

THIS STAFF REPORTS COVERS CALENDAR ITEM NO.: 7.2
FOR THE MEETING OF: December 9, 2010

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute Contract Modification No. 2 to Agreement No. 08-07-CONTT-000 (Agreement) between the Transbay Joint Powers Authority and McGuire and Hester for additional construction services required as part of the Temporary Terminal Project, for an additional compensation of \$378,700 and for a total Contract Sum of \$20,521,677.18.

SUMMARY:

On October 1, 2008, in response to a public advertisement, the TJPA received and publicly opened five bid proposals for Contract No. 08-07-CONTT-000, Temporary Terminal Project, which is part of the Transbay Transit Center Program. TJPA determined that McGuire and Hester of Oakland, California was the responsible bidder submitting the lowest responsive bid, with a bid amount of \$18,065,500. On October 17, 2008, the TJPA Board awarded a contract to McGuire and Hester in an amount not to exceed \$18,065,500. On July 15, 2010, the TJPA Board approved Contract Modification No. 1, increasing the Contract Sum by \$320,320 for various change orders.

Change Orders To Date:

There have been 31 change orders issued to date totaling \$2,077,477. Of this amount, 48 percent is attributable to the construction of the new Essex Street transit lane which was not part of the original scope of work, but was later requested by San Francisco Department of Parking and Traffic (SF DPT) and AC Transit to facilitate bus access onto the Bay Bridge. Other change orders have been necessary for unforeseen or differing site conditions, additional hazardous soil offhaul, updated code or permit requirements, furnishing pay stations for AC Transit, and extended period of time for site security. The current total contract amount is \$20,142,977.18.

Temporary Terminal construction is funded by RM-2 allocation 09365113. Significant savings have been achieved in the scope of this allocation, and TJPA has already returned \$750,000 of the original \$23,500,000 grant to MTC through a rescission process. Staff expects that even with change orders, there will be additional savings in this allocation following closeout of Temporary Terminal construction, which can be returned to MTC and re-allocated in a future grant.

Contract Modification Number 2

Contract Modification No. 2 increases the Contract Sum in order for additional change orders to be executed. These change orders include the following items:

- Main Street Sidewalk Repair (C.O. #32): \$ 54,350
 - Background: The existing sidewalk on the west side of Main Street between Howard and Mission Streets was in poor condition with widespread cracking and uplifting over the years due to roots from adjacent trees. This sidewalk serves as a

major pedestrian thoroughfare for passengers using the Temporary Terminal. As the fronting property owner, the TJPA is responsible for the condition of this sidewalk and as such decided to replace a 2,320 sf. area of this sidewalk in order to provide a safe pedestrian route.

- Selective Acceleration (C.O. #33): \$ 175,000
 - Background: As part of the Phase 1 condition, half of AC Transit operations are located on Main Street with no canopy protection. In an effort to expedite completion of Phase 2 construction and provide canopies for all passengers, the TJPA wishes to selectively accelerate critical pieces of construction. This change order allows selective acceleration on a case by case basis in order to achieve substantial completion of Phase 2 by December 11, 2010.

- Provide Additional Benches and Armrests (C.O. #34): \$27,450
 - Background: During operations of Phase 1 of the Temporary Terminal, the TJPA has received passenger feedback requesting additional benches for waiting passengers. The TJPA has reviewed the site with AC Transit staff and determined that an additional five new benches could be accommodated in Phase 2 to address passenger requests.

- Replace Rock Mulch (C.O. #35): \$ 8,700
 - Background: Prior to opening Phase 1 of the Temporary Terminal a glass window at the Greyhound Building was broken by vandals using the stone mulch material used at selected landscaping areas. To avoid future problems this material was replaced with decomposed granite.

- Security Improvements for Security Building Doors (C.O. #36): \$ 2,300
 - Background: The Security Building doors as originally designed utilized open grate metal door panels similar to those used at San Francisco Park and Recreation Facilities. In an effort to address security concerns, solid panels were installed over the open grate doors.

- AC Transit Driveway to Lot P (C.O. #37): \$ 2,600
 - Background: Prior to beginning Temporary Terminal operations, the TJPA was requested to make improvements to an adjacent lot at the corner of Fremont and Folsom Streets (Lot P) to serve as a bus staging lot for AC Transit. The contractor secured an over-wide driveway permit, removed sections of fencing and installed a temporary access ramp with drainage to enable bus staging operations at this site while AC Transit engineered a permanent solution.

- Phase 2 Storm Drain Trap and Vent (C.O. #38): \$ 2,100
 - Background: During inspection of an existing 12” sewer line connection the SF Department of Building Inspection representative required that a P-trap be added to the existing sewer line prior to approval.

- Essex Street Transit Lane Modifications (C.O. #39): \$ 113, 800
 - Background: Following completion of the Essex Street transit lane work, Caltrans staff requested additional guardrail sections be added to the project. In addition, the contractor encountered numerous buried obstructions during progress of the work that required additional labor.

- Phase 2, Sequence 1 Buried Obstructions (C.O. #40): \$37,500
 - Background: During construction of Phase 2 numerous buried obstructions were encountered which required additional labor and equipment to remove in order to install utilities and foundations.

- Main Street and Howard Street Striping Credit (C.O. #41): (\$9,400)
 - Background: During scheduling of the Phase 1 striping work, San Francisco Department of Parking and Traffic requested that the Phase 1 striping configuration be deleted and agreed to install the final Phase 2 striping.

- Howard Street Island Credit (C.O. #42): (\$13,200)
 - Background: During scheduling of the Phase 1 work, San Francisco Municipal Transportation Agency (SFMTA) reconfigured their trolley bus service on Howard Street and requested that the passenger loading island on Howard Street be deleted from the scope of work.

- ASI #4 Drainage Credit (C.O. #43): (\$22,500)
 - Background: Architect Supplemental Instruction (ASI) #4 modified the drainage systems to eliminate the need for three new manhole connections to the existing San Francisco sewer mains by routing pipe on site and utilizing the capacity of other laterals.

Total: \$378,700

RECOMMENDATION:

Staff recommends that the Board of Directors authorize the Executive Director to execute Contract Modification No. 2 to the Agreement with McGuire and Hester for the Temporary Terminal Project to incorporate construction revisions required as part of the Temporary Terminal Project for an additional compensation of \$378,700, for a total Contract Sum of \$20,521,677.18.

ENCLOSURES:

1. Resolution
2. Amendment

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, On October 17, 2008, the Transbay Joint Powers Authority (TJPA) Board of Directors unanimously resolved to award a public work contract to McGuire and Hester for the construction of the Temporary Terminal; and

WHEREAS, On October 17, 2008, the Executive Director executed Contract No. 08-07-CONTT-000 with McGuire and Hester to construct the Temporary Terminal (Contract); and

WHEREAS, The TJPA, working with the Temporary Terminal construction manager Townsend Management, Inc. and McGuire and Hester, has determined that the successful completion of the Contract requires additional construction services to provide associated improved safety, comfort and accessibility, improvements for AC Transit bus staging lot, modifications due to buried obstructions, modifications to existing sewer line, modifications to the Essex Street transit lane, and additional costs due to selective construction acceleration; 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. 2 to the Contract with McGuire and Hester for the Temporary Terminal Project, to modify the Contract to provide additional construction services required as part of the Temporary Terminal Project for a maximum additional compensation of \$378,700, for a total Contract Sum of \$20,521,677.18.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of December 9, 2010.

Secretary, Transbay Joint Powers Authority

Contract Modification No. 02
Between
The Transbay Joint Powers Authority
and
McGuire and Hester
To Furnish
Construction Services
For
The Transbay Transit Center Program
Temporary Terminal Project
(Agreement No. 08-07-CONTT-000)

THIS CONTRACT MODIFICATION to the AGREEMENT is entered into as of the _____ day of _____ 2010 by and between the TRANSBAY JOINT POWERS AUTHORITY (“TJPA”) and McGuire and Hester (the “Contractor”).

Recitals

A. On October 17, 2008, the TJPA Board of Directors authorized the Executive Director to execute the original Agreement with McGuire and Hester for said construction services in an amount not to exceed \$18,065,500.

B. Prior to this Amendment, the TJPA has authorized Change Orders 1 through 31 to the Agreement, increasing the Contract Sum by \$2,077,477.

C. Additional Change Orders, considered in the aggregate with prior 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 October 17, 2008, is amended as follows. For convenience of the parties, the modified Contract provisions are below, indicated with ~~strikethrough~~ for deleted words and underline for added words:

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.
2. The total of all Unit Price Items bid, whether cost/lineal feet or cost/each.
3. The allowance specified.
4. Selected additive Alternate Bid Items

Total awarded Contract amount: ~~\$20,142,977~~ \$20,521,677.18.

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 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. 2 on the day first mentioned above.

**TRANSBAY JOINT POWERS
AUTHORITY**

MCGUIRE and HESTER

Maria Ayerdi-Kaplan
Executive Director

Authorized Signature

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

Printed Name

Title

Secretary, TJPA Board

McGuire and Hester
Company Name

Approved as to Form:

9009 Railroad Avenue
Address

Dennis J. Herrera, City Attorney

Oakland, CA 94603
Authority, State, ZIP

By _____
Deputy City Attorney

(510) 632-7676
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