

CALENDAR ITEM NO.: 7.2
FOR THE MEETING OF: June 21, 2007

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute Amendment No. 1 in the amount of \$60,000.00 to the Agreement between the Transbay Joint Powers Authority and Carter & Burgess Inc. for Architectural and Engineering Design Services for the New Temporary Terminal Facilities Project (Agreement No. 06-05-ARCH-000) for additional services associated with geotechnical engineering and demolition scoping.

SUMMARY:

On November 17, 2006, the TJPA issued a request for proposals (RFP) for a consultant to provide design services for New Temporary Terminal Facilities. On December 15, 2006, the TJPA received seven proposals in response to the RFP. A selection committee consisting of technical experts reviewed the proposals, evaluated strengths and weaknesses and scored the proposals. Based on the selection committee's evaluation of the seven proposals, the TJPA conducted interviews with four of the teams. Following interviews, the selection committee again evaluated strengths and weaknesses of the interviewed teams and scored their performance during the interviews. Carter & Burgess, Inc. had the highest overall score. On April 19, 2007, TJPA Board awarded a contract to Carter & Burgess, Inc. for a maximum compensation of \$1,680,000.00 for basic design services for the New Temporary Terminal Facilities Project.

Geotechnical Engineering

The Agreement between the TJPA and Carter & Burgess, Inc. referenced geotechnical engineering as a part of additional services; however, additional services were not included as a part of basic design services. Available existing geotechnical data included locations in the vicinity of the Temporary Terminal project site but not directly within the project site location. After review of the existing geotechnical data available, Carter & Burgess requested geotechnical data directly within the project site in order to properly allow for the design of non-standard bus canopies and refinement of pavement design.

Demolition Scoping

The Agreement between the TJPA and Carter & Burgess, Inc. does not include demolition scoping. Originally, the demolition scoping for all Program facilities were designated as pre-design activities assigned to the Program Management/Program Controls ("PM/PC") consultant team, URS Corporation. The PM/PC recently identified the demolition scoping as a design activity and not as a pre-design activity. In order to resolve conflict of interest issues associated with design and programmatic scopes of work and also to better integrate design documents, the designer of record, Carter &

Burgess, Inc. should be assigned the demolition scoping for the New Temporary Terminal Facilities project.

Amendment No. 1 does change the scope, price or deliverables under the Agreement.

ENCLOSURES:

1. Resolution
2. Agreement

RECOMMENDATIONS:

Staff recommends that the Board of Directors authorize the Executive Director to execute Amendment No. 1 to the Design Services Agreement with Carter & Burgess, Inc. for the New Temporary Terminal Facilities project to augment the design scope of services Agreement with geotechnical engineering and demolition scoping.

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, On April 19, 2007, the Transbay Joint Powers Authority Board of Directors unanimously resolved to authorize the Executive Director to execute an Architectural and Engineering Design Services Agreement for New Temporary Terminal Facilities with Carter & Burgess, Inc.; and

WHEREAS, On April 19, 2007, the Executive Director executed an Agreement (Agreement No. 06-05-ARCH-000) with Carter & Burgess, Inc. for architectural and engineering design services for New Temporary Terminal Facilities (the "Agreement"); and

WHEREAS, As part of the Agreement, Carter & Burgess, Inc. agreed to perform basic design services for New Temporary Terminal Facilities project; and

WHEREAS, The TJPA Executive Director and TJPA Staff, working with Carter & Burgess, Inc., have determined that the successful completion of the Agreement requires additional design services associated with geotechnical engineering and demolition services scoping for the New Temporary Terminal Facilities Project; and

WHEREAS, Such additional design services requires an Amendment to the Agreement, and does change the scope, price and deliverables under the Agreement; now, therefore be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute Amendment No. 1 to the Architectural and Engineering Design Services Agreement with Carter & Burgess, Inc. for the New Temporary Terminal Facilities Project, to modify the Agreement to provide additional design services associated with geotechnical engineering and demolition scoping services for a maximum compensation of \$60,000.00.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of June 21, 2007.

Secretary, Transbay Joint Powers Authority

AGREEMENT
AMENDMENT NO. 01
BETWEEN
TRANSBAY JOINT POWERS AUTHORITY
AND
CARTER & BURGESS, INC.
TO FURNISH
ARCHITECTURAL AND ENGINEERING
DESIGN SERVICES
FOR
THE TRANSBAY TRANSIT CENTER PROGRAM
TEMPORARY TERMINAL PROJECT
(Agreement No. 06-05-ARCH-000)

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Agreement Amendment No. 01
Between
The Transbay Joint Powers Authority
and
Carter & Burgess, Inc.
To Furnish
Architectural and Engineering
Design Services
For
The Transbay Transit Center Program
Temporary Terminal Project
(Agreement No. 06-05-ARCH-000)

THIS AMENDMENT for AGREEMENT is entered into as of the _____ day of _____ 2007 by and between the TRANSBAY JOINT POWERS AUTHORITY (“TJPA”) and Carter & Burgess, Inc. (the “Architect”).

Recitals

- A. On November 17, 2006, the TJPA issued a Request for Proposals for Design Services for the Temporary Terminal (RFP).
- B. Architect submitted a written Proposal in response to a Request for Proposals issued November 17, 2006, which was orally presented and rated highest by a selection committee comprised of technical experts.
- C. Architect represents and warrants that it is qualified to perform the design services for the New Temporary Terminal Facilities Project required by TJPA as set forth under this Agreement.
- D. TJPA and Architect intend that this Agreement comply with the regulations of the Federal Transit Administration of the United States Department of Transportation (“FTA”).
- E. On April 19, 2007, the TJPA Board of Directors adopted Resolution No. 07-014, which authorized the Executive Director to execute the original Agreement for said design services by the Architect.

Now, THEREFORE, the parties agree as follows:

Terms and Conditions

The agreement between the TJPA and the Architect which was executed by the parties on April 19, 2007 is amended as follows:

1. Additional services associated with geotechnical engineering and demolition scoping services shall be included in “Basic Services” and shall be completed by the completion of the “Construction Documents” phase. Exhibit A provides amended scoping.
2. The Agreement maximum compensation shall be increased by \$60,000.00 from \$1,680,000.00 to \$1,740,000.00.
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. 01 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

Carter & Burgess, Inc.

Architect

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 TJPA'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

Carter & Burgess, Inc.

Company Name

300 Frank Ogawa Plaza, Suite 10

Address

Oakland, CA 94612

Authority, State, ZIP

(510) 457-0027

Phone Number

Federal Employer ID Number

Exhibit A

Revisions to Design Scope Services

1. Additional Services Architect Agrees to Perform

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

a. Geotechnical Engineering

The Consultant shall be responsible for providing geotechnical and pavement engineering services to explore subsurface site conditions, develop recommendations for foundation design of overhead bus canopies, and design alternative bus pavement systems. Geotechnical analysis, evaluation, recommendations and design coordination include the following task items for the Temporary Terminal Project: review available subsurface information and finalize a field exploration program; field exploration consisting of new test borings and sampling; laboratory testing to consist of but not be limited to moisture content and dry density determinations, unconfined compressive strength test, plasticity tests and sieve analysis; engineering analysis to develop geotechnical foundation and pavement design; and production of a geotechnical report to summarize information, design criteria and recommendations.

Deliverable(s):

- Geotechnical Report

b. Demolition Scoping

The Consultant shall be responsible to provide engineering services for the preparation of plans and specifications for the demolition of structures, pavement and utilities at the Temporary Terminal project site. Demolition scoping task shall include the preparation of draft and final demolition plans, specifications, and cost estimates. For the Temporary Terminal project site, a report shall be prepared on site conditions that will include an assessment of: demolition options, project constraints, access requirements, environmental conditions and permits that will be necessary to obtain to accomplish the demolition work. Scope shall include a review of the City and County of San Francisco permit rules and restrictions for demolition work.

Deliverable(s):

- Technical memorandum to summarize site conditions, permit requirements and demolition specifications
- Set of Specifications (draft and final)
- Demolition Drawing sheet(s)
- Cost Estimate (draft and final)