

**THIS STAFF REPORT COVERS CALENDAR ITEM NO.: 12
FOR THE MEETING OF: December 10, 2009**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute Amendment No. 1 to Agreement No. 08-01-CMTT-000 between the Transbay Joint Powers Authority and Townsend Management, Inc., for construction management services for the new Temporary Terminal facilities project ("Agreement"), adding \$86,200 to the Agreement for Basic Services and transferring \$113,000 of existing Additional Services funding to Basic Services.

EXPLANATION:

On April 17, 2008, the TJPA Board of Directors awarded a contract to Townsend Management, Inc. ("TMI"), with a maximum compensation of \$1,010,000 for construction management services for the new Temporary Terminal facilities project. Within this maximum compensation, \$822,000 was authorized for Basic Services, and the remaining amount of \$188,000 was reserved for Additional Services. To date, \$75,000 of the Additional Services budget has been authorized for geotechnical testing, soil compaction testing, and laboratory testing, with \$113,000 remaining. The Basic Services amount, expected to last through November 2009 according to the original construction schedule, has been fully spent as of the November 2009 invoice.

Amendment Number 1

Amendment No. 1 authorizes the addition of \$86,200 to the Agreement compensation of \$1,010,000 specified in Agreement Section 5, Compensation, making the new Agreement compensation value \$1,096,200. Additionally, Amendment No. 1 reallocates the \$113,000 remaining in Additional Services within the original Agreement to Basic Services. Under Amendment No. 1, the revised Agreement funding is \$1,021,200 for Basic Services and \$75,000 for Additional Services.

Amendment No. 1 includes the costs to address unforeseen conditions discovered during construction that extended the contract scope and schedule. These items include the exposure and removal of existing concrete footings; utility conflicts on Main Street, Howard Street, and Folsom Street; and the repair and re-routing of existing utilities prior to tie-in. The schedule has also been extended to accommodate the deferral of a demolition contract notice to proceed until the TJPA is notified about ARRA HSIPR stimulus funds.

Additionally, included in this Amendment No. 1 are the construction management services required for the construction of the proposed Essex Street transit lane. This transit lane, to be constructed by the construction contractor, widens a portion of Essex Street between Harrison Street and the San Francisco-Oakland Bay Bridge to allow a

bus-only lane to facilitate transit bus access onto the Bay Bridge. The Essex Street transit lane is considered essential to the effective movement of buses from the Temporary Terminal onto the Bay Bridge. This does not change the contractual scope of services for TMI. The contractor will still be providing the same construction management services envisioned in the original Agreement; however, the transit lane is additional construction scope for TMI to manage.

ENCLOSURES:

1. Resolution
2. Amendment No. 1

RECOMMENDATIONS:

Staff recommends that the Board of Directors authorize the Executive Director to execute Amendment No. 1 to the Agreement with Townsend Management, Inc., for the new Temporary Terminal facilities project to add funding and reallocate existing Additional Services funding to Basic Services.

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, On April 17, 2008, the Transbay Joint Powers Authority (TJPA) Board of Directors unanimously resolved to authorize the Executive Director to execute a Professional Services Agreement (Agreement) for new 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 TMI, have determined that additional funding as well as a reallocation of Additional Services funding to Basic Services funding under the Agreement are both required to address unforeseen conditions during construction and additional construction management professional services for the Project; and

WHEREAS, Such additional compensation and reallocation of existing Additional Services funding to Basic Services funding requires an amendment to the Agreement and changes the price 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 Agreement with TMI for the Project, to add \$86,200 in compensation to the Agreement and reallocate \$113,000 in existing Additional Services funding to Basic Services. Under this Amendment No. 1, Basic Services funding shall be \$1,021,200, and Additional Services funding shall be \$75,000 for a total Agreement compensation value of \$1,096,200.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of December 10, 2009.

Secretary, Transbay Joint Powers Authority

Amendment No. 01
Professional Services Agreement between
the Transbay Joint Powers Authority and Townsend Management, Inc.

THIS Amendment No. 1 to the professional services agreement to furnish construction management services dated April 17, 2008, ("Agreement") is entered into as of the ____ day of _____ 2009, 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. Contractor represents and warrants that it is qualified to perform the construction management professional services for the new Temporary Terminal facilities project required by the TJPA as set forth under this Agreement.

D. 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").

E. 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.

Now, THEREFORE, the parties agree as follows:

Terms and Conditions

The agreement between the TJPA and the Contractor, which was executed by the parties on April 17, 2008, is amended as follows:

1. The agreement maximum compensation shall be increased by \$86,200 from \$1,010,000 to \$1,096,200.
2. The Scope of Services shall include construction management professional services for the construction contractor's widening of a portion of Essex Street between Harrison Street and the San Francisco-Oakland Bay Bridge to include a new transit lane.

3. The amount of \$113,000 in Additional Services funding shall be reallocated to Basic Services. 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

94-338-1432
Tax Identification Number

PROFESSIONAL SERVICES AGREEMENT

APPENDIX "B"

FEEES

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 \$1,021,200. The total amount for 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 \$1,096,200 (\$1,021,200 + \$75,000).