

**THIS STAFF REPORT COVERS CALENDAR ITEM NO.: 7.4
FOR THE MEETING OF: June 10, 2010**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute Amendment No. 2 to Agreement No. 08-01-CMTT-000 between the Transbay Joint Powers Authority and Townsend Management, Inc. ("TMI"), for construction management services for the Temporary Terminal facilities project (the "Agreement"), adding \$275,000 to the maximum fee amount under the Agreement.

SUMMARY:

On April 17, 2008, the TJPA Board of Directors awarded the Agreement to TMI, with a not-to-exceed fee in the amount of \$1,010,000. The total fee included \$822,000 authorized for Basic Services and \$188,000 for Additional Services. From the Additional Services budget, TMI was given Notice to Proceed for \$75,000 for costs associated with geotechnical testing, soil compaction testing, and laboratory testing, leaving a balance of \$113,000 available for future Additional Services.

Amendment Number 1

Amendment No. 1 was authorized by the TJPA Board on December 10, 2009 for services associated with impacts to construction due to unforeseen site conditions as well as for the addition of the Essex Street transit lane. This amendment authorized the addition of \$86,200 to the total fee under the Agreement at Section 5, Compensation, resulting in a new total not-to-exceed fee in the amount of \$1,096,200. Additionally, by Amendment No. 1, TJPA reallocated the \$113,000 in remaining Additional Services fee from Additional Services to Basic Services fee. Under Amendment No. 1, the revised Agreement funding became \$1,021,200 for Basic Services and \$75,000 for Additional Services.

Amendment Number 2

Amendment No. 2 authorizes the addition of \$275,000 to the total fee under the Agreement, at Section 5, Compensation, resulting in a new total not-to-exceed fee in the amount of \$1,371,200.

Amendment No. 2 provides for Additional Services associated with closeout of Phase 1 through the end of construction and for an extension of time to perform construction management services for Phase 2 of the Temporary Terminal.

Phase 1 Closeout Additional Services: During closeout of Phase 1, the construction manager has provided services outside the original scope of the Agreement. These added service items include:

- purchase and installation of signage indicating building names and addresses as required by SF DBI
- coordinating revisions of bus line designations on windscreens to accommodate revised bus bay assignments

- managing the added installation of inner duct material between the Greyhound minimum point of entry (MPOE) and the AC Transit Building;
- addition of detectable domes and modified handrails as requested by the Mayor's Office of Disability (MOD). The effort included site walks with the contractor, developing an independent estimate, negotiating and drafting the change order, and then managing the work.
- coordinating relocation of site fencing as requested by SF DPW and installing temporary protection of canopy columns and windscreens
- assisting in negotiations for disputed windscreens and contractor's request for extended overhead

Phase 2 Time Extension: Substantial completion of Phase 2 of the Temporary Terminal was planned for November of 2009. Due to changes in Phase 1 scope with the addition of the rail levels, this date has been extended approximately one year. The extension to the completion of construction necessitates extended construction management services. The construction activities which are on-going include the following Work:

- temporary and permanent Phase 1 street striping due to DPT request that temporary striping be installed until a Phase 1 opening date could be firmly established
- delivery/installation of timing signal cards from SF DPT
- installation of MUNI OCS pole foundation in PG&E basement
- installation of canopy gutters
- installation of windscreens

ENCLOSURES:

1. Resolution
2. Amendment No. 2

RECOMMENDATIONS:

Staff recommends that the Board of Directors authorize the Executive Director to execute Amendment No. 2 to the Agreement with Townsend Management, Inc., for the new Temporary Terminal facilities project to add the amount \$275,000 to the total not-to-exceed fee under the Agreement and to extend the term of the Agreement.

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, On April 17, 2008, the Transbay Joint Powers Authority Board of Directors unanimously resolved to authorize the Executive Director to execute a Professional Services Agreement (Agreement) for the Temporary Terminal facilities (Project) with Townsend Management, Inc. (TMI); and

WHEREAS, under the Agreement, TMI agreed to perform construction management Basic Services and Additional Services for the Project; and

WHEREAS, The TJPA Executive Director and TJPA Staff, working with Townsend Management, Inc., have determined that additional funding for construction management services under the Agreement is required to address additional scope and an extended schedule for the Project; and

WHEREAS, Such additional compensation changes the price under the Agreement and requires an amendment to the Agreement; now, therefore be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute Amendment No. 2 to the Agreement with TMI for construction management services for the Temporary Terminal facilities project, to add \$275,000 in compensation to the Agreement for Basic Services. Under this Amendment No. 2, the new Agreement compensation value shall be \$1,371,200.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of June 10, 2010.

Secretary, Transbay Joint Powers Authority

Amendment No. 02
Professional Services Agreement between
the Transbay Joint Powers Authority and Townsend Management, Inc.

THIS Amendment No. 2 to the professional services agreement to furnish construction management services dated April 17, 2008, and amended December 10, 2009; (“Agreement”) is entered into as of the ____ day of _____ 2010, in San Francisco, California, by and between **Townsend Management, Inc.** (“Contractor”), and the **Transbay Joint Powers Authority** (“TJPA”).

Recitals

A. On January 23, 2008, the TJPA issued a Request for Proposals for construction management professional services for the Temporary Terminal (RFP).

B. On February 19, 2008, eight proposals were received by the TJPA in response to the RFP. A review of all proposals received and interviews conducted with the top four proposers by a selection committee comprised of technical experts resulted in the Contractor being selected as the most qualified proposer. Thereafter, the TJPA conducted negotiations with the Contractor, which successfully resulted in mutually agreed upon terms.

C. On April 17, 2008, the TJPA Board of Directors adopted Resolution No. 08-017, which authorized the Executive Director to execute the original agreement for said construction management professional services by the Contractor.

D. On December 10, 2009, the TJPA Board of Directors adopted Resolution No. 09-053, authorizing Amendment No. 1 to the Agreement, increasing the total fee for the Agreement and reallocating fee between Basic Services and Additional Services.

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

Now, THEREFORE, the parties agree as follows:

Terms and Conditions

The agreement between the TJPA and the Contractor is amended as follows:

1. The agreement maximum compensation shall be increased by \$275,000 from \$1,096,200 to \$1,371,200.
2. The Scope of Services shall include all construction management professional services through the completion of Phase 2 of the Temporary Terminal.
3. Appendix B, Fees, provides an amended funding distribution between Basic Services and Additional Services.

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

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

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

**TRANSBAY JOINT POWERS
AUTHORITY**

TOWNSEND MANAGEMENT, INC.

Maria Ayerdi-Kaplan
Executive Director

Contractor

Tax Identification Number

PROFESSIONAL SERVICES AGREEMENT

APPENDIX "B"

FEES

Company: Townsend Management, Inc.		
Address: P.O. Box 24442		
City: San Francisco	State: CA	Zip Code: 94124
Contact Person: Zamir Zuraek	Phone No.: 415-285-9009	
Staff Name	Staff Function	Hourly Rate (\$)
Pete Mckean	Resident Engineer	142.00
Robert Yin	Assistant Resident Engineer	119.00
Azer Roque	QA/QC Inspector	108.00
Richard Medeghini	Estimator	135.00
Zamir Zuraek	Project Principal	160.00

The above hourly rates shall include all incidental expenses of the Contractor, including the costs of toll telephone calls, document binding, filing fees, express mail, delivery charges, courier service, in - and out-of-house photocopying, charges for sending facsimiles, transportation, travel, automobile rental, taxicab fares, parking, meals, secretarial services, printing, photographs, renderings, maps, Internet, computer, overhead, administration, and fees and other costs and charges incurred by the Contractor or the Contractor's subcontractors.

The total amount for Basic Services as described by Appendix "A" shall not exceed \$1,296,200. The total amount for Additional Services including additional special inspection, material testing, laboratory testing, in-plant inspection, office engineering, resident engineering, field inspection or other professional services as requested by the TJPA shall not exceed a total amount of \$75,000. The total agreement amount is \$1,371,200 (\$1,296,200 + \$75,000).