

CONTRACT FOR CENTRAL SUBWAY

FINAL DESIGN PACKAGE # 3

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

FIRST AMENDMENT



**First 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 First Amendment to the Agreement; ("First Amendment");

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

A. CONSTRUCTION OF FIRST 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 First Amendment.
3. The amounts stated in this First 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 First Amendment, all other terms and conditions of the Agreement remain unchanged. No provision of this First 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" (Third Street Light Rail Project, Phase 2), SFMTA Contract No. CS-155-3. This First Amendment is dated for convenience as December 20, 2011.

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

B. CHINATOWN STATION LOWERING

All of the work described in this Section B is Additional Work under the Tasks listed herein:

Summary:

The Parties have agreed that the Chinatown Station (CTS) must be constructed approximately 25 feet lower (deeper in the ground) than originally designed under Preliminary Engineering.

As a result of the lowering and reconfiguration of CTS, revisions to the track alignment, structures, train control, radio, and ventilation design are required.

1. Task 2.10 Design Interfacing and Integration Management

Consultant shall perform the following Additional Work under Task 2.10:

- Review designs related to the lowering and reconfiguration of Chinatown station as approved under ECP FD-012 to ensure consistency and integration.

2. Task 2.40 Systems Design Coordination

Consultant shall perform the following Additional Work under Task 2.40:

- Modify CFD and SES ventilation models to reflect changes in Chinatown station configuration as approved under ECP FD-021. Tasks include updating the CTS CFD report to reflect new station cavern size, updating the SES report, and updating boundary conditions for all 3 stations CFD reports.

3. Task 12.01 Civil Plans

Consultant shall perform the following Additional Work under Task 12.01:

- Modify 65% design documents to reflect the lowering and reconfiguration of Chinatown station as approved under ECP FD-021. Tasks include modification of contract drawings and specifications.

4. Task 12.04 Structural

Consultant shall perform the following Additional Work under Task 12.04:

- Modify 65% design documents to reflect the lowering and reconfiguration of Chinatown station as approved under ECP FD-021. Tasks include modification of contract drawings and specifications.

5. Task 12.13 Systems

Consultant shall perform the following Additional Work under Task 12.13:

- Modify 65% design documents for Train Control and Radio to reflect the lowering and reconfiguration of Chinatown station as approved under ECP FD-021. Tasks include modification of contract drawings and specifications.

6. Additional Compensation:

City shall pay Consultant Eighty-Eight Thousand Eight Hundred Fifty-Five Dollars (\$88,855) in full satisfaction and accord for the Additional Work described in this Section B of this First Amendment.

C. GEOTECHNICAL INVESTIGATIONS FOR FOURTH/BRANNAN STATION

Appendix A, Task 3.10, "Supplemental Geotechnical Investigations" is amended as follows:

Task 3.10 Supplemental Geotechnical Investigations

Services

~~Services, if required, will be performed by others.~~

Provide geotechnical analysis and borings for the Fourth/Brannan Station.

Tasks include:

- Project Management
- Geotechnical borings
- Geotechnical analysis for:
 - Site surface conditions;
 - Subsurface conditions;
 - Groundwater level condition at the time of drilling;

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 Four Million Nine Hundred Twenty Four Thousand Eight Hundred and Fifty Two Dollars (\$24,924,852)~~ Twenty Six Million, Four Hundred Sixty-Eight Thousand, Four Hundred and Thirty Dollars (\$26,468,430) for Basic Services, and an additional ~~Seven Million Three Hundred Sixty-Nine Thousand Four Hundred Sixty Seven Dollars (\$7,369,467)~~ Five Million Nine Hundred Seventy-Eight Thousand Seven Hundred Seventy One Dollars (\$5,978,771) 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 Three Hundred Sixty-Six Thousand Four Hundred Fifty-Eight Dollars (\$2,366,458)~~ Two Million, Five Hundred Seventeen Thousand, and Seventy-Five Dollars (\$2,517,075) for Basic Services and an additional ~~Seven Hundred Seventeen Thousand Three Hundred Seventy-Four Dollars (\$717,374)~~ Five Hundred Seventy-Nine Thousand Five Hundred Fifty-Seven Dollars (\$579,557) 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.


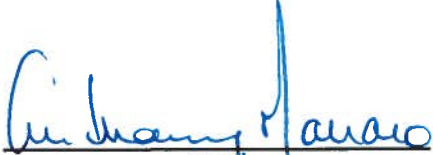

3. Summary of First Amendment:

Total Amount of this First Amendment:	Increase:	\$152,882.00
Previous Total Contract Amount:		\$32,294,319.00
New Revised Total Contract Amount:		\$32,447,201.00

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 17th day of January, 2012.

CITY	CONSULTANT
Approved:	Approved:
By:  Edward D. Reiskin Director of Transportation SFMTA	By:  Anthony Marraro HNTB-B&C Principal Central Subway Design Group
Dated: <u>1.16.12</u>	Dated: <u>12/19/11</u>
Approved as to form:	
Dennis J. Herrera City Attorney	
By:  Robert K. Stone Deputy City Attorney	
Dated: <u>1-12-12</u>	