

**STAFF REPORT FOR CALENDAR ITEM NO.: 9
FOR THE MEETING OF: May 12, 2011**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute Contract Modification No. 4 to Agreement No. 08-08-DM-000 (the "Agreement") between the Transbay Joint Powers Authority and Evans Brothers, Inc. ("EBI") for additional construction services required as part of the Existing Terminal Building & Ramps Demolition, increasing the Contract Sum by \$1,320,060, for a total Contact Sum of \$15,242,200, and increasing the Contract Duration by 60 calendar days, for a total Contract Duration of 386 days.

SUMMARY:

Award of Contract:

On September 24, 2009, in response to a public advertisement, the TJPA received and publicly opened seven bid proposals for the Agreement, which is part of the Transbay Transit Center Program. The TJPA determined that EBI, of Livermore, California, was the responsible bidder submitting the lowest responsive bid, with a total bid amount of \$10,502,400. On October 8, 2009, the TJPA Board of Directors awarded a contract to EBI in the amount of \$10,502,400. The awarded amount was 1.5% under the Engineer's Estimate.

Change Orders To Date:

To date, the TJPA has issued fifteen contract change orders ("CCOs") under the Agreement, increasing the Contract Sum by \$3,419,740 and the Contract Duration by thirty six days. These CCOs addressed the following necessary additional construction services: hazardous material abatement (differing site conditions), salvage of historical and operational items requested by outside agencies such as Caltrans and AC Transit, removal of underground obstructions and debris, performance of out-of-sequence work for closing of the existing terminal, relocation of public street lights, below-grade demolition to facilitate work at the Temporary Terminal, removal of existing fencing, paving of pedestrian pathway and sidewalk replacement. CCOs 1 through 9 were approved by the Executive Director. CCOs 10 through 15 were authorized following the Board's approval of Contract Modification No. 1 on December 9, 2010, Contract Modification No. 2 on March 10, 2011 and Contract Modification 3 on April 14, 2011.

Contract Modification No. 4:

Contract Modification No. 4 increases the Contract Sum by \$1,320,060 and extends the Contract Duration by 60 calendar days, in order for additional contract change orders to be executed. These changes are incorporated into CCO 16, CCO 17 and CCO 18, as follows:

CCO 16 – Removal and Disposal of Class I Fill at Main Terminal

The contractor removed and disposed of unforeseen contaminated soils encountered during demolition of areas surrounding the former Muni hump area in front of the Transbay Terminal (Parcel T near Mission Street bounded by Fremont and First Street). While performing demolition west and east of this area, the contractor encountered Class I Non-Resource Conservation and Recovery Act ("Non-RCRA") hazardous soil materials approximately 7-1/2

feet below asphaltic pavement. Construction management oversight staff and the contractor estimated 2,500 tons of Class 1 Non-RCRA soils to be removed. Subsequently, the contractor resumed demolition and handled, transported and disposed approximately 2,500 tons of the material at an appropriate landfill.

CCO 16 Total: \$238,000

CCO 17 – Demolition of Existing Buildings

The contractor shall be directed to provide labor, materials, and equipment to demolish four (4) existing buildings located within the western footprint of the future train box for the New Transit Center Building. The existing building addresses are 60 Tehama Street, 564 Howard Street, 568 Howard Street, and 85 Natoma Street (containing 10 condo units). Ancillary work to the demolition includes minor backfill, utility terminations, remobilization of crushing equipment for material recycling, and material off haul. An additional 60 calendar days shall also be added to the final completion of the contract in order to account for remobilization of crushing equipment and recycling of added building debris. This 60 day time extension is included with Contract Modification 4. The demolition and clearing of these properties is required to begin shoring and excavation of the future train box in the western areas of the project site.

This CCO 17 shall only be executed contingent upon TJPA possession of the properties through Court order or voluntary agreement with the property owners.

The TJPA’s right of possession of the properties is as follows:

Property	Basis for Possession
564 Howard and 568 Howard	Court order for immediate possession effective May 31; notice served on property owners and occupants
60 Tehama	City/TJPA have filed motion for immediate possession effective May 31; Court hearing to consider motion scheduled May 23; CCO as to this property contingent upon Court order of possession
85 Natoma #4 and parking easement burdening 85 Natoma	City/TJPA have filed motions for immediate possession effective May 31; Court hearing to consider motions scheduled May 16; CCO as to these properties contingent upon Court orders of possession
85 Natoma #1, 2, 5, 9, and C1	Stipulation with property owners for possession; Court order of possession effective May 31; notice served on property owners and occupants
85 Natoma #3	Proposed purchase and sale agreement; if approved, title transfer at close of escrow

	(planned May 27); CCO as to this property contingent upon TJPA Board approval of purchase and successful close of escrow and transfer of title
85 Natoma #6, 7, and 8	TJPA holds fee interest

The TJPA’s rights of possession of the properties satisfies the Caltrans Right of Way Manual property certification requirements under certification categories 1, 2, and 3. The TJPA is providing relocation assistance to eligible owners and occupants under the federal and state relocation laws and the TJPA’s Relocation Assistance Program. The TJPA has provided all required notice of the TJPA’s plans and the need to vacate the properties.

CCO 17 Total: \$979,760

CCO 18 – Various Unforeseen Conditions / Support of New Transit Center Construction

- **77-79 & 81-83 Natoma Street Asbestos Abatement:** The contractor removed and disposed of unforeseen asbestos-containing materials encountered during demolition of 77-79 and 81-83 Natoma Street. Prior to demolishing these buildings, the contractor was informed by detailed environmental survey and testing of asbestos materials in tile mastic, ceiling and wall substrates. These environmental surveys were not complete until after relocation of building tenants after the contract award. Subsequently, the contractor abated, handled, transported and disposed of the material at an appropriate disposal site.

Subtotal: \$59,400

- **Removal of Asbestos Containing Material at existing Terminal Roof Level:** The contractor removed and disposed of unforeseen composite asbestos-containing materials (Transite Pipe [“TSI”] – asbestos-cement piping) encountered during demolition of upper levels of the existing Terminal. Prior to demolishing these portions of the existing Terminal, the contractor was informed by detailed environmental survey of approximately 60 lineal feet of TSI located within the existing Terminal roof level. During demolition of these upper levels, the contractor encountered an additional 140 lineal feet of TSI concealed by layered roofing and other interior building façades. Subsequently, the contractor abated, handled, transported and disposed of the TSI material at an appropriate disposal site.

Subtotal: \$4,000

- **Wooden Pile Survey at East Terminal:** As part of previously issued Contract Change Order No. 10 for clearing pile cap foundations and providing shoring at the East side of Fremont Street to facilitate Buttress, Shoring, and Excavation (“BSE”) of the New Transit Center building, the contractor was directed to survey 86 wooden piles. An additional 935 wooden piles were also surveyed and documented in order to facilitate BSE activities. These additional wooden piles were attributable to the existing Terminal building foundation system as well as previous unforeseen dock piers, buildings and other structures located on the project site.

Subtotal: \$9,200

- **Fire Hydrant Survey for Howard Street Crossing:** As a safety precaution the City and County of San Francisco Public Utilities Commission (“SFPUC”) required additional survey control and monitoring of a large fire hydrant located on the north side of Howard Street directly underneath under existing ramps to be demolished. Contract Documents require the contractor to protect existing utilities but do not include provisions for detailed survey control and continuous monitoring of utilities or other structures beyond pre-construction conditions. Due to the essential fire fighting services provided by the hydrant system and as a requirement by the SFPUC, the TJPA directed the contractor to perform additional monitoring and survey control.

Subtotal: \$1,000

- **Ramps at east Terminal:** Due to safety and site transfer coordination, the TJPA directed the contractor to build up two (2) crushed concrete ramps at the east Terminal area between Fremont and Beale Streets. The crushed concrete ramps were placed and ramped to the Fremont Street shoring developed by Contract Change Order No. 10 scope. The construction ramps provided topographic transitions for the installation of geotechnical site monitoring equipment, safe contours for 301 Mission Wall staging, and facilitated access for BSE pile-pulling work scope.

Subtotal: \$21,500

- **Caltrans Substation Electrical Re-route at Harrison Street Bridge:** Electrical service for the existing Caltrans substation South of Harrison Street required rerouting of surface mounted conduit to 120 lineal feet of underground trenching, conduit and wiring. The relocated electrical services feed the Caltrans substation and a portion of San Francisco Bay Bridge operations (lights, traffic signage, and maintenance equipment). These electrical services were located on the existing ramps to be demolished and were not shown by Contract Documents or existing utility information.

Subtotal: \$7,200

CCO 18 Total: \$102,300

Contract Modification 4 Total: \$1,320,060

RECOMMENDATION:

Staff recommends that the TJPA Board of Directors authorize the Executive Director to execute Contract Modification No. 4 to the Agreement with Evans Brothers, Inc. for the Existing Terminal & Ramps Demolition to incorporate construction revisions required as part of the demolition work and to increase the contract amount by \$1,320,060, for a total Contract Sum of \$15,242,200, and to extend the contract time by 60 calendar days, for a total Contract Duration of 386 calendar days.

ENCLOSURES:

1. Resolution
2. Contract Modification No. 4

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, On October 8, 2009, the Transbay Joint Powers Authority Board of Directors unanimously resolved to award a public work contract to Evans Brothers Inc. for the Existing Terminal & Ramps Demolition; and

WHEREAS, On December 10, 2009, the Executive Director executed Agreement No. 08-08-DM-000 with Evans Brothers Inc. for the Existing Terminal & Ramps Demolition (the "Contract"); and

WHEREAS, On December 9, 2010, the TJPA Board of Directors approved Contract Modification No. 1 to the Contract, increasing the Contract Sum to \$12,747,640; and

WHEREAS, On March 10, 2011, the TJPA Board of Directors approved Contract Modification No. 2 to the Contract, increasing the Contract Sum to \$13,693,340; and

WHEREAS, On April 14, 2011, the TJPA Board of Directors approved Contract Modification No. 3 to the Contract, increasing the Contract Sum to \$13,922,140; and

WHEREAS, The TJPA has determined that the successful completion of the Program requires additional demolition services to remove and dispose of hazardous Class I fill material, demolish four existing buildings, asbestos abatement, survey of pile locations and hydrant crossings, support ramps, and unforeseen Caltrans electrical utility rerouting; and

WHEREAS, The TJPA shall acquire possession of the properties at 60 Tehama Street, 564 Howard Street, 568 Howard Street, and 85 Natoma Street (10 condominium units and parking easement burdening the property) through Court order or voluntary agreements with the property owners prior to the TJPA executing any contract change order for any demolition activities for these four properties; and

WHEREAS, Such additional construction services require a modification to the Contract, and do change the price and deliverables under the Contract; now, therefore, be it

RESOLVED, That the TJPA Board of Directors approves Contract Modification No. 4 to the Contract to increase the Contract Sum by \$1,320,060, for a total Contract Sum of \$15,242,200 and to increase the Contract Duration by 60 calendar days, for a total Contract Duration of 386 calendar days.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of May 12, 2011.

Secretary, Transbay Joint Powers Authority

Contract Modification No. 04
Between
The Transbay Joint Powers Authority
and
Evans Brothers Inc.
To Furnish
Construction Services
For
The Existing Terminal & Ramps Demolition
(Agreement No. 08-08-DM-000)

THIS CONTRACT MODIFICATION to the AGREEMENT is entered into as of the 12th day of May 2011 by and between the TRANSBAY JOINT POWERS AUTHORITY ("TJPA") and Evans Brothers Inc. (the "Contractor").

Recitals

A. On October 8, 2009, the TJPA Board of Directors authorized the Executive Director to execute the original Agreement with Evans Brothers Inc. for demolition services in an amount not to exceed \$10,502,400.

B. On January 4, 2010, the TJPA issued Notice To Proceed ("NTP") for pre-demolition services. On August 9, 2010, the TJPA issued NTP for demolition. Prior to this Contract Modification, the TJPA authorized Change Orders 1 through 11 to the Contract Documents. Contract Modification No. 1 was approved on December 9, 2010, increasing the Contract Sum to \$12,747,640 for Change Orders 10 and 11. Contract Modification No. 2 was approved on March 10, 2011, increasing the Contract Sum to \$13,693,340 for Change Orders 12 through 14. Contract Modification No. 3 was approved on April 14, 2011, increasing the Contract Sum to \$13,922,140 for Change Order 15.

C. Additional Change Orders will increase the Contract Sum by more than ten percent of the original Contract Sum, requiring TJPA Board approval under the TJPA Procurement Policy.

Now, THEREFORE, the parties agree as follows:

Terms and Conditions

The Contract between the TJPA and the Contractor, executed by the parties on December 10, 2009, is modified as follows. For convenience of the parties, the modified Contract provisions are below, indicated with ~~strike through~~ for deleted words and double underline for added words:

ARTICLE 2 – CONTRACT TIME

2.02 The TJPA shall issue two Notices to Proceed ("NTP") to the Contractor for the performance of the Work: (1) NTP for pre-demolition and (2) NTP for demolition. The first NTP shall authorize

the Contractor to commence only pre-demolition Work necessary to develop a demolition plan and obtain all approvals from the TJPA or any other governmental agency necessary to perform all Work under this Agreement, as more specifically provided in Contract Document Section 01 01 01, all within 100 calendar days of the first NTP. The second NTP shall authorize the Contractor to conduct the demolition Work, all within ~~326~~ 386 calendar days of the second NTP. The Contractor shall commence Work within five days of the respective NTP and shall diligently prosecute the Work through Final Completion as provided in these Contract Documents.

The TJPA shall not issue the second Notice to Proceed until the following items have been completed:

- A. The Contractor shall complete all pre-demolition Work necessary to mobilize, develop a demolition plan and obtain all approvals from the TJPA or any other governmental agency necessary for all demolition Work under this Agreement within 100 calendar days.
- B. AC Transit and Greyhound shall vacate the existing Transbay Terminal and occupy the Temporary Terminal. The physical vacation from the existing Transbay Terminal by AC Transit and Greyhound, and any pre-requisites associated with such vacation (other than Contractor’s predemolition services), shall not be the responsibility of the Contractor.

2.03 Milestone No. 5 ~~326~~386 calendar days following second NTP. Final Completion.

ARTICLE 3 – CONTRACT SUM

3.01 Contract Sum.

- A. Contractor and the TJPA agree that, upon performance and fulfillment of the mutual covenants set forth herein, the TJPA will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to Contractor the following price(s), as indicated in the Schedule of Bid Prices (Section 00 04 10). Such price(s) shall include all Contractor direct and indirect costs and markup which include, but are not limited to

- 1. Lump sums for specified portions of the Work, including Change Orders.

\$13,067,140 ~~14,387,200~~
- 2. The total of all Unit Price Items bid, whether cost/lineal feet or cost/each. \$0
- 3. The allowance specified. \$325,000
- 4. Selected additive Alternate Bid Items \$530,000

Total awarded Contract amount, including Change Orders: ~~\$13,922,140~~ \$15,242,200.

The price(s) and amount set forth above shall be adjusted during performance or upon final completion of the Work in accordance with the Contract Documents.

The individuals executing this Contract Modification No. 4 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 Modification No. 4 on the day first mentioned above.

**TRANSBAY JOINT POWERS
AUTHORITY**

EVANS BROTHERS INC.

Maria Ayerdi-Kaplan
Executive Director

Authorized Signature

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

Printed Name

Title

Secretary, TJPA Board

Evans Brothers Inc.
Company Name

7589 Nations Drive
Address

Approved as to Form:

Livermore, CA 94550-8803
Authority, State, ZIP

TJPA Legal Counsel

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