

CONTRACT FOR CENTRAL SUBWAY

FINAL DESIGN PACKAGE # 2

MOSCONE, UNION SQUARE & CHINATOWN STATIONS

SIXTH AMENDMENT



**Sixth 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 "CSDG"), agree to amend Contract CS-155-2 ("the Agreement") to increase the contract amount for additional design and engineering support services through the completion of the Central Subway Project, as described in this Sixth Amendment to the Agreement.

I. CONSTRUCTION OF SIXTH AMENDMENT

- A. Except as expressly stated in this Sixth Amendment, the Consultant is responsible for performing all Work described in this Sixth Amendment.
- B. Except as specifically provided in this Sixth Amendment, all other terms and conditions of the Agreement remain unchanged. No provision of this Sixth 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, or "the Project"), SFMTA Contract No. CS-155-2 . This Sixth Amendment is dated for convenience as May 11, 2020.
- C. In signing this Sixth Amendment, the signatories certify that each is authorized to execute this Sixth Amendment and thereby bind the party he or she represents.

II. ADDITIONAL DESIGN SERVICES DURING CONSTRUCTION

- A. Exhibit A Scope of Services, the first paragraph of Task 16.20, Subsection "Services" is amended to increase the Contract Amount so that Consultant may continue to provide design support during construction (DSDC) of the Project, as follows:

16.20 Design Team Support

Services

Consultant will provide five full time design team representatives, as necessary, in the field during construction of all three stations. The representative will act as a liaison

between the Consultant design staff, the construction management team, and the SFMTA.

- B. Consultant will provide additional resources, under Task 16 Design Services During Construction, to address both the extension in the construction contract's duration and the increased number of RFIs, Submittals, Change Order Requests, and Design Revision Requests by the construction contractor, and a corresponding proportional increase in the level of design coordination and management. The original budget for Task 16 was based on an anticipated level of effort at the time the Contract was issued. For purposes of this Amendment 6, the parties estimate that by completion of construction, the Consultant will have answered approximately 5,400 RFIs and 4,800 Submittals and associated Design Revisions and Change Order Request merit evaluations, based on the number of construction documents received from the construction contractor.

III. ADJUSTMENT OF CONTRACT AMOUNT

The Contract Amount is increased by \$6,879,086.00 as compensation for the performance of the Additional Work described in this Sixth 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 **Fifty-Four Million Seven Hundred Seventy-Nine Thousand Six Hundred Ninety-Two Dollars (\$54,779,692.00)**, of which Fifty-Three Million Nine Hundred Eighty Six Thousand Four Hundred and Forty-Nine Dollars (\$53,986,449) is for Basic Services, and Seven Hundred Ninety-Three Thousand Two Hundred and Forty-Three Dollars (\$793,243) is for Optional Services. Contractor's Fixed Fee, as described below, is included in the Contract Amount. 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 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. Section 13.4.1 ("Fixed Fee") of the Agreement is replaced in its entirety to increase the Consultant's Fixed Fee by \$625,371.00 for a total Fixed Fee of \$5,114,280, 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 **Five Million Thirty Thousand Four Hundred Thirty Dollars (\$5,030,430.00)** for Basic Services and an additional **Eighty-Three Thousand Eight Hundred and Fifty Dollars (\$83,850.00)** for Optional Services. The Fixed Fee, which is profit, will be allocated to the Prime and Subconsultants and is included in the Total

Price set forth above. The SFMTA will pay Consultant the Fixed Fee proportionate to the completion of the work under the Agreement.

3. Summary of Sixth Amendment:

Total Amount of this Sixth Amendment:	\$ 6,879,086.00
Previous Total Contract Amount:	\$ 47,900,606.00
New Revised Total Contract Amount:	\$ 54,779,692.00

Total Contract Time added by this Contract Modification:	None
Previous Task Order Completion Date:	April 4, 2020
New Revised Task Order Completion Date:	April 4, 2022

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In Witness Whereof, the parties have executed this Modification in quadruplicate in San Francisco, California as of May 11, 2020.

CITY	CONSULTANT
Recommended:	Approved:
By: _____ Nadeem S. Tahir, P.E. Program Director	By: <u>John Fisher</u> John Fisher Principal, Central Subway Design Group
Approved:	
By: _____ Jeffrey Tumlin Director of Transportation, SFMTA	
SFMTA Board of Directors	
Resolution No. _____	
Dated: _____	
Attest:	
_____ Roberta Boomer, Secretary SFMTA Board of Directors	
Approved as to form:	
Dennis J. Herrera City Attorney	
By: _____ Robert K. Stone Deputy City Attorney n:\ptc\as2020\1000387\01444032.doc	