

**STAFF REPORT FOR CALENDAR ITEM NO.: 14  
FOR THE MEETING OF: December 14, 2017**

**TRANSBAY JOINT POWERS AUTHORITY**

**BRIEF DESCRIPTION:**

Approving Amendment #4 to the Intergovernmental Agreement #2 (IGA-08-005-DPW) between the Transbay Joint Powers Authority (TJPA) and the City and County of San Francisco Department of Public Works (DPW) related to DPW's construction of the Mission Street Bus Boarding Island and the Natoma Pedestrian Way Extension at an aggregate not-to-exceed cost for the two new projects of \$1,081,000, and an aggregate not-to-exceed amount of \$2,255,500 for all services under Agreement #2, and to extend the term of Agreement #2 to December 10, 2018.

**EXPLANATION:**

Under Intergovernmental Agreement #2 approved by the Board on January 17, 2008 (Agreement), DPW is providing services to the TJPA to facilitate construction and operation of the Transbay Program. Among other things, DPW is providing survey and mapping; design; construction support, coordination, and oversight; and inspection and acceptance services for the construction of Program-related facilities in the public right-of-way. The Agreement has been amended three times. It expires on December 10, 2017.

The TJPA requires a bus boarding island in the public right-of-way along the eastbound travel way on Mission Street between First and Fremont streets for full operation of the transit center's bus plaza (Bus Boarding Island). DPW Infrastructure Design & Construction has designed the island and has incorporated construction of the island into its Transbay Transit Center Streetscape Phase 1 contract. DPW has awarded the contract and issued a Notice to Proceed for the Transbay Transit Center Streetscape Phase 1 work; construction of the island is anticipated to begin by the end of 2017 and be completed by February 2018. Under the proposed Amendment #4 to the Agreement, DPW will construct (or cause to be constructed) the Bus Boarding Island and DPW will provide certain construction coordination, oversight, inspection, and acceptance services (Construction Oversight Services) related thereto. The TJPA will reimburse DPW for the cost of construction and compensate DPW for the Construction Oversight Services in an amount not-to-exceed \$256,600.

The TJPA is also required to fund construction of an extension of the Natoma Pedestrian Way along Natoma Street east of the Project improvements to the edge of the intersection of Natoma and Second streets (Natoma Pedestrian Way Extension), in accordance with a 2013 Intergovernmental Agreement between the TJPA and the San Francisco Planning Department. DPW Streetscapes is currently preparing the final design of the extension and will construct (or cause to be constructed) the Natoma Pedestrian Way Extension. DPW will provide certain Construction Oversight Services related thereto. DPW's current estimate based on 65% design plans is \$824,400 for services related to construction of the extension, including construction,

construction management and engineering support costs. The TJPA will reimburse DPW for these costs up to a not-to-exceed amount of \$824,400.

The term of the Agreement requires extension to allow completion of the above-described added scope of work.

**RECOMMENDATION:**

Staff recommends that the Board authorize the Executive Director to execute Amendment #4 to Intergovernmental Agreement #2, in the form attached to this report, to provide for DPW's construction of the Mission Street Bus Boarding Island and the Natoma Pedestrian Way Extension and TJPA's reimbursement and compensation to DPW at an aggregate not-to-exceed cost for the two new projects of \$1,081,000, and an aggregate not-to-exceed amount of \$2,255,500 for all services under Agreement #2, and to extend the term of Agreement #2 to December 10, 2018.

**ATTACHMENTS:**

1. Resolution
2. Amendment #4 to Intergovernmental Agreement #2

**TRANSBAY JOINT POWERS AUTHORITY  
BOARD OF DIRECTORS**

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

WHEREAS, On January 17, 2008, the TJPA and the City and County of San Francisco Department of Public Works (DPW) (the Parties) entered into Intergovernmental Agreement #2 (Agreement) for professional engineering, survey and mapping services to facilitate the design and review of various aspects of the Transit Center Project's design and construction for an amount not to exceed \$599,500; and

WHEREAS, On October 17, 2008, the Parties executed Amendment #1 to the Agreement describing the terms under which TJPA would perform and oversee certain resurfacing work; and

WHEREAS, On January 7, 2011, the Parties executed Amendment #2 to the Agreement to provide for construction coordination, oversight, inspection and acceptance services for a not-to-exceed amount of \$575,000, and to extend the term by an additional four years, for a total term not to exceed nine years from the Effective Date of the Agreement; and

WHEREAS, On June 29, 2017, the Parties executed Amendment #3 to the Agreement to extend the term of the Agreement by ten months to December 10, 2017; and

WHEREAS, For full operation of the transit center bus plaza, the TJPA requires a new bus island in Mission Street; and

WHEREAS, DPW has completed design, solicited bids, and awarded a contract for the construction of the island. DPW is willing to construct (or cause to be constructed) the island and provide certain construction oversight services related thereto for an amount not to exceed \$256,600; and

WHEREAS, The TJPA is required to fund construction of an extension of the Natoma Pedestrian Way along Natoma Street east of the transit center improvements to the edge of the intersection of Natoma and Second streets ("Natoma Pedestrian Way Extension"), in accordance with a 2013 Intergovernmental Agreement between the TJPA and the San Francisco Planning Department; and

WHEREAS, DPW has completed the 65% plans and prepared a construction estimate for the extension. DPW is willing to construct (or cause to be constructed) the Natoma Pedestrian Way Extension and provide certain construction oversight services related thereto for an amount not to exceed \$824,400; and

WHEREAS, Staff recommends amending the Agreement to incorporate DPW's additional services related to construction of the Bus Boarding Island and Natoma Pedestrian Way Extension and provision of certain construction oversight services related thereto, and TJPA's reimbursement

and compensation to DPW of certain not-to-exceed amounts, and an extension of the term of the Agreement to allow completion of the new scope of work; now, therefore, be it

RESOLVED, That the Board authorizes the Executive Director to execute Amendment #4 to Intergovernmental Agreement #2 with DPW, to provide for DPW's construction of the Mission Street Bus Boarding Island and the Natoma Pedestrian Way Extension, and TJPA's reimbursement and compensation to DPW at an aggregate not-to-exceed cost for the two new projects of \$1,081,000, and an aggregate not-to-exceed amount of \$2,255,500 for all services under Agreement #2, and to extend the term of Agreement #2 an additional twelve (12) months to December 10, 2018.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of December 14, 2017.

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Secretary, Transbay Joint Powers Authority

**AMENDMENT #4 TO INTERGOVERNMENTAL AGREEMENT #2**

between

**TRANSBAY JOINT POWERS AUTHORITY**

and

**CITY AND COUNTY OF SAN FRANCISCO, DEPARTMENT OF PUBLIC WORKS**

for

**Professional Engineering, Survey and Mapping Services**

for the

**Transbay Transit Center Program**

This Amendment #4 to Intergovernmental Agreement #2, IGA-08-005-DPW, is entered into as of the \_\_\_\_\_ of December 2017, by and between the Transbay Joint Powers Authority ("TJPA"), a joint powers authority, and the City and County of San Francisco, Department of Public Works ("DPW") (each individually a "Party" and, collectively, the "Parties").

**RECITALS**

THIS Amendment #4 is entered into with reference to the following facts and circumstances:

- A. On January 17, 2008, the Parties entered into that certain Intergovernmental Agreement IGA-08-005-DPW between the TJPA and DPW ("Agreement #2"), which established the terms and conditions by which DPW would provide certain professional engineering, survey and mapping services to the TJPA. Under Agreement #2, the aggregate amount of TJPA's payments to DPW to provide the services shall not exceed \$599,500.
- B. On October 17, 2008, the Parties entered into an Amendment to Agreement #2 ("Amendment #1"), describing the terms under which TJPA would perform and oversee certain resurfacing work and the Parties would apportion the costs of the resurfacing work. Under Amendment #1, the aggregate amount of DPW's payment to TJPA to provide the resurfacing work shall not exceed \$400,000. The resurfacing work described in Amendment #1 was completed and DPW costs were reimbursed to TJPA in the amount of \$393,679.26.
- C. On January 7, 2011, the Parties entered into a second Amendment to Agreement #2 ("Amendment #2") describing the terms by which DPW would provide design services for relocation of certain auxiliary water supply system ("AWSS") facilities to facilitate construction of the transit center bus ramp, and construction coordination, oversight, inspection, and acceptance services related to the relocation of City-owned utilities and other work in the public right of way required to facilitate construction of the transit center ("Construction Oversight Services"). Under Amendment #2, the aggregate amount of TJPA's payments to DPW to provide the services shall not exceed \$1,174,500 (an additional \$575,000 over the original aggregate amount of \$599,500). Amendment #2 also extended the term of Agreement #2 an additional four years for a total of nine years from the Effective Date of Agreement #2.
- D. On June 29, 2017 the Parties entered into a third Amendment to Agreement #2 ("Amendment #3") to extend the term of the Agreement by ten months to December 10, 2017.

- E. A new bus boarding island in Mission Street between First and Fremont streets is required for full operation of the transit center bus plaza ("Bus Boarding Island"). DPW has designed the Bus Boarding Island and included construction of the island in its Transbay Transit Center Streetscape Phase 1 contract. Under this Amendment #4, the Parties agree that DPW will construct (or cause to be constructed) the Bus Boarding Island; DPW will provide certain construction coordination, oversight, inspection, and acceptance services ("Construction Oversight Services") related to the Bus Boarding Island; and the TJPA will reimburse DPW for the cost of construction and compensate DPW for the Construction Oversight Services related to the Bus Boarding Island up to an aggregate of \$256,600.
- F. The TJPA is required to fund construction of an extension of the Natoma Pedestrian Way in the public right-of-way east of the transit center improvements to the edge of the intersection of Natoma and Second streets ("Natoma Pedestrian Way Extension"), in accordance with a 2013 Intergovernmental Agreement between the TJPA and the San Francisco Planning Department. DPW is preparing the final design of the Natoma Pedestrian Way Extension. Under this Amendment #4, the Parties agree that DPW will construct (or cause to be constructed) the Natoma Pedestrian Way Extension; DPW will provide certain Construction Oversight Services related to the Natoma Pedestrian Way Extension; and the TJPA will reimburse DPW for the cost of construction and compensate DPW for the Construction Oversight Services related to the Natoma Pedestrian Way Extension up to an aggregate of \$824,400.
- G. The term of Agreement #2 expires on December 10, 2017, and requires an extension to allow completion of the added scope of work described in this Amendment #4.
- H. Section 11 of Agreement #2 provides that the Parties may amend or modify the agreement by written agreement of both Parties.

NOW, THEREFORE, the Parties agree as follows:

#### **AMENDMENT #4 TO AGREEMENT #2**

1. All capitalized terms set forth herein shall have the meaning as set forth in Agreement #2, except for those terms that are expressly defined herein.

2. Section 2 of Agreement #2, "Term of Agreement and Termination," provides that the term shall be nine years ten months from the Effective Date, unless earlier terminated. Section 2 is hereby amended to extend the term of Agreement #2 by an additional twelve months to December 10, 2018.

3. Section 3.2 of Agreement #2, "Aggregate Amount of Contract," provides that the aggregate amount of payments from TJPA to DPW to provide the services shall not exceed \$1,174,500. Section 3.2 is hereby amended to provide that the aggregate amount of payments from TJPA to DPW to provide the services under Agreement #2, based on the increased scope described in this Amendment #4, shall not exceed \$2,255,500.

4. Exhibit A to Agreement #2, "Scope of Services," sets forth the services to be performed by DPW under Agreement #2. This Amendment #4 adds the construction of the Bus Boarding Island, the construction of the Natoma Pedestrian Way Extension, and the provision of

certain Construction Oversight Services related thereto to the services performed by DPW. Exhibit A to Agreement #2 is hereby replaced in its entirety by the attached Exhibit A – Revised.

5. Exhibit E to Agreement #2, "Cost Breakdown for Services," sets forth the maximum amounts TJPA may compensate DPW to provide particular services under Agreement #2. This Amendment #4 adds the additional Construction and Construction Coordination, Oversight, Inspection, and Acceptance Services to the Cost Breakdown for Services. Exhibit E to Agreement #2 is hereby replaced in its entirety by the attached Exhibit E – Revised.

6. Except for the provisions set forth in this Amendment #4, all other provisions of Agreement #2, as amended by Amendment #1, Amendment #2, and Amendment #3, remain unchanged and in full force and effect.

(Signature Block on Following Page)

IN WITNESS WHEREOF, the PARTIES hereto have caused this Amendment to be executed on the date indicated above.

**TRANSBAY JOINT POWERS AUTHORITY**

By: \_\_\_\_\_  
Mark Zabaneh, Executive Director

**DEPARTMENT OF PUBLIC WORKS**

By:  \_\_\_\_\_  
Mohammed Nuri, Director

**APPROVED AS TO FORM FOR TJPA**

By: \_\_\_\_\_  
Deborah L. Miller,  
Shute, Mihaly & Weinberger LLP

**APPROVED AS TO FORM FOR DPW**

BY: \_\_\_\_\_  
Deputy City Attorney