

# CONTRACT FOR CENTRAL SUBWAY

## FINAL DESIGN PACKAGE # 3

### SURFACE, TRACK, AND SYSTEMS, QUALITY CONTROL AND DESIGN INTEGRATION

## FOURTH AMENDMENT



**Fourth 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 part of the original Scope of Work of the Agreement; and

WHEREAS, Consultant and SFMTA subsequently negotiated this Fourth Amendment to the Agreement; ("Fourth Amendment");

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

**A. CONSTRUCTION OF FOURTH 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 Fourth Amendment.
3. The amounts stated in this Fourth 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 Fourth Amendment, all other terms and conditions of the Agreement remain unchanged. No provision of this Fourth

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 Fourth Amendment is dated for convenience as May 10, 2012.

5. Consultant hereby acknowledges and agrees that the amounts agreed for the Additional Work described in this Fourth 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 Fourth Amendment, the signatories certify that each is authorized to execute this Fourth Amendment and thereby bind the party he or she represents.

**B. Additional Design Work for incorporation of approved ECP FD-034**

Appendix A, Part A is amended as follows:

**1. Task 12.01 Civil Plans**

Services:

Extend the limits of the Central Subway construction to include replacement of two existing track switches and switch machines on King Street north of 4<sup>th</sup> Street. Detail new turnout SP-8 and revise pre-final alignment sheets and alignment plan and data sheets accordingly.

Deliverables:

<u>Subtask</u>	<u>Deliverables</u>	<u>When Due</u>
12.01	Updated Alignment Plan and Data Sheet	100%
12.01	Updated Plan and Profile Sheet	100%
12.01	New Detail Sheet for turnout SP-8	100%

**2. Task 12.13 Systems**

Services:

Update design criteria Section 18, specifically 18.4.2.1 to revise language: *Track switch operators shall be series T3 600v dc solenoid driven as manufactured by Irwin Transportation Products (IMPulse NC, Inc) to a performance based requirement for hydraulically operated, 120 V switch machines, such as Nortrak or approved equal.*

Revise pre-final train control plans, specifications and indication circuits for Nortak-style switch machines.

Deliverables:

<u>Subtask</u>	<u>Deliverables</u>	<u>When Due</u>
<u>12.13</u>	<u>Updated Design Criteria Section 18</u>	<u>100%</u>
<u>12.13</u>	<u>Updated Train Control Plans and Specifications</u>	<u>100%</u>

City shall pay Consultant Twenty-Six Thousand and Twenty Six Dollars (\$26,026) in full satisfaction and accord for the Additional Work described in this Section B of this Fourth Amendment.

**C. 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) Contract for issuance of contract addenda to bidders:

1. Increase the size and reduce the pitch of the PDS signs
2. Evaluate the structural implications of the larger signs for platform placements
3. Add PDS signs to the mezzanine (2 double-sided signs per fare-gate and two signs for elevator lobby for Embarcadero, Montgomery and Powell stations), including electrical and structural designs
4. Revise the PDS spec to include the new requirements, including graphic layouts, additional prediction data and language support
5. Issue the revised drawings and spec pages as an addendum
6. Provide Graphic Design Support for PDS sign layout, alternative analysis and presentation
7. Provide Public Outreach Support for public feedback on PDS signs
8. Provide bid support for additional 3 month period
9. Evaluate and provide as needed, 3<sup>rd</sup> display sign at platform boarding area for inbound and outbound direction.

**1. Task B12.04 Structural**

Services:

3. Evaluate the structural implications of larger PDS signs for platform placements and provide revised attachment details
4. Issue the revised drawings and spec pages as an addendum
5. Structural design for additional signs at mezzanines

Deliverables:

<u>Subtask</u>	<u>Deliverables</u>	<u>When Due</u>
B12.04	Addendum drawings and specifications	As directed by SFMTA

**3. Task B12.12 Electrical**

Services:

4. Issue the revised drawings and spec pages as an addendum
5. Electrical design for additional signs at mezzanines

Deliverables:

<u>Subtask</u>	<u>Deliverables</u>	<u>When Due</u>
B12.12	Addendum drawings and specifications	As directed by SFMTA

**6. Task B12.13 Systems**

Services:

3. Increase the height and reduce the pitch of the PDS signs
4. Revise the PDS spec to include the new requirements, including graphic layouts
5. Issue the revised drawings and spec pages as an addendum

Deliverables:

<u>Subtask</u>	<u>Deliverables</u>	<u>When Due</u>
B12.13	Addendum drawings and specifications	As directed by SFMTA

**7. Task B14.10 Graphic Support for Outreach**

Services:

3. Provide Graphic Design Support for PDS sign layout, alternative analysis and presentation
4. Provide staffing for public outreach support in Market Street stations

Deliverables:

<u>Subtask</u>	<u>Deliverables</u>	<u>When Due</u>
<u>B14.10</u>	<u>Revised sign layouts, Powerpoint presentation slides and presentation materials</u>	<u>As directed by SFMTA</u>

Additional Compensation:

City shall pay Consultant Three hundred and six thousand, seven hundred fifty-three dollars (\$306,753) in full satisfaction and accord for the Additional Work described in this Section C of this Fourth Amendment.

#### D. 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 or Contract Time or to the Project schedule. SFMTA has also issued three 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
Subtotal		\$24,737,726	\$2,603,486	\$2,416,360	\$27,341,212	\$4,921,960	\$527,059	(\$1,920,447)	\$5,449,020

Previous Contract  
Total \$32,790,232

Amend 4		\$299,801	\$32,978	\$332,779					
Total with Amend 4		\$25,037,526	\$2,636,464	\$2,749,139	\$27,673,991	\$4,921,960	\$527,059	(\$1,920,447)	\$5,449,020

New Contract Total \$33,123,011

**E. 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 Six Million, Eight Hundred Sixty Six Thousand, One Hundred Seventy Two Dollars (\$26,866,172) for Basic Services,~~ **Twenty Seven Million, Six Hundred Seventy Three Thousand Nine Hundred Ninety-One Dollars (\$27,673,991)** and an additional ~~Five Million, Nine Hundred Twenty-Four Thousand, Fifty Nine Dollars (\$5,924,059)~~ **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, Five Hundred Fifty-Six Thousand, Four Hundred Eleven Dollars (\$2,556,411)~~ **Two Million Six Hundred Thirty Six Thousand, Four Hundred Forty Three Dollars (\$2,636,464)** for Basic Services and an additional ~~Five Hundred Seventy-Four Thousand, One Hundred Thirty-Five Dollars~~ **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 Fourth Amendment:**


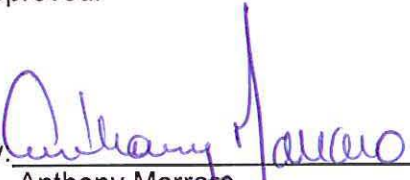

Total Amount of this Fourth Amendment:	Increase:	\$332,779.00
Previous Total Contract Amount:		\$32,790,232.00
New Revised Total Contract Amount:		\$33,123,011.00

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 \_\_\_\_\_, 201\_\_.

CITY	CONSULTANT
<p>Approved:</p> <p>By:  _____ Edward D. Reiskin Director of Transportation SFMTA</p> <p>Dated: <u>7.11.12</u></p>	<p>Approved:</p> <p>By:  _____ Anthony Marraro HNTB-B&amp;C Principal Central Subway Design Group</p> <p>Dated: <u>5/25/2012</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>6-4-2012</u></p>	