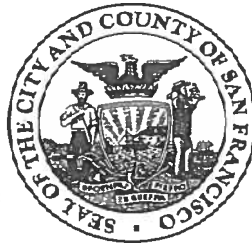


CONTRACT FOR CENTRAL SUBWAY

FINAL DESIGN PACKAGE # 3

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

THIRD AMENDMENT



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

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

A. CONSTRUCTION OF THIRD 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 Third Amendment.
3. The amounts stated in this Third 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 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 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 Third Amendment is dated for convenience as February 3, 2012.

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

B. Additional Design Work for C3 TMC

Appendix A, Part B Task 12.14, "Control Center Facilities" is amended as follows:

1. 12.14 Control Center Facilities

Task description in Part A is superseded and the following task description applies.

Services:

Prepare detailed design for the following:

1. Facility Amenities and Furnishings and systems outside of the landlord-provided Tenant Improvements at 1455 Market St. as determined in task B2.92, and outside the scope of sub-task B12.05.
2. Prepare detailed design of new systems and system extensions for the Interim Primary OCC beyond Landlord-provided Tenant Improvements as determined in task B2.92 and as further refined at the completion of the Landlord's Tenant Improvement Design. The Work includes modifications of existing systems at Lenox OCC, SFMTA Metro and any other affected sites to the extent required for implementation of the Interim Primary OCC. This Work includes but is not limited to the integrated Audio/Visual management system and integration of the new radio system. At the completion of the Landlord's Tenant Improvement Design, elements that cannot be included in the Landlord's scope due to budget and other constraints will be added to the scope of these services. These services are limited to two areas: furniture and fixtures and the video wall installation including software licenses and display units.
3. Design for the above central control work will include any required additional system equipment and software and database modifications to the existing systems to provide the necessary central control functions.

Deliverables		When Due
B12.14a	Detailed design of Facility and Furnishings outside of Tenant Improvements at 1455 Market St.	65%, Pre-Final and 100%
B12.14b	Detailed design of new systems and extension of existing systems to 1455 Market St.	65%, Pre-Final and 100%

Task Leader
Dave Coury

Assumptions and Exceptions –

1. The number and scope of construction contract packages for the implementation of the OCC Project will be defined in Task B13.0, Construction Packaging and Schedules.
2. Scope of work outside of Tenant Improvements will be defined in the Implementation Plan for 1455 Market St and as determined by the 100% Tenant Improvement Construction Drawings prepared by the Landlord.
3. The Landlord's Tenant Improvement Construction Drawings will be complete by April 30, 2012.

2. B12.20 CADD Manager

The same task description in Part A applies. CADD Management for CSP is expanded to cover C3 Program. CADD Management for C3 will extend to facilitate the completion of the Landlord's Tenant Improvement Designs.

Assumptions and Exceptions –

1. CADD Management for Landlords Tenant Improvement Designs will be extended for one month.

Task Leader
Alan Schroder

Additional Compensation:

City shall pay Consultant One Hundred Seventy-Eight Thousand, Seven Hundred Sixty-Three Dollars (\$178,763.00) in full satisfaction and accord for the Additional Work described in this Section B of this Third Amendment.

C. Follow-up Business Process Review

Consultant shall perform the following Additional Work under Task B2.93:

B2.93 Business Process Review (BPR)

Services:

5. As a follow-up study to the BPR, facilitate and assist SFMTA in developing the new business procedures for the TMC and the examination of several critical processes and procedures that are currently in place and will need to change once the move into the new operations center occurs.
6. Hold a working session to solidify the unified TMC concept and achieve cooperative buy-in from the key stakeholders.
7. Work with stakeholders to seek out value engineering opportunities to improve how the agency does business and to consolidate those opportunities into a new comprehensive policy and procedure manual.

Deliverables		When Due
<u>B2.93g</u>	<u>A brief report to review ideas, issues and lessons learned from visioning session</u>	<u>April 2012</u>
<u>B2.93h</u>	<u>Concepts of Operations Report</u>	<u>April 2012</u>
<u>B2.93i</u>	<u>A brief/short report outlining the labor classification impacted and suggested changes/modifications that would be needed in a new operations environment</u>	<u>May 2012</u>
<u>B2.93j</u>	<u>flow chart showing the existing SOPs and their linkages and a short recommendation document noting those that should be changed</u>	<u>July 2012</u>
<u>B2.93k</u>	<u>Draft framework of Operations Manual – including revisions to SOP</u>	<u>Oct 2012</u>
<u>B2.93l</u>	<u>Develop an “Operations Playbook” Framework</u>	<u>Oct 2012</u>

Additional Compensation:

City shall pay Consultant Thirty Thousand Three Hundred and Sixty-Two Dollars (\$30,362.00) in full satisfaction and accord for the Additional Work described in this Section C of this Third Amendment.

D. Extension of PC Support Technician

Appendix A, Part A Task 12.30, “PC Support Technician” is amended as follows:

A12.30 PC Support Technician

Services:

Provide a dedicated PC Support Technician who will be responsible for providing setup and support of Central Subway Project Personal Computers and general business software under the direction of SFMTA IT.

Assumptions and Exceptions

1. Budget for this task will be ~~24 months~~ 26.5 months.
2. May be First Source Hire
3. This task budgeted under 12.20

Additional Compensation:

City shall pay Consultant Thirty-Five Thousand Dollars (\$34,483.00) in full satisfaction and accord for the Additional Work described in this Section D of this Third Amendment.

E. Extension of CSP Quality Manager

Appendix A, Part A Task 11.0, "Quality Control Management" is amended as follows:

11.0 Quality Control Management

Quality control and quality assurance are essential elements to the success of the Central Subway Project. Consultant's team is committed to SFMTA to deliver DP1, DP2 and DP3 Design documents in full compliance with the review and documentation standards and procedures contained in the CSP Design Control Procedures.

Services

1. Consultant shall assign CSP Quality Manager to assure the quality of the Work of the DP3 design and who will have oversight of and participate in the quality control activities of the DP1 and DP2 Design Packages.
2. Consultant will submit a draft DP3 Quality Control and Implementation Plan within 30 days and a final Plan within 60 days after NTP. The Plan will be in compliance with CSP Quality Control Plan and will clearly spell out Consultant's approach for implementing the DP3 design control procedures across all design disciplines.
3. Consultant will assist CSP Quality Assurance Manager and others with Audit and Surveillance of DP1, DP2 and DP3.
4. Consultant will review DP1 and DP2 construction contract packages for consistency and quality across all design disciplines to ensure all design work meets or exceed Quality Standards set out in the CSP Design Quality Control Plan.

Deliverables

When Due

	<u>Deliverables</u>	<u>When Due</u>
11.10	Review and Comment on CSP QC Plan	[30 days after NTP]
11.30	QC review documentation including verifications of resolution and incorporation for CP7 package	[65, Pre-Final and 100%]
	Review of QC documentation for each DP1 & DP2 design submittal	Within 15 days of the receipt of the QC documentation

Task Leader

~~To be determined~~ Denise McDonald

Assumptions and Exceptions

1. SFMTA is responsible for implementation of overall Project Quality Program

2. CSP Quality Control Plan will be provided to the consultant for review and comment at NTP.
3. SFMTA will provide Quality Control Procedures and training to Consultant following NTP.
4. Persons performing Quality Control Management will be in the direct employment of the Consultant.
5. DP1 and DP2 will perform quality control review for their own work. DP3 review for consistency and quality across all disciplines is limited to ensuring that DP1 and DP2 quality control reviews have been performed in accordance with the Project Quality Plan. DP3 quality review is not expected to duplicate the quality review effort performed by DP1 and DP2 Consultants.
6. CSP Quality Manager position will be extended by three months to provide contiued audits and surveillance. Position will be full time for one month and half time for two months.

Additional Compensation:

City shall pay Consultant Sixty-One Thousand Forty-Three Dollars (\$61,043.00) in full satisfaction and accord for the Additional Work described in this Section E of this Third Amendment

F. PREVIOUSLY EXCERCISED OPTIONS

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 and the Consultant's performance of the Optional Work has not increased the Contract Sum or Contract Time or to the Project schedule. The following table summarizes the Options exercised:

Executed Contract Options:

Option Exercised	Letter No.	Base Amount	Base Fee	Option Amount	Option Fee
		\$22,558,394	\$2,366,458	\$6,652,093	\$717,374
Task B2.93f	C3 B0001	\$31,002	\$3,410	(\$31,002)	(\$3,410)
Task B12.05	C3 B0002	\$346,484	\$38,113	(\$346,484)	(\$38,113)
Tasks A9.2, A12.05, A12.12E, A12.13F	#0933	\$665,574	\$73,213	(\$665,574)	(\$73,213)
Tasks A12.01, A12.02, A12.07, A12.11	#1213	\$209,819	\$23,080	(\$209,819)	(\$23,080)
Tasks A2.50, A12.12E	#1318	\$49,290	\$5,422	(\$49,290)	(\$5,422)

G. 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, Five Hundred Sixty One Thousand, Five Hundred and Twenty Two Dollars (\$26,561,522)~~ Twenty Six Million, Eight Hundred Sixty-Six Thousand, One Hundred Seventy-Two Dollars (\$26,866,172) for Basic Services, and an additional Five Million, Nine Hundred Twenty-Four Thousand, Fifty-Nine Dollars (\$5,924,059) 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 Twenty Six Thousand, and Two Hundred Twenty Dollars (\$2,526,220)~~ Two Million, Five Hundred Fifty-Six Thousand, Four Hundred Eleven Dollars (\$2,556,411) for Basic Services and an additional Five Hundred Seventy-Four Thousand, One Hundred Thirty-Five Dollars 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.


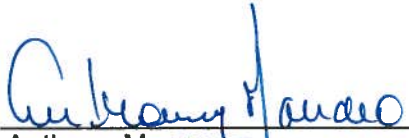
3. Summary of Third Amendment:

Total Amount of this Third Amendment:	Increase:	\$304,651.00
Previous Total Contract Amount:		\$32,485,581.00
New Revised Total Contract Amount:		\$32,790,232.00

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

The remainder of this page has been intentionally left blank.

In Witness Whereof, the parties have executed this Modification in quadruplicate in San Francisco, California as of this 4th day of May, 2012.

CITY	CONSULTANT
<p>Approved:</p> <p>By:  Edward D. Reiskin Director of Transportation SFMTA</p> <p>Dated: <u>5-4-12</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>4-24-2012</u></p>	<p>Approved:</p> <p>By:  Anthony Marraro HNTB-B&C Principal Central Subway Design Group</p> <p>Dated: <u>4/16/2012</u></p>

**CS-155-3 Design Package 3
Surface, Track and Systems
Contract Modification No. 2**

CONTRACT AMOUNT AND DURATION STATUS

Amount Requested:	\$304,651.00
For Original Completion by:	April 2020
For Revised Completion by:	April 2020
Original Amount:	\$32,294,319
Previous Modifications:	\$ 191,262.00
As Modified:	\$32,485,581
Requested Modifications:	\$304,651.00
As Total Requested:	\$32,790,232

10% of Contract Amount \$ 3,229,431.90
Remaining before SFMTA Board \$ 2,733,518.90

Contract Start Date:	April 2010
Modified End Date:	April 2020
Modified Calendar Date:	No Change

PREVIOUS APPROVED CONTRACT MODIFICATIONS – SUMMARY

Contract Modifications		Amount		Duration (Calendar Days)	
No.	Description	Change	Sum	Change	Sum
3A	Tenant Improvement Delays	\$178,763.00	\$178,763.00	N/A	N/A
3B	BPR Value Engineering	\$30,362.00	\$209,125.00	N/A	N/A
3C	PC Tech Support	\$34,483.00	\$243,608.00	N/A	N/A
3D	Quality Manager	\$61,043.00	\$304,651.00	N/A	N/A

Contract Modification No.: 3

Source of Funds for Modification: Federal New Starts 5309 80% and Prop K 20%

Famis Index Code: Task A11 and A12= 35CPT5441236, Task B12-35A212

Project Manager: Ross Edwards/Frank Lau

Approval: _____

Date: _____

[Handwritten signatures and dates]
 _____ / 3/14/2012 _____ / 3/15/12