

CALENDAR ITEM NO.: 7.2
FOR THE MEETING OF: August 31, 2006

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute Amendment No. 2 to the Agreement between the Transbay Joint Powers Authority and URS Corporation for Program Management/Program Control Professional Services (Agreement No. 04-03-PMPC-000) to modify any reference in the Agreement to the Transbay Joint Powers Authority representative from the Deputy Director/Chief Engineer or his/her designee to the Executive Director or his/her designee and to revise the Key Personnel provisions of the subject agreement.

SUMMARY:

Reference

The Transbay Joint Powers Authority (TJPA) representative reference change is necessary because of staff changes within the TJPA organization. In various locations, the Agreement refers to the TJPA Deputy Director/Chief Engineer or his/her designee for certain decisions. The language would be modified to change the reference to the Executive Director or his/her designee.

Key Personnel

Due the complexity of the Program, TJPA determines that it is necessary to add the Principal-In-Charge/Program Sponsor position and to revise Key Personnel assignments as follows:

- Principal-In-Charge/Program Sponsor – New position filled by Emilio Cruz.
- Program Manager – John Harmer will replace Emilio Cruz who vacated this position to become the Principal-In-Charge and Program Sponsor.
- Deputy Program Manager – Stephen Perreault will replace John Harmer who vacated this position to become Program Manager.
- Program/Project Controls Manager – New staff member James Coughlin will replace Stephen Perreault who vacated this position to become Deputy Program Manager.

Amendment No. 2 does not change the scope, price or deliverables under the PM/PC Agreement.

ENCLOSURES:

1. Resolution
2. Agreement

RECOMMENDATIONS:

Staff recommends that the Board of Directors authorize the Executive Director to execute Amendment No. 2 to the Professional Services Agreement with URS Corporation to revise the reference of the Deputy Director/Chief Engineer or his/her designee to Executive Director or his/her designee.

Staff also recommends that the Board of Directors authorize the Executive Director to execute Amendment No. 2 to the Professional Services Agreement with URS Corporation to revise the Key Personnel provision by adding the Principal-In-Charge/Program Sponsor position and approving Key Personnel replacements for the Program Manager, Deputy Program Manager, and Program/Project Controls Manager positions.

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, On November 2, 2004, the Transbay Joint Powers Authority Board of Directors unanimously resolved to authorize the Executive Director to execute a Program Management/Program Controls Professional Services Agreement with URS Corporation; and

WHEREAS, On November 12, 2004, the Executive Director executed an Agreement (Agreement No. 04-03-PMPC-000) with URS Corporation for Project Management/Project Controls professional services (the "PM/PC Agreement"); and

WHEREAS, As part of the PM/PC Agreement, URS Corporation agreed to assign specific key personnel to the Transbay Terminal project; and

WHEREAS, On December 19, 2005 the TJPA Board of Directors authorized the Executive Director to execute Amendment No. 1 to the Program Management/Program Controls Professional Services Agreement with URS Corporation, to modify the Agreement only to add the Deputy Program Manager Position and substitute other key personnel with no modification to any other material provision of such Agreement; and

WHEREAS, The TJPA Executive Director, working with URS Corporation, has determined that the efficient administration of the PM/PC Agreement requires additional substitution of certain personnel and their respective roles in the Project; and

WHEREAS, Such Key Personnel changes requires an Amendment to the PM/PC Agreement, but does not change the scope, price, or deliverables under the PM/PC Agreement; now, therefore be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute Amendment No. 2 to the Program Management/Program Controls Professional Services Agreement with URS Corporation, to modify the Agreement to replace any reference to the Deputy Director/Chief Engineer to the Executive Director, and modify the Key Personnel provision by adding the Principal-In-Charge/Program Sponsor position and substitute other key personnel with no modification to any other material provision of such Agreement.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of August 31, 2006.

Secretary, Transbay Joint Powers Authority

AGREEMENT
AMENDMENT NO. 02
BETWEEN
TRANSBAY JOINT POWERS AUTHORITY
AND
URS CORPORATION
FOR
PROGRAM MANAGEMENT/PROGRAM CONTROL
PROFESSIONAL SERVICES
(Agreement No. 04-03-PMPC-000)

TABLE OF CONTENTS

| SECTION | PAGE NO. |
|-------------------------------|-----------------|
| 1. Terms and Conditions | 1 |
| EXHIBITS | |
| A. Revisions to Key Personnel | 4 |

Agreement Amendment No. 02
Between
The Transbay Joint Powers Authority
and
URS Corporation
for
Program Management/Program Controls
Professional Services
(Agreement No. 04-03-PMPC-000)

THIS AMENDMENT for AGREEMENT is entered into as of the _____ day of _____ 2006 by and between the TRANSBAY JOINT POWERS AUTHORITY (“Authority”) and URS Corporation (the “Contractor”).

Recitals

A. Authority wishes the services of a consulting individual firm to provide program management, project management and program/project controls professional services for the Transbay Terminal Program (“Program”)

B. Contractor submitted a written Proposal in response to a Request for Proposals issued April 12, 2004, which was orally presented and rated highest by the Contractor selection committee.

C. Contractor represents and warrants that it is qualified to perform the services required by Authority as set forth under this Agreement.

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

E. On November 2, 2004, the Authority Board of Directors adopted Resolution No. 04-019, which authorized the Executive Director to execute the original Agreement for said services by Contractor.

F. On December 19, 2005, the TJPA Board of Directors authorized the Executive Director to execute Amendment No. 1 to modify the Agreement only to add the Deputy Program Manager Position and substitute other key personnel with no modification to any other material provision of such Agreement.

Now, THEREFORE, the parties agree as follows:

Terms and Conditions

The agreement between the Authority and the Contractor which was executed by the parties on November 12, 2004 is amended as follows:

1. In any instance where there is reference in the Agreement to the Authority “Deputy Director/Chief Engineer or his/her designee,” the reference shall be changed to read “Executive Director or his/her designee.”
2. The following attachments include amended terms and conditions:
 - Exhibit A provides amended language to substitute key personnel.
3. All other terms, covenants, and conditions in the original agreement shall remain in full force and effect and shall be applicable to this amendment.

The individuals executing this amendment 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. 02 on the day first mentioned above.

TRANSBAY JOINT POWERS AUTHORITY

Maria Ayerdi
Executive Director

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

Secretary, TJPA Board

Approved as to Form:

Dennis J. Herrera, City Attorney

By _____
Deputy City Attorney

URS Corporation

Contractor

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 383, the Authority's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

Authorized Signature

Printed Name

Title

URS Corporation

Company Name

100 California Street, Suite 500

Address

San Francisco, CA 94111

Authority, State, ZIP

(415) 777-0188

Phone Number

94-1716908

Federal Employer ID Number

Exhibit A

Revisions to Key Personnel

5. Services Contractor Agrees to Perform

b. Key Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of the Contractor.

The Contractor agrees to commit and assign John Harmer to manage this Program for the Contractor and to serve as the single official contact on behalf of the Contractor in all matters related to the Program for the duration of the Contract.

The Contractor's Principal-In-Charge/Project Sponsor and Program Manager must have his/her permanent office for this Program located within the San Francisco Bay Area for the entire assigned duration of the Contract. The Contractor further agrees that the following Key Personnel shall be committed and assigned to work on the Contract and shall also be staffed at the Contractor's local offices within the San Francisco Bay Area for the duration of the Contract:

1. Principal-In-Charge/Program Sponsor: Emilio Cruz,
2. Program Manager: John Harmer,
3. Deputy Program Manager: Stephen Perreault,
4. Project Manager, Transbay Terminal: Dennis Gillespie,
5. Project Manager, Caltrain Downtown Extension: Bradford Townsend,
6. Program/Project Controls Manager: James Coughlin, and
7. Program Coordinator: Joyce Oishi.

The Executive Director or his/her designee is the designated Authority employee to provide direction to all Key Personnel assigned to the Program.

Contractor shall advise Authority immediately any time one of the Key Personnel deviates from its committed role to the Program. Authority may in turn require Contractor to provide a remedy and/or corrective actions for such deviations.

If substitutions for any of the Key Personnel who are listed above are required, the Contractor shall propose a replacement in writing to Authority's Executive Director or his/her designee for approval. Substitutions will not be approved except for extenuating circumstances (e.g., illness or departure from company). If the performance of any person assigned to a Key Personnel position is determined to be unsatisfactory by the Authority, the Authority reserves the right to direct the Contractor to replace that person and/or take any other appropriate remedial action without prejudice to any of Authority's obligations under this Agreement.

The Contractor shall replace any Key Personnel departing from the Program or departing from his/her assigned role in the Program with an individual of comparable experience on a non-temporary basis within thirty (30) calendar days of the departure. Failure to replace Key Personnel shall be cause for the Authority to suspend invoice payments. Furthermore, the Contractor shall not be relieved of its obligation for full performance of the Scope of Services as a result of any unfilled position. The Contractor shall be held fully responsible for any inefficiencies, schedule delays or cost overruns resulting in whole or in part from any Key Personnel departing from the Program or departing from his/her assigned role in the Program before the end of the committed duration. Contractor shall bear any additional costs incurred in substituting personnel. Such costs include relocation expenses, expenses related to recruiting and hiring, training and

learning on the job, etc.

Contractor acknowledges that the Contractor selection was based, in part, on Contractor's proposed Key Personnel as submitted in the response to the Request for Proposals and as negotiated for this Contract. Therefore, Authority will not approve any requests for substitution of any Key Personnel within nine (9) months after the issuance of NTP, until it has investigated thoroughly and fully the causes and reasons for such requests and the Authority will not approve any substitution of Key Personnel within 9 months of the NTP unless the Key Personnel leaves the Contractor's employ, or is otherwise unable to perform his or her job duties due to death, disability, or extended leave of absence or the Contractor provides a satisfactory explanation for the requested substitution.