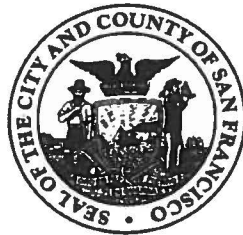


CONTRACT FOR CENTRAL SUBWAY

FINAL DESIGN PACKAGE # 3

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

SEVENTH AMENDMENT



**Seventh 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, Consultant and SFMTA subsequently negotiated this Seventh Amendment to the Agreement ("Seventh Amendment") to describe Additional Work to be performed by the Consultant and to provide additional compensation for the performance of said Additional Work;

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

A. CONSTRUCTION OF SEVENTH AMENDMENT

1. Where a new section is added in its entirety or a section has been deleted and replaced 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 Seventh Amendment.
3. The amounts stated in this Seventh 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 Seventh Amendment, all other terms and conditions of the Agreement remain unchanged. No provision of this Seventh 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 Seventh Amendment is dated for convenience as March 6, 2015.

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

B. Additional Design Services:

Appendix A, Part B is amended with the addition of the following Additional Work:

Task B1-16 Integrated Systems Replacement Construction Support

Consultant shall perform the following Additional Work for the Integrated Systems Replacement (ISR) Contract:

1. Review of new and outstanding submittals associated to electrical shop drawings, Platform Display Signs, Public Address Systems, Facilities SCADA, testing plans, and cutover and integration plans.
2. Witness Factory Acceptance Testing for the Passenger Audio/Visual System.
3. Witness Site Acceptance Testing for the Passenger Audio/Visual System and Facilities SCADA.
4. Review of Change Order Requests (COR) with cost estimating associated to Public Address speaker re-zoning, Platform Display Sign mounting and additional Passenger Audio/Visual features.
5. Review of Proposed Contract Changes (PCC) associated to voice upgrades, Platform Display Sign relocation, IP addressable keyboard video mouse (KVM), Public Address speaker re-zoning and relocation of fiber cabinet racks at Van Ness Station.
6. Provide value engineering for the Public Address speaker re-zoning.
7. Review of As-Builts related to the Fiber Broadband Network, Passenger Audio/Visual System, Facilities SCADA, Motive Power SCADA, HVAC and Uninterrupted Power Supply System.
8. Review of Operations & Maintenance manuals associated to the Fiber Broadband Network, Passenger Audio/Visual System, Facilities SCADA, Motive Power SCADA, HVAC and Uninterrupted Power Supply System.
9. Perform coordination for client review and training associated to Operations & Maintenance manuals.

City shall compensate Consultant in accordance with the compensation provisions of the Contract an amount not to exceed One Hundred Eighty-One Thousand, Forty-Six Dollars (\$181,046) in full satisfaction and accord for the Additional Work described in this section B1-16 of the Seventh Amendment.

Task B2 -16 Emergency Blue Light Telephone Replacement Construction Support

1. Review of new and outstanding submittals associated to electrical shop drawings, Blue Light telephones, testing plans, cutover and integration plans (e.g. Facilities SCADA, building PBX).
2. Witness Site Acceptance Testing for the Blue Light telephone system.
3. Provide support and coordination via weekly progress meetings between the Contractor and Construction Management representatives.
4. Witness Factory Acceptance Testing for the Blue Light system.
5. Perform site inspections based on unforeseen site conditions.
6. Review of Change Order Requests (COR) from the contractor associated to the Blue Light system, and tunnel access and protocols.
7. Review of Proposed Contract Changes (PCC) associated to changes from BART property owners at station mezzanines, modification of initial Contractor means and methods for sequencing and scheduling work, and impacts related to work performed by other projects and their impacts to Blue Light infrastructure installations.
8. Provide value engineering for system wiring and maintenance optimization.

City shall compensate Consultant in accordance with the compensation provisions of the Contract an amount not to exceed One Hundred Seventy-Five Thousand, Five Hundred Forty Dollars (\$175,540) in full satisfaction and accord for the Additional Work described in this section B2-16.

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 equivalent amounts. 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 six previous contract Amendments. The following table summarizes the Options exercised and Amendments issued:

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
C3 B0001	\$31,002	\$3,410	\$34,412	\$24,959,264	(\$31,002)	(\$3,410)	(\$34,412)	\$7,335,055
C3 B0002	\$346,484	\$38,113	\$384,597	\$25,343,861	(\$346,484)	(\$38,113)	(\$384,597)	\$6,950,458
#0933	\$665,574	\$73,213	\$738,787	\$26,082,649	(\$665,574)	(\$73,213)	(\$738,787)	\$6,211,670
#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
#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
#1630	\$145,686	\$16,026	\$161,712	\$27,027,884	(\$145,686)	(\$16,026)	(\$161,712)	\$5,762,347
#1658	\$182,990	\$20,129	\$203,119	\$27,231,003	(\$182,990)	(\$20,129)	(\$203,119)	\$5,559,228
#1688	\$99,287	\$10,922	\$110,209	\$27,341,212	(\$99,287)	(\$10,922)	(\$110,209)	\$5,449,020
#120720 Amend 4	\$299,801	\$32,978	\$332,779	\$27,673,991				\$5,449,020
#130424 Amend 5	\$163,019	\$17,932	\$180,951	\$27,854,942				\$5,449,020
#140623 Amend 6	\$1,143,668	\$125,804	\$1,269,472	\$29,124,414				\$5,449,020
Subtotal	\$25,200,545	\$2,780,200	\$2,930,090	\$29,124,414	\$4,921,960	\$527,059	(\$1,920,447)	\$5,449,020

Previous
Contract Total \$34,573,434

Amend 7	\$ 321,249	\$ 35,337	\$ 356,586					
Total with Amend 7	\$ 25,521,794	\$2,815,537	\$ 3,286,676	\$ 29,481,000	\$4,921,960	\$527,059	\$ (1,920,447)	\$ 5,449,020

New Contract
Total \$ 34,930,020

D. ADJUSTMENT OF CONTRACT AMOUNT

1. **Section 13.3.1 ("Total Amount") of the Agreement is deleted in its entirety and replaced with the following:**

13.3.1 The total amount of compensation under this Agreement for all Work performed by Consultant, shall not exceed **Twenty Nine Million, Four Hundred Eighty One Thousand Dollars (\$29,481,000)** 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 deleted in its entirety and replaced with the following:**

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, Eight Hundred Fifteen Thousand, Five Hundred Thirty Seven Dollars (\$2,815,537)** 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.



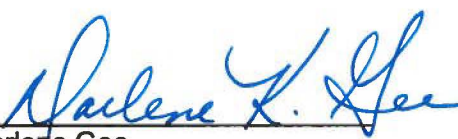
3. **Summary of Seventh Amendment:**

Total Amount of this Seventh Amendment: Increase:	\$356,586
Previous Total Contract Amount:	\$34,573,434
New Revised Total Contract Amount:	\$34,930,020

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 20th day of April, 2015.

CITY	CONSULTANT
<p>Approved:</p> <p>By:  Edward D. Reiskin Director of Transportation SFMTA</p> <p>Dated: <u>4-20-15</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>4/17/2015</u></p>	<p>Approved:</p> <p>By:  Darlene Gee HNTB Corporation HNTB-B&C JV</p> <p>Dated: <u>4/15/15</u></p>