

**STAFF REPORT FOR CALENDAR ITEM NO.: 9
FOR THE MEETING OF: March 10, 2011**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute Contract Modification No. 2 to Agreement No. 08-08-DM-000 (the "Agreement") between the Transbay Joint Powers Authority and Evans Brothers Inc. (EBI), for additional construction services required as part of the Existing Terminal Building & Ramps Demolition increasing the Contract Sum by \$945,700, for a total Contact Sum of \$13,693,340, and increasing the Contract Duration by 28 calendar days, for a total Contract Duration of 326 days.

SUMMARY:

Award of Contract:

On September 24, 2009, in response to a public advertisement, the TJPA received and publicly opened seven bid proposals for the Agreement, which is part of the Transbay Transit Center Program. The TJPA determined that EBI, of Livermore, California, was the responsible bidder submitting the lowest responsive bid, with a total bid amount of \$10,502,400. On October 8, 2009, the TJPA Board of Directors awarded a contract to EBI in the amount of \$10,502,400. The awarded amount was 1.5% under the Engineer's Estimate.

Change Orders To Date:

To date, the TJPA has issued eleven contract change orders (CCOs) under the Agreement, increasing the Contract Sum by \$2,245,240 and the Contract Duration by eight days. These CCOs addressed the following necessary additional construction services: hazardous material abatement (differing site conditions), salvage of historical and operational items requested by outside agencies such as Caltrans and AC Transit, removal of underground obstructions and debris, performance of out-of-sequence work for closing of the existing terminal, relocation of public street lights, and below-grade demolition to facilitate work at the Temporary Terminal. CCOs 1 through 9 were approved by the Executive Director. CCOs 10 and 11 were authorized following the Board's approval of Contract Modification No. 1 on December 9, 2010.

Contract Modification No. 2:

Contract Modification No. 2 increases the Contract Sum by \$945,700 total and would extend the Contract Duration by 28 calendar days, in order for additional change orders to be executed. These contract change orders (CCOs) include the following:

- **CCO 12 – Overhead Contact System (OCS) Modifications, Hazardous Material Abatement and Traffic Controls**

- San Francisco Municipal Transportation Agency (MTA) staff and construction management oversight staffing field recommendations included removal and relocation of existing Muni traffic signal guy wire and OCS lines on Howard Street between Beale and Main Streets to facilitate demolition of underground footings in the temporary terminal phase 2 work areas. The demolition of existing ramp columns and deep foundations required that the contractor excavate under the public sidewalk and adjacent to Howard Street. The depths of the excavation required the use of specific shoring materials and installation methods. An OCS guy wire for MTA bus line 5 conflicted with the shoring installation equipment and required relocation. Original demolition scope did not include the relocation of the guy wire. The contractor shall incur additional costs as a result of this unforeseen condition.

Subtotal: \$12,500

- The contractor removed OCS lines at the Crescent and Hump area out of sequence for the groundbreaking ceremony on August 11, 2010, due to security requirements. The contractor mobilized OCS and traffic subcontractors during nights and weekends prior to full mobilization to accelerate removal of the OCS lines from the Hump and First Street areas.

Subtotal: \$25,500

- The contractor abated, handled and disposed of unforeseen asbestos containing material (ACM) located in the central Terminal. While performing soft demolition in the Terminal, the contractor encountered asbestos containing material including floor tile, transite flue piping and mastic. Environmental consultants to the TJPA could not identify and classify these unforeseen materials until partial demolition of the building had been completed to expose the ACM. TJPA had not been notified of the presence of the ACM by Caltrans.

Subtotal: \$30,200

- Demolition of the First Street overcrossing necessitated relocation of a traffic signal mast arm. The existing traffic signal mast arm impeded demolition of the overcrossing due to its proximity. The overcrossing could not be demolished without damaging the existing traffic signal mast arm and disrupting traffic signaling. The San Francisco Department of Parking and Traffic (DPT) was notified of the conflict. Subsequently, DPT requested that the contractor remove the mast arm prior to demolition of the overcrossing. Field recommendations by DPT based upon safety and operations concerns resulted in the relocation of traffic control elements.

Subtotal: \$2,500

CCO 12 Total: \$70,700

- **CCO 13 – Salvage for Art Sculpture**

As part of the TJPA’s art program, the artist Tim Hawkinson intends to create a sculpture by reusing large concrete pieces from the demolished Transbay Terminal and Bus Ramps. Salvaging the concrete pieces as selected by the artist in the manner necessary to protect the pieces was not included in the demolition contract original scope and therefore results in increased costs to the contractor. The cost accounts for additional labor, hoisting and rigging, and special equipment use. The inclusion of this item in the total for Contract Modification No. 2 is contingent upon the approval of the artist’s proposal in a separate Board agenda item in the March 10, 2011 meeting.

CCO 13 Total: \$160,000

- **CCO 14 – Removal and Disposal of Asbestos Containing Material (ACM)**

During the abatement and demolition of the bus level of the existing terminal, the TJPA’s environmental consultant staff observed that the passenger loading areas were coated with a pedestrian traffic topping that contained asbestos material set in mastic. TJPA had not been notified of the presence of the ACM by Caltrans. TJPA issued EBI a CCO (CCO 11) to address abatement of the topping slab from the bus level. Before identifying this ACM, EBI had been demolishing topping material and stockpiling it with other concrete rubble. Environmental specialty consultants and Program staff recommended the ACM remain covered and left undisturbed until abatement of the topping slab at the bus level was completed.

Under CCO 14, EBI shall separate the topping slab material from the stockpiled concrete and properly handle, transport, and dispose of the ACM offsite. A time impact evaluation prepared by the contractor and validated by the TJPA, Program Management Program Controls and Construction Management Oversight staffing demonstrates the fair and reasonable addition of 28 calendars to the total contract duration.

CCO 14 Total: \$715,000

Contract Modification 2 Total: \$945,700

RECOMMENDATION:

Staff recommends that the TJPA Board of Directors authorize the Executive Director to execute Contract Modification No. 2 to the Agreement with Evans Brothers Inc., for the Existing Terminal & Ramps Demolition, to incorporate construction revisions required as part of the demolition work and to increase the contract amount by \$945,700, for a total Contract Sum of \$13,693,340, and to extend the contract time by 28 calendar days, for a total Contract Duration of 326 calendar days.

ENCLOSURES:

1. Resolution
2. Contract Modification No. 2

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, On October 8, 2009, the Transbay Joint Powers Authority Board of Directors unanimously resolved to award a public work contract to Evans Brothers Inc. for the Existing Terminal & Ramps Demolition; and

WHEREAS, On December 10, 2009, the Executive Director executed Agreement No. 08-08-DM-000 with Evans Brothers Inc. for the Existing Terminal & Ramps Demolition (the "Contract"); and

WHEREAS, On December 9, 2010, the TJPA Board of Directors approved Contract Modification No. 1 to the Contract, increasing the Contract Sum to \$12,747,640; and

WHEREAS, The TJPA has determined that the successful completion of the Program requires additional demolition services to modify Overhead Contact System Lines, abate additional hazardous material, modify traffic controls, dispose of asbestos-containing materials, and reimburse the contractor for permitting fees in the public right of way; and

WHEREAS, The TJPA Board will evaluate during the March 10, 2011 Board meeting the development and design of a sculpture by artist Tim Hawkinson which requires additional salvage services for the recovery of selected materials from the demolition of the existing Transbay Terminal and Bus Ramp Structures; 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 to increase the Contract Sum by \$945,700, for a total Contract Sum of \$13,693,340 and to increase the Contract Duration by 28 calendar days, for a total Contract Duration of 326 calendar days.

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

Contract Modification No. 02
Between
The Transbay Joint Powers Authority
and
Evans Brothers Inc.
To Furnish
Construction Services
For
The Existing Terminal & Ramps Demolition
(Agreement No. 08-08-DM-000)

THIS CONTRACT MODIFICATION to the AGREEMENT is entered into as of the _____ day of _____ 2011 by and between the TRANSBAY JOINT POWERS AUTHORITY ("TJPA") and Evans Brothers Inc. (the "Contractor").

Recitals

A. On October 8, 2009, the TJPA Board of Directors authorized the Executive Director to execute the original Agreement with Evans Brothers Inc., for demolition services in an amount not to exceed \$10,502,400.

B. On January 4, 2010, the TJPA issued Notice To Proceed ("NTP") for pre-demolition services. On August 9, 2010, the TJPA issued NTP for demolition. Prior to this Contract Modification, the TJPA authorized Change Orders 1 through 11 to the Contract Documents. Contract Modification No. 1 was approved on December 9, 2010, increasing the Contract Sum to \$12,747,640 for Change Orders 10 and 11.

C. Additional 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 December 10, 2009, is modified as follows. For convenience of the parties, the modified Contract provisions are below, indicated with ~~strickethrough~~ for deleted words and double underline for added words:

ARTICLE 2 – CONTRACT TIME

2.02 The TJPA shall issue two Notices to Proceed ("NTP") to the Contractor for the performance of the Work: (1) NTP for pre-demolition and (2) NTP for demolition. The first NTP shall authorize the Contractor to commence only pre-demolition Work necessary to develop a demolition plan and obtain all approvals from the TJPA or any other governmental agency necessary to perform all Work under this Agreement, as more specifically provided in Contract Document Section 01 01 01, all within 100 calendar days of the first NTP. The second NTP shall authorize the Contractor to conduct the demolition Work, all within ~~290~~ 326 calendar days of the second NTP.

The Contractor shall commence Work within five days of the respective NTP and shall diligently prosecute the Work through Final Completion as provided in these Contract Documents.

The TJPA shall not issue the second Notice to Proceed until the following items have been completed:

- A. The Contractor shall complete all pre-demolition Work necessary to mobilize, develop a demolition plan and obtain all approvals from the TJPA or any other governmental agency necessary for all demolition Work under this Agreement within 100 calendar days.
- B. AC Transit and Greyhound shall vacate the existing Transbay Terminal and occupy the Temporary Terminal. The physical vacation from the existing Transbay Terminal by AC Transit and Greyhound, and any pre-requisites associated with such vacation (other than Contractor's predemolition services), shall not be the responsibility of the Contractor.

2.03 Milestone No. 5 ~~290~~326 calendar days following second NTP. Final Completion.

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, including Change Orders.

~~\$11,892,640~~ 12,838,340

- 2. The total of all Unit Price Items bid, whether cost/lineal feet or cost/each. \$0
- 3. The allowance specified. \$325,000
- 4. Selected additive Alternate Bid Items \$530,000

Total awarded Contract amount, including Change Orders: ~~\$12,747,640~~ \$13,693,340.

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 No. 2 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**

Maria Ayerdi-Kaplan
Executive Director

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

Secretary, TIPA Board

Approved as to Form:

Dennis J. Herrera, City Attorney

By _____
Deputy City Attorney

EVANS BROTHERS INC.

Authorized Signature

Printed Name

Title

Evans Brothers Inc.
Company Name

7589 Nations Drive
Address

Livermore, CA 94550-8803
Authority, State, ZIP

(925) 443-0225
Phone Number

Federal Employer ID Number