

**STAFF REPORT FOR CALENDAR ITEM NO.: 10
FOR THE MEETING OF: September 8, 2011**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Approving Amendment #2 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 install valves associated with the auxiliary water supply system (AWSS) facilities on Mission Street, and procure/provide the materials necessary to complete the installations (AWSS Valve Services).

The cost for the AWSS Valve Services shall not exceed \$550,000, for an aggregate not-to-exceed amount for all services under the Agreement of \$1,150,000, 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.

On March 10, 2011, the TJPA and SFPUC entered into Amendment #1 to the Agreement for the provision of 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. Under the Agreement as first amended, the aggregate amount of TJPA's payments to SFPUC to provide the services shall not exceed \$600,000, and the term shall not exceed eight (8) years from the Effective Date of the Agreement.

As part of the Public Utility Relocation, the TJPA also requires certain equipment installation, inspection, and management services for the relocation of AWSS facilities. Relocation of AWSS facilities will require installation of motorized gate valves and actuators and the provision of materials by the SFPUC. These additional services are referred to as "AWSS Valve Services."

SFPUC-City Distribution Division submitted a proposal to provide the AWSS Valve Services for an amount not to exceed \$550,000. Staff has negotiated Amendment #2 to the Agreement, and SFPUC has signed the proposed amendment.

RECOMMENDATION:

Staff recommends that the Board authorize the Executive Director to execute Amendment #2 to the Agreement in the form attached to this report.

ATTACHMENTS:

1. Resolution
2. Amendment #2

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, The Transbay Joint Powers Authority (TJPA) requires the relocation of certain existing City-owned auxiliary water supply system (AWSS), 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 AWSS, 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 five (5) years; and

WHEREAS, On March 10, 2011, the TJPA and SFPUC entered into Amendment #1 to the Agreement for 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 for an aggregate amount of all services under the Agreement as first amended not to exceed \$600,000 and for a term not to exceed eight (8) years from the Effective Date of the Agreement; and

WHEREAS, As part of the Public Utility Relocation, the TJPA also requires certain construction engineering, inspection, and management services for the relocation of AWSS facilities, which will require installation of motorized gate valves and actuators and the provision of materials by the SFPUC, as necessary, to complete these installations (AWSS Valve Services); and

WHEREAS, The SFPUC submitted a proposal to provide the AWSS Valve Services for an amount not to exceed \$550,000; and

WHEREAS, Staff has reviewed the SFPUC's proposal and negotiated Amendment #2 to the Agreement; and

WHEREAS, Staff recommends that the Board approve Amendment #2 to the Agreement; now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute Amendment #2 to the Agreement with SFPUC, authorizing SFPUC to provide the AWSS Valve Services for an amount not to exceed \$550,000, for an aggregate amount of all services under the Agreement not to exceed \$1,150,000, 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 September 8, 2011.

Secretary, Transbay Joint Powers Authority

**AMENDMENT #2 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 #2 to the Intergovernmental Agreement, IGA-09-010-PUC, is entered into as of the _____ of September 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 #2 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. On March 10, 2011, the Parties entered into that certain Amendment #1 to the Agreement. Under the Agreement as first amended, the aggregate amount of TJPA’s payments to SFPUC to provide the services shall not exceed \$600,000, and the term shall not exceed eight (8) years.
- C. As part of the Public Utility Relocation, the TJPA also requires installation of certain valves associated with the auxiliary water supply system (AWSS) facilities on Mission Street, and procurement/provision of materials necessary to complete these installations (AWSS Valve Services). SFPUC City Distribution Division (CDD) submitted a proposal to provide the AWSS Valve Services for an amount not to exceed \$550,000.
- 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 #2 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 3.2 of the Agreement as first amended, “Aggregate Amount of Contract,” provides that the aggregate amount of payments from TJPA to SFPUC to provide the services under the Agreement as first amended shall not exceed \$600,000. 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 #2, shall not exceed \$1,150,000.

3. Exhibit A-Revised to the Agreement, “Scope of Services and Budget,” sets forth the services to be performed by SFPUC under the Agreement as first amended, and the maximum amounts TJPA may compensate SFPUC to provide such services. This Amendment #2 adds Section A.4 to describe the AWSS Valve Services SFPUC will provide to the TJPA for an amount not to exceed \$550,000. Exhibit A-Revised to the Agreement is hereby replaced in its entirety by the attached Exhibit A-Second Revised.

4. Except for the provisions set forth in this Amendment #2, all other provisions of the Agreement as first amended remain unchanged and in full force and effect.

(Signature Block on Following Page)

IN WITNESS WHEREOF, the PARTIES hereto have caused this Amendment #2 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-Second 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

A.4 Provide AWSS Valve Services – Transit Center Project

The SFPUC will install valves associated with the auxiliary water supply system (AWSS) facilities on Mission Street, and procure/provide the materials necessary to complete the installations.

Not to Exceed Budget for this Task: \$550,000

B.1 Review Hydraulic Analysis – Downtown Rail 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 Rail 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 Rail 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