (\$47,677,079)** and the Contract Fee shall not exceed ~~Three Million Three Hundred Ten Thousand Dollars (\$3,310,000)~~ **Three Million Three Hundred Thirty-Seven Thousand Three Hundred Ninety-Five Dollars (\$3,337,395)**.

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

Program Implementation and Support Services Activities

The Agreement at Appendix A, Scope of Work, Article C.12, Program Implementation and Support Activities -- Real Estate Acquisition, is hereby modified as provided below:

Real Estate Acquisition Management and Program Coordination Support

Working with the TJPA's legal counsel and the City and County of San Francisco Real Estate Division and Redevelopment Division implement and update as needed a real estate acquisition plan coordinated with the Program Implementation Plan and the Program Master Schedule. Work with the TJPA and its consultants to ~~support~~ **manage** the real estate acquisition process, including **support, supervision, and management of right of way pre-acquisition consultant services** ~~assistance with~~ **preparing** appraisals, site assessments, offers to purchase, relocation, condemnation and other activities as necessary **in compliance with all applicable federal and state requirements and the TJPA's policies and protocols.**

The individuals executing this Amendment No. 09 to the Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have executed this contract Amendment No. 09 on the day first mentioned above.

**TRANSBAY JOINT POWERS
AUTHORITY**

**CONTRACTOR
URS CORPORATION**

Adam Van de Water
Executive Director

Jon Porterfield
Vice President

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

URS Corporation dba
URS Corporation Americas
300 California Street, Suite 600
San Francisco, CA 94104
Phone: (415) 796-8100
Tax Identification No.: 94-1716908

Interim Secretary, TJPA Board

Approved as to Form by:

TJPA Legal Counsel