

THIS PRINT COVERS CALENDAR ITEM NO.: 10.6

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Approving the Second Amendment to Agreement between the City and County of San Francisco and Architectural Resources Group, Inc. for Historic Resource Evaluation for Transit Shelters, to extend the Agreement by three and a half months to August 6, 2015, to increase the contract amount by \$6,760, for a total contract amount of \$19,150, and to adjust the payment schedule.

SUMMARY:

- On October 15, 2014, the SFMTA entered into an agreement with Architectural Resources Group, Inc. (ARG) in the amount of \$12,390 for a historic resource evaluation of eight transit shelters; the original term of the Agreement ended on March 18, 2015.
- On March 10, 2015, the Director of Transportation executed the First Amendment to Agreement, extending the term to April 22, 2015.
- The work has taken more time than anticipated because of the difficulty of locating resource material and extra review required by the San Francisco Planning Department.
- The payment schedule will also be adjusted to provide for two payments instead of one.

ENCLOSURES:

1. SFMTAB Resolution
2. Second Amendment to Agreement with ARG

APPROVALS:

DATE

DIRECTOR _____ 4/14/15

SECRETARY _____ 4/14/15

ASSIGNED SFMTAB CALENDAR DATE: April 21, 2015

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PURPOSE

Approving the Second Amendment to Agreement between the City and County of San Francisco and Architectural Resources Group, Inc. for Historic Resource Evaluation for Transit Shelters to extend the Agreement by three and a half months to August 6, 2015, to increase the contract amount by \$6,760, for a total contract amount of \$19,150, and to adjust the payment schedule.

GOAL

This item will meet the following goals and objectives of the SFMTA Strategic Plan:

Goal 2: Make transit, walking, bicycling, taxi, ride-sharing and carsharing the preferred means of travel

Objective 2.1: Improve customer service and communications

DESCRIPTION

Following a Request for Proposals process in 2014, the SFMTA entered into an agreement with ARG in the amount of \$12,390 for a historic resource evaluation of eight transit shelters to determine whether they have historic significance (Agreement). Some of the shelters appear to be approximately 100 years old, having been built at about the time of the construction of the original Muni rail lines. The locations are as follows:

1. 21st & Chattanooga Streets (Southwest)
2. Duboce & Noe Streets (Northwest)
3. Junipero Serra Boulevard & Ocean Avenue (Northwest)
4. Laguna Honda (e/s) @ Forest Hill (Northeast)
5. Parnassus Avenue & Langly Porter Street (South)
6. Potrero Avenue & 23rd Street (East)
7. Quintara Street & 14th Avenue (Northwest)
8. Sunnydale Avenue & Santos Street (Southeast)

The SFMTA may wish to replace one or more of these shelters with the red wave shelter that is standard throughout the City in order to provide a shelter that can be more easily maintained, and that has lighting, seating and transit information. ARG was chosen from a list of pre-qualified firms compiled by the San Francisco Planning Department.

The term of the Agreement originally was from October 15, 2014 to March 18, 2015. The First Amendment to the Agreement, executed by the Director of Transportation on March 10, 2015, extended it to April 22, 2015. The work has taken more time than anticipated due primarily to the difficulty of locating resource material. Also, the San Francisco Planning Department is requiring another layer of review. The SFMTA proposes to extend the Agreement for an additional three and a half months and add \$6,760 to ARG's fee in order to enable the

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completion of this historic resource evaluation. This amendment requires Board approval since it includes a time extension of more than 25% of the original term of the Agreement.

The contract originally called for one lump sum payment after all tasks have been completed. Because the term will be extended, the contract will be amended to provide for two payments, one for work performed to date and the remainder after all tasks have been completed.

PUBLIC OUTREACH

Not applicable.

ALTERNATIVES CONSIDERED

If the SFMTA is unable to amend this Agreement, it would have to start a new process with a new contractor or terminate this work.

FUNDING IMPACT

The additional \$6,760 in fees will come from the operating budget.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The City Attorney has reviewed this report.

ENVIRONMENTAL REVIEW

The work under this contract is statutorily exempt under CEQA Guidelines Section 15262 and Public Resource Code Section 21102 (feasibility or planning study for a future action that has not been adopted, approved or funded).

RECOMMENDATION

The recommendation is to approve the Second Amendment to Agreement between the City and County of San Francisco and Architectural Resources Group, Inc. for Historic Resource Evaluation for Transit Shelters, to extend the Agreement by three and a half months to August 6, 2015, to increase the contract amount by \$6,760, for a total contract amount of \$19,150, and to adjust the payment schedule.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency (the "SFMTA") has entered into an agreement with Architectural Resources Group, Inc. (ARG) in the amount of \$12,390 for a historic resource evaluation for eight transit shelters that may have historic significance; and

WHEREAS, The work under this contract is statutorily exempt under CEQA Guidelines Section 15262 and Public Resource Code Section 21102 as a feasibility or planning study for a future action that has not been adopted, approved or funded; and

WHEREAS, This agreement was originally for a term from October 15, 2014 to March 18, 2015 and was extended to April 22, 2015; and

WHEREAS, The work has taken more time than anticipated due primarily to the difficulty of locating resource material and a requirement of more layers of review than expected from the San Francisco Planning Department; and

WHEREAS, The SFMTA would like to extend the agreement for an additional three and a half months and add \$6,760 to ARG's fee in order to enable the completion of this historic resource evaluation; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves the Second Amendment to an Agreement between the City and County of San Francisco and Architectural Resources Group, Inc. for Historic Resource Evaluation for Transit Shelters, to extend the Agreement by three and a half months to August 6, 2015, to increase the contract amount by \$6,760, for a total contract amount of \$19,150, and to adjust the payment schedule.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of April 21, 2015.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

Enclosure 2

Second Amendment to Agreement with Architectural Resources Group, Inc.

**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave. 7th floor
San Francisco, California 94103**

Second Amendment to Agreement

Contract No. SFMTA-2014-49

THIS AMENDMENT (this “Amendment”) is made as of ___ day of April, 2015, in San Francisco, California, by and between **Architectural Resources Group, Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Municipal Transportation Agency (“SFMTA”).

RECITALS

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the duration of the contract.

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term “Agreement” shall mean the Agreement dated October 15, 2014 between Contractor and City, as amended by the First Amendment dated March 10, 2015.

1b. Contract Monitoring Division. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

1c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is modified as follows:

2a. Section 2 (Term of the Agreement) of the Agreement is amended in its entirety to read as follows:

Subject to Section 1, the term of this Agreement shall be from October 15, 2014 to August 6, 2015.

2b. Section 5 (Compensation) of the Agreement is amended in its entirety to read as follows:

5. Compensation. Compensation shall be made in two lump sum payments. One payment in the amount of \$12,390 shall be made after receipt of an invoice from Contractor for all work satisfactorily completed through April 30, 2015. The final payment in the amount of \$6,760 shall be made after satisfactory completion of all remaining tasks, as determined by the SFMTA's Director of Transportation or his designee, in his or her sole discretion. In no event shall the total amount of this Agreement exceed Nineteen Thousand One Hundred Fifty Dollars (\$19,150). No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by SFMTA as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the SFMTA, the Director of CMD and Contractor of the omission. If Contractor's failure to provide CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after April 23, 2015.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

<p>CITY</p> <p>San Francisco</p> <p>Municipal Transportation Agency</p> <hr/> <p>Edward D. Reiskin Director of Transportation</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:</p> <hr/> <p>Robin M. Reitzes Deputy City Attorney</p> <p>AUTHORIZED BY:</p> <p>MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____</p> <p>Roberta Boomer, Secretary SFMTA Board of Directors</p>	<p>CONTRACTOR</p> <p>Architectural Resources Group, Inc.</p> <hr/> <p>Naomi O. Miroglio, AIA Principal</p> <p>City vendor number: 02325</p>
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