

CONTRACT FOR CENTRAL SUBWAY

FINAL DESIGN PACKAGE # 2

MOSCONE, UNION SQUARE & CHINATOWN STATIONS

THIRD AMENDMENT



**Third Amendment to Agreement between the City and County of San Francisco
and
the Central Subway Design Group
for Architectural and Engineering Services
for the Final Design and Construction of the
the San Francisco Municipal Transportation Agency
Central Subway Project
(Third Street Light Rail Project, Phase 2)**

**Contract No. CS-155-2
Design Package #2**

The City and County of San Francisco ("City"), by and through its Municipal Transportation Agency ("SFMTA") and the Central Subway Design Group ("Consultant" or "Designer"), agree to amend Contract CS-155-2 ("the Agreement") to provide for Additional Work, as described in this Third Amendment to the Agreement.

I. CONSTRUCTION OF THIRD AMENDMENT

- A. Except as expressly stated in this Third Amendment, the Consultant is responsible for performing all Work described in this Third Amendment.
- B. Except as specifically provided in this Third Amendment, all other terms and conditions of the Agreement remain unchanged. No provision of this Third Amendment shall amend any agreement or contract other than the "Agreement between the City and County of San Francisco and the Central Subway Design Group for Architectural and Engineering Services for the Final Design and Construction of the San Francisco Municipal Transportation Agency Central Subway Project" (Third Street Light Rail Project, Phase 2), SFMTA Contract No. CS-155-2. This Third Amendment is dated for convenience as November 4, 2016.
- C. Consultant hereby acknowledges and agrees that the amounts agreed for the Additional Work described in this Third Amendment shall constitute full accord and satisfaction of all actual and prospective costs incurred in connection with Consultant's performance of said Additional Work, without limitation. Consultant releases SFMTA from all claims for which full accord and satisfaction is hereby made by payment of the compensation described below. If this modification involves the granting of an extension of time, with or without cost, Consultant hereby releases SFMTA from all claims and costs associated with such extension of time. Such costs may include, but are not limited to, costs for labor, materials, equipment, and disruption, lost productivity, escalation, delay, extended overhead, administration and extended performance time.
- D. In signing this Third Amendment, the signatories certify that each is authorized to execute this Third Amendment and thereby bind the party he or she represents.

II. ADDITIONAL DESIGN SERVICES DURING CONSTRUCTION

A. Exhibit A Scope of Services, Task 16 is amended to add a , "Task 16.RSCG" a new section:

1. Task 16.RSCG Retrieval Shaft Compensation Grouting Design

Services

As part of the effort to support the Cutter Soil Mix Walls at the TBM Retrieval Shaft and to address the potential for excessive settlement of building structures on adjacent properties, this task will provide mitigation on impacts to the properties with (a) instrumentation and monitoring of ground settlement and building movement and (b) design and implementation of a subvertical compensation grouting system to protect and restore the ground support of buildings adjacent to the TBM Retrieval Shaft.

Deliverables

1. Design and preparation of a Compensation Grouting Work Plan, which shall include working drawings, calculations and a description of the drilling and grouting methods to be used to protect and restore the ground support of the three adjacent buildings.
2. Represent the design team during ground preconditioning activities to observe the grout operations and to make recommendations to the Contractor and Subcontractor as appropriate.
3. Review the Contractor and Subcontractor's site work and grouting records, and prepare a summary of results based on data provided by the construction contractor. Review daily readings of the settlement monitoring data and evaluate the effects of the ground movement on the adjacent buildings.
4. Represent the design team during the grouting activities when the trigger level is reached, to observe the grout operations, and make recommendations to the Contractor and Subcontractor as appropriate.

Task Leader

Sangmin Kim

Assumptions and Exceptions

1. Record drawings will be available to the designer.
2. The designer assumes no liability for the costs related to the actual quantities for the compensation grout pipes, grout volumes and the crew days.

B. Compensation for Additional Work:

City shall pay Consultant One Hundred Thirty-Two Thousand Sixty-Nine Dollars (\$132,069) lumpsum in full satisfaction and accord for the Additional Work described in this Third Amendment.

III. ADJUSTMENT OF CONTRACT AMOUNT

The Contract Amount is increased \$132,069 as compensation for the performance of the Additional Work described in this Third Amendment, as follows:

1. Section 13.3.1 ("Total Amount") of the Agreement is replaced in its entirety as follows:

13.3.1 The Total Amount of compensation under this Agreement for all Work performed by Consultant, shall not exceed **Forty-One Million Five Hundred Seventy-Six Thousand Six Hundred Seventy Dollars (41,576,670)**, of which Thirty-Seven Million Twenty-Two Thousand Seven Hundred Thirty-Four Dollars (\$37,022,734) is for Basic Services, and Four Million Five Hundred Fifty-Three Thousand Nine Hundred Thirty-Six Dollars (\$4,553,936) is for Optional Services. The Total Amount of compensation shall be adjusted annually based on overhead audits performed pursuant to Section 13.11 by each respective consultant of the overhead rate (which shall include the costs of procuring and maintaining the project specific insurance rider or practice rider by KHA and MWA as identified in Section 15.5). This adjustment shall be made through by amendment of the Agreement. The Fixed Fee is not tied to Consultant's overhead rates and shall not increase or decrease based on overhead audit findings.




2. Summary of Third Amendment:

Total Amount of this Third Amendment:	\$ 132,069.00
Previous Total Contract Amount:	\$ 41,444,601.00
New Revised Total Contract Amount:	\$ 41,576,670.00

Total Contract Time added by this Contract Modification:	None
Previous Task Order Completion Date:	April 2020
New Revised Task Order Completion Date:	April 2020

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In Witness Whereof, the parties have executed this Modification in quadruplicate in San Francisco, California as of this _____ day of _____, 2016.

CITY	CONSULTANT
<p>Approved:</p> <p>By:  _____ Edward D. Reiskin Director of Transportation SFMTA</p> <p>Dated: <u>11-17-16</u></p>	<p>Approved:</p> <p>By:  _____ John Fisher Principal Central Subway Design Group</p> <p>Dated: <u>11/11/16</u></p>
<p>Approved as to form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:  _____ Robert K. Stone Deputy City Attorney</p> <p>Dated: <u>11-14-2016</u></p>	