

CONTRACT FOR CENTRAL SUBWAY
FINAL DESIGN PACKAGE # 3
SURFACE, TRACK, AND SYSTEMS,
QUALITY CONTROL AND DESIGN INTEGRATION
FIFTH AMENDMENT



**Fifth Amendment to Agreement between the City and County of San Francisco
and
HNTB B&C JV
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-155-3
Design Package #3**

WHEREAS, The City and County of San Francisco ("City"), by and through its Municipal Transportation Agency ("SFMTA") and HNTB-B&C JV ("Consultant" or "Designer"), a joint venture between HNTB Corporation and B&C Transit, Inc., entered into Contract CS-155-3 ("the Agreement") for the final design of Surface, Track and Systems for the SFMTA's Central Subway Project; and

WHEREAS, As provided in Section 8.2 of the Agreement, Consultant requested that the Agreement be modified to describe and include and provide additional compensation for certain Additional Work (identified herein) that was not described as part of the original Scope of Work of the Agreement; and

WHEREAS, for system safety, compatibility, and consistency in system operations, additional services are required to complete the design of the Blue Light Telephone system in the Sunset Tunnel to be identical and compatible to the rest of the Muni Metro system currently being designed by the Consultant, and

The Consultant and SFMTA subsequently negotiated this Fifth Amendment to the Agreement; ("Fifth Amendment");

NOW THEREFORE, the Consultant and the SFMTA agree to modify the Agreement, as set out below:

A. CONSTRUCTION OF FIFTH AMENDMENT

1. Where Additional Work or additional terms to the Agreement are set out in existing text, the new or added text is indicated by underlining text, and deleted text is lined-through. Where a new section is added in its entirety, the text so indicates.
2. Unless otherwise specifically stated, the Consultant is the party responsible for performing the Work described in this Fifth Amendment.
3. The amounts stated in this Fifth Amendment as compensation for the Additional Work described herein is full compensation for said Additional Work, payment of which by

City to Consultant shall be an accord and satisfaction of any and all obligations by City to Consultant for said Additional Work.

4. Except as specifically provided in this Fifth Amendment, all other terms and conditions of the Agreement remain unchanged. No provision of this Fifth Amendment shall amend any agreement or contract other than the "Agreement between the City and County of San Francisco and HNTB-B&C JV for Architectural and Engineering Services for the Final Design and Construction of the San Francisco Municipal Transportation Agency Central Subway Project" (Fourth Street Light Rail Project, Phase 2), SFMTA Contract No. CS-155-3. This Fifth Amendment is dated for convenience as March 5, 2013.
5. Consultant hereby acknowledges and agrees that the amounts agreed for the Additional Work described in this Fifth Amendment shall be in full accord and satisfaction of all current 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, as set forth above. 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.
6. In signing this Fifth Amendment, the signatories certify that each is authorized to execute this Fifth Amendment and thereby bind the party he or she represents.

B. Additional design services for the C3 Integrated Systems Replacement Contract

Appendix A, Part B is amended as follows:

Consultant shall perform the following services for the Integrated Systems Replacement (ISR), Blue Light Telephone Replacement Contract for issuance of contract addenda to bidders:

1. Site survey of Sunset Tunnel and Carl Traction Power Substation
2. Interface and coordinate with Contract 1270: Sunset Trackway Refurbishment Project
3. Design Blue Light Telephone electrical and communications systems for Sunset Tunnel.
4. Design structural attachments and wall penetrations for conduit, wireway, and Blue Light Telephones in tunnels, and on structures and retaining wall
5. Issue the revised drawings and spec pages as supplemental submittals and with final package
6. Provide construction scheduling support and cost estimating for the additional work.
7. Provide additional construction and bid support for the additional areas of design

1. Task B12.01 Civil

Services:

- a. Issue new and revised drawings and specifications

Deliverables:

| <u>Subtask</u> | <u>Deliverables</u> | <u>When Due</u> |
|----------------|-----------------------------|---------------------|
| B12.01 | Drawings and specifications | Pre-Final and Final |

2. Task B12.04 Structural

Services:

- a. Design structural attachments and wall penetrations for conduit, wireway, and Blue Light Telephones in tunnels, and on structures and retaining walls
- b. Issue new and revised drawings and specifications as a supplemental submittal and final package

Deliverables:

| <u>Subtask</u> | <u>Deliverables</u> | <u>When Due</u> |
|----------------|-----------------------------|---------------------|
| B12.04 | Drawings and specifications | Pre-Final and Final |

3. Task B12.12 Electrical

Services:

- a. Issue new and revised drawings and specifications

Deliverables:

| <u>Subtask</u> | <u>Deliverables</u> | <u>When Due</u> |
|----------------|-----------------------------|---------------------|
| B12.12 | Drawings and specifications | Pre-Final and Final |

4. Task B12.13 Systems

Services:

- a. Issue new and revised drawings and specifications

Deliverables:

| <u>Subtask</u> | <u>Deliverables</u> | <u>When Due</u> |
|----------------|-----------------------------|---------------------|
| B12.13 | Drawings and specifications | Pre-Final and Final |

4. Task B13.20 Construction Schedule

Services:

- a. Issue updated construction schedule

Deliverables:

| <u>Subtask</u> | <u>Deliverables</u> | <u>When Due</u> |
|----------------|-----------------------|-----------------|
| B13.20 | Construction Schedule | Final |

5. Task B15.10 Bid Support

Services:

- a. As-Needed Bid Support including cost estimating

Deliverables:

| <u>Subtask</u> | <u>Deliverables</u> | <u>When Due</u> |
|----------------|---------------------|----------------------|
| B15.10 | Bid Support | As directed by SFMTA |

Additional Compensation:

City shall pay Consultant One hundred eighty thousand, nine hundred fifty-one dollars (\$180,951) in full satisfaction and accord for the Additional Work described in this Section B of this Fifth Amendment.

C. PREVIOUSLY EXERCISED OPTIONS AND AMENDMENTS ISSUED

By letters (referenced in the following table), the SFMTA has exercised Options under the Contract, which have increased the Base Amount of the Contract Sum and decreased the remaining value of Option Work by the equivalent amount. The SFMTA's exercise of options and the Consultant's performance of the Optional Work has not increased the Contract Sum, Contract Time, or Project schedule. SFMTA has also issued four previous contract Amendments. The following table summarizes the Options exercised and Amendments issued:

Executed Contract Options and Amendments:

| Option Exercised Or Contract Amendment | Letter No. | Base Amount | Base Fee | Total Options or Mod | Total Base Contract | Option Amount | Option Fee | Total Option Exercise | Total Optional Contract |
|--|-------------|--------------|-------------|----------------------|---------------------|---------------|------------|-----------------------|-------------------------|
| | | \$22,558,394 | \$2,366,458 | | \$24,924,852 | \$6,652,093 | \$717,374 | | \$7,369,467 |
| Task B2.93f | C3 B0001 | \$31,002 | \$3,410 | \$34,412 | \$24,959,264 | (\$31,002) | (\$3,410) | (\$34,412) | \$7,335,055 |
| Task B12.05 | C3 B0002 | \$346,484 | \$38,113 | \$384,597 | \$25,343,861 | (\$346,484) | (\$38,113) | (\$384,597) | \$6,950,458 |
| Tasks A-9.2, 12.05, 12.12E, 12.13F | #0933 | \$665,574 | \$73,213 | \$738,787 | \$26,082,649 | (\$665,574) | (\$73,213) | (\$738,787) | \$6,211,670 |
| Tasks A12.01, 12.02, 12.07, 12.11 | #1213 | \$209,819 | \$23,080 | \$232,899 | \$26,315,548 | (\$209,819) | (\$23,080) | (\$232,899) | \$5,978,771 |
| Amend 1 | | \$140,082 | \$12,800 | \$152,882 | \$26,468,430 | | | | \$5,978,771 |
| Tasks A2.50, A12.12E | #1381 | \$49,290 | \$5,422 | \$54,712 | \$26,523,142 | (\$49,290) | (\$5,422) | (\$54,712) | \$5,924,059 |
| Amend 2 | | \$34,657 | \$3,723 | \$38,380 | \$26,561,522 | | | | \$5,924,059 |
| Amend 3 | | \$274,460 | \$30,191 | \$304,651 | \$26,866,172 | | | | \$5,924,059 |
| Task 12.02, 12.12 | #1630 | \$145,686 | \$16,026 | \$161,712 | \$27,027,884 | (\$145,686) | (\$16,026) | (\$161,712) | \$5,762,347 |
| Task 12.11, 12.12E | #1658 | \$182,990 | \$20,129 | \$203,119 | \$27,231,003 | (\$182,990) | (\$20,129) | (\$203,119) | \$5,559,228 |
| Tasks 12.11, 12.12, 12.13, 9.2 | #1688 | \$99,287 | \$10,922 | \$110,209 | \$27,341,212 | (\$99,287) | (\$10,922) | (\$110,209) | \$5,449,020 |
| Amend 4 | | \$299,801 | \$32,978 | \$332,779 | \$27,673,991 | | | | |
| Subtotal | | \$25,037,526 | \$2,636,464 | \$2,749,139 | \$27,673,991 | \$4,921,960 | \$527,059 | (\$1,920,447) | \$5,449,020 |

Previous Contract
Total \$33,123,011

| | | | | | | | | | |
|---------------------|--|--------------|-------------|-------------|--------------|-------------|-----------|---------------|-------------|
| Amend 5 | | \$163,019 | \$17,932 | \$180,951 | | | | | |
| Total w/ Amend 5 | | \$25,200,545 | \$2,654,396 | \$2,930,090 | \$27,854,942 | \$4,921,960 | \$527,059 | (\$1,920,447) | \$5,449,020 |

New Contract
Total \$33,303,962

D. ADJUSTMENT OF CONTRACT AMOUNT

1. Section 13.3.1 ("Total Amount") of the Agreement is modified as follows:

13.3.1 The total amount of compensation under this Agreement for all Work performed by Consultant, shall not exceed ~~Twenty Seven Million, Six Hundred Seventy Three Thousand Nine Hundred Ninety one Dollars (\$27,673,994)~~ **Twenty Seven Million, Eight Hundred Fifty-Four Thousand, Nine Hundred Forty-Two Dollars (\$27,854,942) for Basic Services** and an additional **Five Million, Four Hundred Forty-Nine Thousand, Twenty Dollars (\$5,449,020) for Optional Services.**

2. Section 13.4.1 ("Fixed Fee") of the Agreement is modified as follows:

13.4.1 For all of the Consultant's Basic Services, which are all services provided by Consultant except for those tasks and work specifically identified as Additional Work, the Agency shall pay the Consultant a Fixed Fee, which is Consultant's profit for performing the Basic Services under this Agreement. The Fixed Fee shall not exceed a sum total of ~~Two Million, Six Hundred Thirty Six Thousand, Four Hundred Sixty Four Dollars (\$2,636,464)~~ **Two Million, Six Hundred Fifty-Four Thousand, Three Hundred Ninety-Six Dollars (\$2,654,396) for Basic Services** and an additional **Five Hundred Twenty-Seven Thousand, Fifty-Nine Dollars (\$527,059) for Optional Services.** The Fixed Fee, which is profit, is included in the Total Price set forth above. The SFMTA will pay Consultant the Fixed Fee proportionate to the completion of the design.

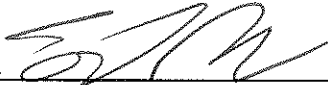


3. Summary of Fifth Amendment:

| | | |
|---------------------------------------|-----------|--------------|
| Total Amount of this Fifth Amendment: | Increase: | \$180,951 |
| Previous Total Contract Amount: | | \$33,123,011 |
| New Revised Total Contract Amount: | | \$33,303,962 |

| | |
|--|------------|
| 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 24th day of April, 2013.

| CITY | CONSULTANT |
|--|---|
| <p>Approved:</p> <p>By:  Edward D. Reiskin Director of Transportation SFMTA</p> <p>Dated: <u>4.24.13</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>4-18-13</u></p> | <p>Approved:</p> <p>By:  Chris Peters HNTB Corporation HNTB-B&C JV</p> <p>Dated: <u>4/17/2013</u></p> |