

STAFF REPORT FOR CALENDAR ITEM NO.: 7.3
FOR THE MEETING OF: March 10, 2011

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Approving Amendment #1 to the Intergovernmental Reimbursement Agreement (Agreement) between the Transbay Joint Powers Authority (TJPA) and the City and County of San Francisco Public Utilities Commission (SFPUC) to provide construction engineering, inspection, and management services related to the relocation of certain existing City-owned water supply facilities, and installation of certain water service connections (Construction Services).

The cost for the Construction Services shall not exceed \$375,000, for an aggregate amount of all services under the Agreement not to exceed \$600,000, and for a term not to exceed eight (8) years from the Effective Date of the Agreement.

REPORT:

The TJPA plans to relocate certain existing City-owned water supply, wastewater, and streetlight infrastructure (Public Utility Relocation) in the area surrounding the former Transbay Terminal to facilitate construction of the Transit Center Project. Under the Agreement, approved by the TJPA Board of Directors on April 9, 2009, SFPUC is providing professional engineering, design analysis, and review services related to the Public Utility Relocation for an amount not to exceed \$225,000 and for a term of five (5) years from the Effective Date of the Agreement, which is September 14, 2009.

As part of the Public Utility Relocation, the TJPA also requires certain construction engineering, inspection, and management services. Relocation of water facilities will also require installation of water service connections and provision of materials, as necessary, to complete these installations. These additional services are referred to as "Construction Services."

SFPUC-CDD submitted a proposal to provide the Construction Services for an amount not to exceed \$375,000. Staff has negotiated Amendment #1 to the Agreement that extends the term of the Agreement for three (3) additional years, for a total of eight (8) years from the Effective Date of the Agreement, and SFPUC has signed the proposed amendment.

RECOMMENDATION:

Staff recommends that the Board authorize the Executive Director to execute Amendment #1 to the Agreement in the form attached to this report.

ATTACHMENTS:

1. Resolution
2. Agreement
3. Amendment #1 to the Agreement

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, The Transbay Joint Powers Authority (TJPA) requires the relocation of certain existing City-owned water supply, wastewater, and streetlight facilities (Public Utility Relocation) in the area surrounding the former Transbay Terminal; and

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) is responsible for reviewing improvement plans for the City-owned water supply, wastewater, and streetlight facilities; and

WHEREAS, On April 9, 2009, the TJPA and SFPUC entered into an Intergovernmental Agreement (Agreement) for professional engineering, design analysis, and review services for the Public Utility Relocation for an amount not to exceed \$225,000 and for a term not to exceed three (3) years; and

WHEREAS, As part of the Public Utility Relocation, the TJPA also requires certain construction engineering, inspection, and management services for the relocation of existing water supply facilities, which will also require the installation of water service connections and provision of materials, as necessary, to complete these installations (Construction Services); and

WHEREAS, The SFPUC submitted a proposal to provide the Construction Services for an amount not to exceed \$375,000; and

WHEREAS, Staff has reviewed the SFPUC's proposal and negotiated Amendment #1 to the Agreement; and

WHEREAS, Staff recommends that the Board approve the Amendment #1 to the Agreement; now, therefore, be it

RESOLVED, That the TJPA Board authorizes the Executive Director to execute Amendment #1 to the Agreement with SFPUC, authorizing SFPUC to provide the Construction Services for an amount not to exceed \$375,000, for an aggregate amount of all services under the Agreement not to exceed \$600,000, and for a term not to exceed eight (8) years from the Effective Date of the Agreement.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of March 10, 2011.

Secretary, Transbay Joint Powers Authority

**AMENDMENT #1 TO INTERGOVERNMENTAL
REIMBURSEMENT AGREEMENT**

between

TRANSBAY JOINT POWERS AUTHORITY

and

SAN FRANCISCO PUBLIC UTILITIES COMMISSION

for

Design Review Services

for the

Transbay Transit Center Program

This Amendment #1 to the Intergovernmental Agreement, IGA-09-010-PUC, is entered into as of the _____ of March, 2011, by and between the Transbay Joint Powers Authority (“TJPA”), a joint powers authority, and the City and County of San Francisco Public Utilities Commission (“SFPUC”) (each individually a “Party” and, collectively, the “Parties”).

RECITALS

THIS Amendment #1 is entered into with reference to the following facts and circumstances:

- A. The TJPA plans to relocate certain existing City-owned water supply, wastewater, and streetlight infrastructure (“Public Utility Relocation”) to facilitate construction of the Transit Center Project.
- B. On April 9, 2009, the Parties entered into that certain Intergovernmental Reimbursement Agreement (IGA-09-010-PUC) (“Agreement”), which established the terms and conditions by which SFPUC would provide certain professional engineering, design analysis, and review services related to the Public Utility Relocation. Under the Agreement, the aggregate amount of TJPA’s payments to SFPUC to provide the services shall not exceed \$225,000, and the term shall not exceed five (5) years.
- C. As part of the Public Utility Relocation, the TJPA also requires certain construction engineering, inspection, and management services for the relocation of City-owned water supply facilities, and installation of water service connections and provision of materials, as necessary, to complete these installations (“Construction Services”). SFPUC - City Distribution Division submitted a proposal to provide the Construction Services for an amount not to exceed \$375,000.
- D. Section 9 of the Agreement provides that the Parties may amend or modify the agreement by written agreement of both Parties.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT #1 TO AGREEMENT

1. All capitalized terms set forth herein shall have the meaning as set forth in the Agreement, except for those terms that are expressly defined herein.
2. Section 2 of the Agreement, “Term of Agreement and Termination,” provides that the term shall be five (5) years from the Effective Date, unless earlier terminated. Section 2 is hereby amended to increase the term of the Agreement by three (3) additional years, for a total term of eight (8) years from the Effective Date of the Agreement, unless earlier terminated. The Effective Date of the Agreement is September 14, 2009.
3. Section 3.2 of the Agreement, “Aggregate Amount of Contract,” provides that the aggregate amount of payments from TJPA to SFPUC to provide the services shall not exceed \$225,000. Section 3.2 is hereby amended to provide that the aggregate amount of payments from TJPA to SFPUC to provide the services under the Agreement, based on the increased scope described in this Amendment #1, shall not exceed \$600,000.
4. Exhibit A to the Agreement, “Scope of Services and Budget,” sets forth the services to be performed by SFPUC under the Agreement and the maximum amounts TJPA may compensate SFPUC to provide such services. This Amendment #1 adds Section A3 to describe the Construction Services SFPUC will provide to the TJPA for an amount not to exceed \$375,000. Exhibit A to the Agreement is hereby replaced in its entirety by the attached Exhibit A-Revised.
5. Exhibit C to the Agreement, “SFPUC Hourly Rates (FY 08/09),” sets forth the hourly rates for SFPUC to provide services. As described in Exhibit C, the hourly rates may be adjusted annually. Exhibit C-Revised, attached hereto, describes SFPUC’s hourly rates for FY 10/11.
6. Except for the provisions set forth in this Amendment #1, all other provisions of the Agreement remain unchanged and in full force and effect.

(Signature Block on Following Page)

IN WITNESS WHEREOF, the PARTIES hereto have caused this Amendment to be executed on the date(s) indicated by their respective officers duly authorized on their behalf.

TRANSBAY JOINT POWERS AUTHORITY

DATED: _____, 2011 By: _____
Maria Ayerdi-Kaplan, Executive Director

Resolution No. Adopted: _____, 2011 By: _____
Attested by: Nila Gonzales, Secretary

**SAN FRANCISCO
PUBLIC UTILITIES COMMISSION**

DATED: _____, 2011 By: _____
Ed Harrington, General Manager

APPROVED AS TO FORM FOR TJPA

DATED: _____, 2011 By: _____
Deborah L. Miller,
Shute, Mihaly & Weinberger LLP

APPROVED AS TO FORM FOR SFPUC

DATED: _____, 2011 BY: _____
Noreen Ambrose, Deputy City Attorney

Exhibit A-Revised

Scope of Services and Budget

A.1 Review Hydraulic Analysis – Transit Center Project

The SFPUC will assist the TJPA and its consultants to perform hydraulic analyses using existing CDD hydraulic models to minimize the temporary relocation work and to optimize the permanent water distribution system to accommodate the Program. CDD will review and approve the final hydraulic analysis for the temporary and permanent water system relocations.

Not to Exceed Budget for this Task: \$15,000

A.2 Review Contract Documents – Transit Center Project

The SFPUC will assist the TJPA and its consultants to set the design criteria for temporary and permanent water distribution system, wastewater and streetlight relocations. The SFPUC will provide the TJPA and its consultants standard plans and sample contracts, as applicable. The SFPUC will review and approve contract documents prepared by the TJPA and its consultants and provide input on cost estimates.

Not to Exceed Budget for this Task: \$60,000

A.3 Provide Construction Services – Transit Center Project

The SFPUC will provide selective construction engineering, inspection, and management services for the relocation of City-owned domestic and auxiliary water supply system (AWSS) facilities. The SFPUC will install domestic water service connections and provide water main and lateral materials, as necessary, to complete the installation.

Not to Exceed Budget for this Task: \$375,000

B.1 Review Hydraulic Analysis – Downtown Extension Project

CDD will assist the TJPA and its consultants to perform hydraulic analyses using existing CDD hydraulic models to minimize the temporary relocation work and to optimize the permanent water distribution system to accommodate the Program. The CDD will review and approve the final hydraulic analysis for the temporary and permanent water system relocations.

Not to Exceed Budget for this Task: \$25,000

B.2 Review Wastewater Analysis – Downtown Extension Project

WWE will attend meetings and provide project review for the proposed realignment of the Fourth, Fifth and Sixth street sewers crossing Townsend Street. This is work separate and distinct from the sewer system project review that will be provided by the Department of Public Works Bureau of Engineering.

Not to Exceed Budget for this Task: \$50,000

B.3 Review Contract Documents – Downtown Extension Project

The SFPUC will assist the TJPA and its consultants to set the design criteria for temporary and permanent water distribution system, wastewater and streetlight relocations. The SFPUC will provide the TJPA and its consultants standard plans and sample contracts, as applicable. The SFPUC will review and approve contract documents prepared by the TJPA and its consultants and provide input on cost estimates.

Not to Exceed Budget for this Task: \$75,000

EXHIBIT C-Revised

SFPUC Hourly Rates (FY 10/11)

SFPUC Rules and Regulations Governing Water Service to Customers specify that SFPUC will provide services at costs. The hourly rates provided below are for Fiscal Year 2010/2011.

SFPUC Hourly Rates (FY 10/11)

SFPUC Hourly Rates:

Class 5201, Junior Engineer	\$67.03
Class 5203, Assistant Engineer	\$75.69
Class 5207, Associate Engineer	\$88.11
Class 5241, Engineer	\$101.98
Class 5211, Senior Engineer	\$118.06
Class 5212, Principal Engineer	\$136.94
Class 5362, Civil Engineer Assistant	\$56.48
Class 5364, Civil Engineer Associate I	\$62.61
Class 7373, Senior Stationary Engineer	\$76.04
Class 5130, Superintendent	\$111.34
Class 5620, Regulatory Specialists (LID)	\$79.91
Class 5602, Utility Specialists (LID)	\$95.40
Class 6318 Construction Inspector	\$44.54

Note: The hourly rates shown include overhead (CDD 1.75 multiplier) and will be adjusted annually based on the City's contract obligations.