

File No. 230776

Committee Item No. 14

Board Item No. 58

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date July 19, 2023

Board of Supervisors Meeting Date July 25, 2023

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Original Agreement 2/16/2010</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 1 12/11/2009</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 2 2/13/2012</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 3 2/3/2012</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 4 5/10/2012</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 5 3/5/2013</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 6 3/7/2014</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 7 3/6/2015</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 8 8/13/2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 9 8/31/2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 10 4/28/2020</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 11 4/28/2022</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 12 9/21/2022</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>MTAB Resolution No. 10-030 2/26/2010</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>MTAB Resolution No. 230606-052 6/6/2023</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>MTA Briefing Letter 7/23/2023</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>MTA Statement on Retroactivity 7/14/2023</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>MTA Presentation 7/19/2023</u> |

Completed by: Brent Jalipa Date July 14, 2023

Completed by: Brent Jalipa Date July 20, 2023

1 [Contract Agreement Amendment - Retroactive - HNTB-TSE JV - Surface Segment,
2 Trackways, Systems, Quality Control and Design Integration - Not to Exceed \$35,857,691]

3 **Resolution retroactively approving Amendment No. 13 to Contract No. CS-155-3,**
4 **Surface Segment, Trackways, Systems, Quality Control and Design Integration, with**
5 **HNTB-TSE JV to increase the contract amount by \$1,000,000 for a total amended**
6 **contract amount not to exceed \$35,857,691 and to extend the term of the Contract for**
7 **one year from June 30, 2023, for a new term of April 28, 2010, through July 1, 2024, with**
8 **an option to extend the term of the Contract one additional year to July 1, 2025.**

9
10 WHEREAS, On February 26, 2010, the SFMTA Board of Directors adopted Resolution
11 No. 10-030 and the Board of Supervisors passed Resolution No. 143-10 on March 16, 2010,
12 awarding Contract CS-155-3 (Contract) to HNTB Engineering and B&C Transit (now called
13 Transit Systems Engineering, Inc.) (HNTB) to design the trackway and control systems for the
14 Central Subway Project (Project), not to exceed \$32,294,319, for a ten-year term with a two-
15 year extension option; and

16 WHEREAS, HNTB designed the Project trackway and systems, and during
17 construction provided engineering support services to review and respond to construction
18 contractor submittals, requests for information (RFIs) concerning design issues, requests for
19 substitution, change order requests and contract claims, and to verify design compliance; and

20 WHEREAS, The Contract previously has been modified twelve times to compensate
21 HNTB for additional work required to address unexpected site conditions and design changes
22 required by the City, and due to delays to Project construction; the twelve amendments
23 increased the total contract amount to \$34,857,691 and extended the term of the Contract to
24 June 30, 2023; and

1 WHEREAS, The SFMTA has decided to have follow-on Central Subway fixed
2 guideway and station improvements work performed by contractors other than Tutor Perini
3 Corporation, the contractor that constructed the Central Subway trackways, stations and
4 systems; and

5 WHEREAS, As the designer of the Central Subway trackways and systems, HNTB has
6 expertise and experience necessary to design efficiently the follow-on improvements to the
7 Central Subway that other design firms do not have; and

8 WHEREAS, The SFMTA Board of Directors has requested that staff provide a report to
9 the Board describing the scope and status of the follow-on work that HNTB will have
10 performed if staff seeks to exercise the option to extend the Agreement an additional year;
11 and

12 WHEREAS, The SFMTA Board of Directors on June 6, 2023, under Resolution No.
13 230606-052, approved Amendment No. 13 to extend the Contract Term for one year to June
14 30, 2024, and increase the Contract Amount to \$1,000,000 so that HNTB may provide design
15 and design construction support for follow-on Central Subway trackway and stations
16 improvements, with an option to extend the Contract Term one additional year and increase
17 the Contract Amount an additional \$1,000,000, said option to be exercised by the SFMTA
18 Board of Directors; and

19 WHEREAS, The Contract Term expired on June 30, 2023 (after the SFMTA Board's
20 approval of this amendment), so the Board of Supervisors' approval of this amendment is
21 retroactive to that date; and

22 WHEREAS, The Central Subway Final Supplemental Environmental Impact
23 Statement/Supplemental Environmental Impact Report (Central Subway SEIS/SEIR)
24 evaluated the environmental impacts of the Central Subway Project, including construction of
25 the subway stations; on August 7, 2008, the San Francisco Planning Commission certified the

1 Final SEIR (Case No. 1996.281E); on August 19, 2008, the SFMTA Board of Directors
2 approved Resolution No. 08-150 adopting Central Subway Project Alternative 3B as the
3 Locally Preferred Alternative, the California Environmental Quality Act (CEQA) Findings,
4 Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Plan;
5 and

6 WHEREAS, The services HNTB-TSE shall provide under Amendment No. 13, as
7 described above, are within the scope of the Final SEIS/SEIR; and

8 WHEREAS, The Central Subway SEIS/SEIR is on file with the SFMTA Board of
9 Directors and may be found in the records of the Planning Department at Central Subway
10 Final SEIS/SEIR | SFMTA and at 49 South Van Ness Avenue, Suite 1400 in San Francisco,
11 and is incorporated herein by reference; now, therefore, be it

12 RESOLVED, The Board of Supervisors approves Amendment No. 13 to Contract No.
13 CS-155-3, Surface Segment, Trackways, Systems, Quality Control and Design Integration,
14 with HNTB-TSE JV, to extend the Contract Term one year to July 1, 2024, and to increase
15 the Contract Amount \$1,000,000 for a total amended Contract Amount not to exceed
16 \$35,857,691, retroactive to and effective on June 30, 2023, with an option to extend the
17 Contract Term one additional year to July 1, 2025, and increase the Contract Amount an
18 additional \$1,000,000, subject to SFMTA Board approval without further action by the Board
19 of Supervisors, to provide engineering support to Central Subway fixed guideway and station
20 improvements work; and, be it

21 FURTHER RESOLVED, That within 30 days of full execution of the amendment by all
22 parties, the final documents shall be provided to the Clerk of the Board for inclusion in the
23 official file.

24

25 n:\transport\stone\central subway\consultant 2023 contract extensions\hntb cs-155-3 resolution draft rs 06202023.docx

Items 13 & 14 Files 23-0775, 23-0776	Department: Municipal Transportation Agency (MTA)
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EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolutions would retroactively approve the following amendments to the San Francisco Municipal Transportation Agency’s (SFMTA) contracts regarding the Central Subway project: (1) Amendment No. 9 to the contract with Central Subway Design Group, (CSDG) extending the term by one year through July 1, 2024, and increasing the not-to-exceed amount by \$1,000,000 to \$55,779,692 (File 23-0775); and (2) Amendment No. 13 to the contract with HNTB-TSE JV (HNTB), extending the term by one year through July 1, 2024, and increasing the not-to-exceed amount by \$1,000,000 to \$35,857,691 (File 23-0776). The resolutions would also allow for the option to extend each contract by an additional year through July 1, 2025 and increase the not-to-exceed amounts by an additional \$1,000,000.

Key Points

- In 2010, the Board of Supervisors approved professional design service contracts to CSDG and HNTB for the Central Subway project, which have respectively been amended eight and 12 times. Although Central Subway revenue service has begun, there are closeout tasks and enhancements that require additional engineering and design services. SFMTA decided to extend the CSDG and HNTB contracts for these services due to their familiarity with the project and to avoid costs and delays associated with putting the contracts out to bid.
- Engineering and design tasks to be completed by CSDG and HNTB include project management, preparation of bid documents, reviewing and responding to contractor submittals, requests for information (RFIs), requests for substitution, and contract claims, and updating design drawings and specifications as needed to memorialize approved project changes.

Fiscal Impact

- The proposed amendments would increase the not-to-exceed amounts of the CSDG and HNTB contracts by \$1,000,000 each, for a total added cost to SFMTA of \$2,000,000. If the one-year options to extend are executed, each contract would be increased by an additional \$1,000,000, for a total added cost of SFMTA of \$4,000,000.

Policy Consideration

- Despite delays and cost overruns of the Central Subway project, SFMTA has never completed performance evaluations of either contractor. The lack of regular contractor performance evaluations is a financial and operational risk to public transit and we recommend the Board of Supervisors hold a hearing on this topic in September 2023.

Recommendation

- Approval of the proposed resolutions is a policy matter for the Board of Supervisors.

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

Central Subway Project

The San Francisco Municipal Transportation Agency’s (SFMTA) Central Subway Project opened with limited weekend service in November 2022 and full revenue service in January 2023 and provides a new 1.7-mile transit connection between Chinatown (Washington and Stockton Streets) and the Caltrain Terminal/Muni T-Line (Fourth and King Streets). The Central Subway has three underground subway stations: (1) Yerba Buena/Moscone Station, (2) Union Square/Market Street Station, and (3) Chinatown Station; as well as a surface station at Fourth/Brannan Street Station. The project was delayed by approximately four years from its initial schedule of revenue service beginning in December 2018.

Architectural and Engineering Services

In 2009, SFMTA issued a Request for Proposals (RFP) for professional design services for the Central Subway Project divided into three design packages: (1) Utilities Relocation and Tunnel Design, (2) Subway Stations Design, and (3) System and Trackway Integration Design. SFMTA selected Central Subway Design Group (CSDG) for the Subway Stations Design package and HNTB-B&C Transit Inc. (now known as HNTB-TSE JV, or HNTB) for the System and Trackway Integration Design package. In 2010, the Board of Supervisors approved contracts with these firms (Files 10-0007, 10-0331).

The CSDG contract has been amended eight times, with term extended through June 2023 and the not-to-exceed amount increased to \$54,779,692.¹ The HNTB contract has been amended 12 times, with the term extended through June 2023 and the not-to-exceed amount increased to \$34,857,691.² Although Central Subway revenue service has begun, there are closeout tasks and enhancements that require additional engineering and design services. SFMTA decided to extend the CSDG and HNTB contracts for these services due to their familiarity with the project and to avoid costs and delays associated with putting the contracts out to bid. In June 2023, the SFMTA Board of Directors approved amendments to the contracts to extend each contract by one year,

¹ The Board of Supervisors most recently approved Amendment No. 6 to the CSDG contract, which increased the not-to-exceed amount to \$54,779,692, with no change to the term expiring on April 4, 2022 (File 20-0670). Subsequent amendments executed by SFMTA extended the term through June 2023.

² The Board of Supervisors most recently approved Amendment No. 6 to the HNTB contract, which increased the not-to-exceed amount to \$34,930,000, with no change to the term expiring on April 27, 2020 (File 18-0603). Subsequent amendments executed by SFMTA extended the term through June 2023 and reduced the not-to-exceed amount to \$34,857,691.

rather than the two years requested by MTA staff, with an option to extend each contract by an additional year, subject to approval of the MTA Board of Directors.

DETAILS OF PROPOSED LEGISLATION

The proposed resolutions would retroactively approve the following amendments to SFMTA contracts regarding the Central Subway Project:

1. Amendment No. 9 to the contract with CSDG, extending the term by one year through July 1, 2024, and increasing the not-to-exceed amount by \$1,000,000 for a total not to exceed \$55,779,692, with an option to extend the term by one year through July 1, 2025, and increase the not-to-exceed amount by \$1,000,000 to \$56,779,692 (File 23-0775),³ and
2. Amendment No. 13 to the contract with HNTB, extending the term by one year through July 1, 2024, and increasing the not-to-exceed amount by \$1,000,000 for a total not to exceed \$35,857,691, with an option to extend the term by one year through July 1, 2025, and increase the not-to-exceed amount by \$1,000,000 to \$36,857,691 (File 23-0776).

The Central Subway Fixed Guideway and Station Enhancement Project includes closeout tasks from Central Subway construction as well as further enhancements to improve the Central Subway as a new SFMTA infrastructure asset. The project includes mitigation of persistent water seepage (particularly at the Chinatown Station), ensuring automatic door openings, additional railings, safety fencing, cameras, lighting, and any identified ADA requirements or other regulatory requirements. Engineering and design tasks to be completed by CSDG and HNTB include project management, preparation of bid documents, reviewing and responding to contractor submittals, requests for information (RFIs), requests for substitution, and contract claims, and updating design drawings and specifications as needed to memorialize approved project changes.

According to SFMTA staff, the water seepage control and automatic doors were part of Central Subway construction project but not adequate and now needs additional work. The other tasks, such as safety fencing, additional security cameras and lights and ADA improvements were identified after completion of the Central Subway project.

FISCAL IMPACT

The proposed amendments would increase the not-to-exceed amounts of the CSDG and HNTB contracts by \$1,000,000 each, for a total added cost to SFMTA of \$2,000,000. If the one-year options to extend are executed, each contract would be increased by an additional \$1,000,000, for a total added cost of SFMTA of \$4,000,000. Estimated expenditures by task for each contract are shown in Exhibit 1 below.

³ The resolution in 23-0775 contains a resolved clause that states the MTA Board of Directors approves the amendment to the CSDG contract, however that is an error and should say that the Board of Supervisors approves the amendment. MTA staff plan to request an amendment to correct the language.

Exhibit 1: Estimated Contract Expenditures by Task

CSDG Tasks	Amount
Design Team Support	\$84,000
RFIs, Submittals, & Other Consultations	205,600
Project Management/Administration During Construction	165,000
Other Consultation	166,000
Field Visits/Meetings	389,600
CSDG Total	\$1,010,200
HNTB Tasks	Amount
4 th Street Trees & Irrigation	\$10,200
Portal Fence Design	77,400
Bulkhead Drainage	4,800
4 th Street Curbs	14,400
Portal Axe Counter Boxes	36,600
Standpipe Pressurization	160,000
Track As-Built Drawings	72,000
VPI at 6 th & King	161,700
Traffic Control Cabinet Relocation at 4 th & King	49,200
Additional Scope/Support	263,000
Project Management	156,000
HNTB Total	\$1,005,300
Total Expenditures (Both Contract Amendments)	\$2,015,500

Source: SFMTA

The contracts are funded by the SFMTA Capital Improvement Program budget for the Fixed Guideway and Station Enhancement Project. The total Central Subway Fixed Guideway and Station Enhancement Project budget is approximately \$34 million, including soft costs. According to Albert Hoe, SFMTA Senior Engineer, approximately \$7 million in funding is available in the FY 2023-24 budget to fund 23 priority tasks of the project. Approximately \$2.4 million has been allocated, with the remainder of the \$7 million anticipated to be available later in the fiscal year. SFMTA plans to award job order contracts to complete the priority tasks, which are shown in Attachment 1 to this report. If funding is available in FY 2024-25, SFMTA would consider exercising the options to extend the engineering and design contracts.

POLICY CONSIDERATION**Performance Management**

Despite delays and cost overruns of the Central Subway project, SFMTA has never completed performance evaluations of either contactor. In addition, SFMTA did not provide any documentation of policies to regularly evaluate the performance of its contractors. The lack of

regular contractor performance evaluations is a financial and operational risk to public transit and we recommend the Board of Supervisors hold a hearing on this topic in September 2023.

Board of Supervisors Approval

The proposed resolutions would approve two-extensions of each contract: one 1-year extension and one 1-year option to extend, subject to approval of the SFMTA Board of Directors. The Board should consider amending the resolutions to require Board of Supervisors' approval of each contract's option to extend, to be consistent with the SFMTA Board of Directors authority and also because the budget for each contract only describes one year of spending.

RECOMMENDATION

Approval of the proposed resolutions is a policy matter for the Board of Supervisors.

Attachment 1: 23 Priority Project Tasks

Task Number	Station	Description	Estimated Cost
008	YBM	Fall protection at ledge near artwork at surface level	\$25,000
009	YBM	Measures to control public access to exposed beams at Concourse Level	175,000
029	UMS	Enhanced lighting Main Electrical Annex CN07 UMS 1461/1647	104,768
030	UMS	Enhanced lighting Unassigned "Scott's" Room Platform Sector 5 UMS 1469	52,384
035	UMS	Additional UPS needed to share load on unit 1	92,974
046	UMS	Additional CCTV cameras	421,885
051	STS	Bulkhead drainage at CTS North Limits	450,000
062	CTS	Art glass panels installation - 3 locations (Plaza parapet, north train platform, south train platform).	1,000,000
069	CTS	Extend railing at southern end of platform on the catwalk to protect people accessing the bathrooms.	19,269
075	All Stations	UPS battery replacement for Train Control Room – Signal (P.O.) - CTS, UMS, YBM	97,005
004	YBM	Plexiglass water shield for Traction Power Room eye wash station	15,261
006	YBM	Additional artwork lighting on Concourse	181,550
016	YBM	Caulking is needed along the bottom of the glass railing to prevent debris and liquid from falling down the gap and staining the glass	3,000
034	UMS	Weight limit/loading information should be labeled on glass floors	3,000
041	UMS	Additional FCU and Outlets needed for future conversion to shop space in Unassigned Room MZ27	90,000
042	UMS	Mechanical & Plumbing Room MZ22 and Unassigned Room MZ27 need double doors	30,000
044	UMS	Per Sonny Cadubla in Main Electrical Room there is an electrical panel board cover that needs to be changed to splash proof, and an outlet near the eye wash station should be GFCI type	32,350
045	UMS	Architectural metal screens along platform scallop walls at Platform level	1,500,000
057	STS	Harrison to Bryant St OCS Repair	250,000
060	STS	Remove 6 embedded metallic axle counter head boxes in use in Bryant Portal area. Pour/form concrete with perimeter ledge for non-metallic cover using threaded inserts.	400,000
061	STS	Track curb demo at Brannan and Bryant	50,000
068	CTS	Inspector's booth on platform: inspectors do not have a dedicated space to monitor service. Will require design assistance from CSDG architect.	175,000
070	All Stations	"Bird Abatement - Phase 2 (Work not implemented yet) - Phase 0 & 1 work has been completed."	1,121,315
Total			\$6,289,761

Source: SFMTA. YBM is Yerba Buena-Moscone Station. UMS is Union Square/Market Street Station. STS is the Surface, Track, and Systems Package. CTS is Chinatown Station.



SFMTA

Board of Supervisors Budget and Finance Committee July 19, 2023

**Contract Amendment Item 13, File 23-0775, CSDG JV Extension
Contract Amendment Item 14, File 23-0776, HNTB JV Extension**

By

Albert Hoe

Project Manager

Overview

Proposed Resolutions:

- Extend Contract with Central Subway Design Group JV (CSDG) by one year through July 1, 2024 and amount not-to-exceed by \$1,000,000
- Extend Contract with HNTB-TSE JV (HNTB) by one year through July 1, 2024 and amount not-to-exceed by \$1,000,000
- Option to extend each contract by one additional year through July 1, 2025, and amount not-to-exceed by additional \$1,000,000
- These contracts are no longer associated with Tutor Perini Contractor. They are separate professional service contracts.

Qualifications of Design Teams

CSDG:

- Original Designer of Record for all stations
- Familiar with design and can provide enhancement/improvement
- Expert in water mitigation and water repair
- New designers will have learning curve/development

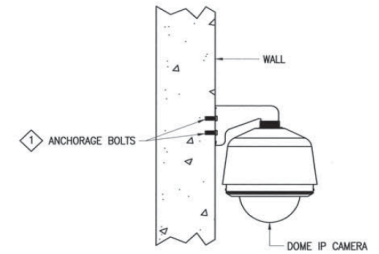
HNTB:

- Original Designer of Record for all systems work including Track, OCS, Train Control, Emergency Power and Traction power
- Familiar with design and can provide enhancement/improvement
- Familiar with locations and design parameters

Scope and Additional Services

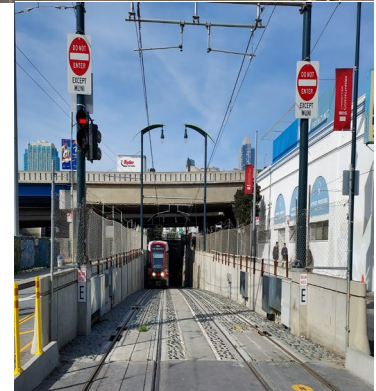
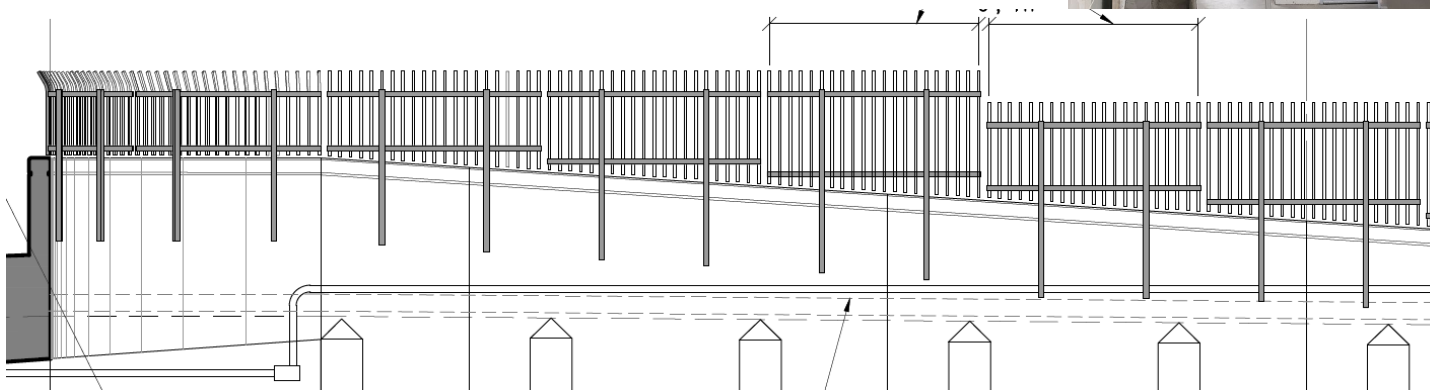
Safety and Security Enhancements and Improvement

- Additional CCTV cameras in low coverage area on the Platform and Tunnel
- Additional lighting at entrance, corridor, Traction Power rooms
- Fence extension at the portal entrance at Harrison Street



FIXED/PTZ DOME IP CAMERA – WALL MOUNTED

3
-
DETAIL



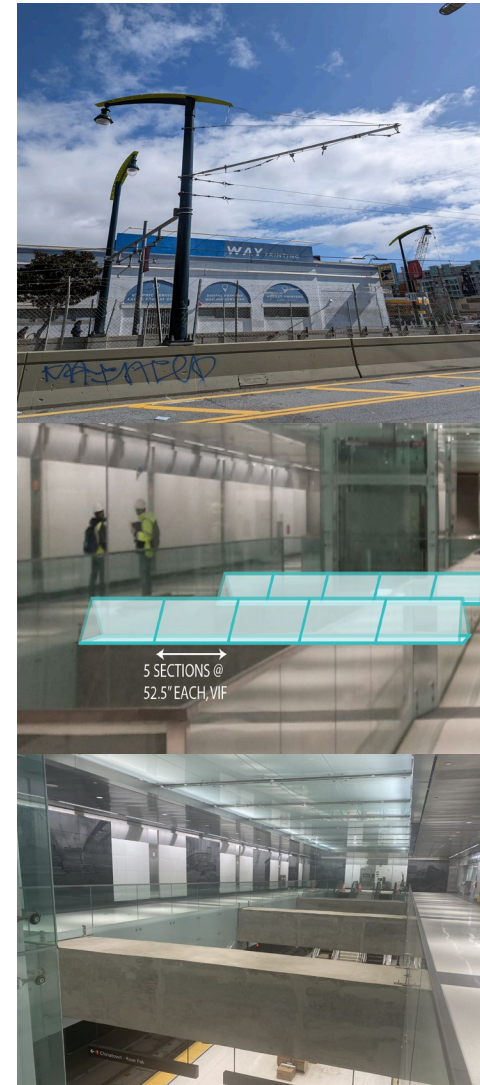
Scope and Additional Services (Continue)

Safety and Security Enhancements and Improvement

- Fall protection at entrance to Yerba Buena / Moscone Station (YBM)
- Public access control at exposed beam at YBM
- Upgrade to the Uninterrupted Power System (UPS) lighting, power, access control and train control system
- Restoration of Overhead Catenary System (OCS)

Water Intrusion and Repair

- Water Leakage and Repair @ CTS, UMS, YBM and Cross Passage



Evaluation with Funding Partners FTA and TA

Federal Transportation Administration held several workshops (March and April 2023) to evaluate the performance of the Central Subway Program and to determine what lessons could be learned at the completion of the Project.

- Over 25 items was discussed with Project Team, FTA, SFCTA and other stakeholders
- Items for discussion related to Environmental Process, Contacting, Project Delivery, Project Management, Design Development, Construction Execution, Change Orders, and others

Evaluation with Funding Partners FTA and TA (continue)

- Five Items was discussed and refined with FTA for writeups
 - Project Delivery Method – Low Bid Selection and How Schedule and Cost Impacted Overall Delivery
 - Quality Control on Construction Product – Owner Oversight versus Contractor Oversight
 - Change Management Process – Delay in Processing Changes Resulting in Cost Overrun
 - Specialty Contractors Performing Critical Path Work – Resource Availability of Specialty Contractors
 - Project Controls Capability and Capacity – Documentation of Scop Changes, Cost and Schedule Changes and Issuance of Timely Changes

Explanation of Retroactivity



To: Budget & Finance Committee Chair Chan

Through: Jeff Tumlin, Director of Transportation

From: Tom Maguire, SFMTA Streets Division Director

A handwritten signature in blue ink, appearing to read 'Tom Maguire', written over the 'From' line.

Date: July 14, 2023

Subject: File 230775 and 230776 – Explanation of Retroactivity

The Agency sought to bring amendments to four Central Subway contracts (listed below) to the SFMTA Board to be heard together. Delays in completing negotiations with Tutor Perini to resolve all construction claims meant that staff missed the deadline for the SFMTA Board's meetings in May, so the SFMTA Board did not approve the amendments until June 6, 2023. Consequently, it was not then possible for the Board of Supervisors to consider the amendments to the Central Subway design contracts CS-155-2 and CS-155-3 before those contracts expired on June 30, 2023. The Board of Supervisors' approval of those amendments must therefore be retroactive to June 30, 2023

- CN-1300 Central Subway Stations, Surface, Track and Systems.
Contractor – Tutor Perini Corporation (TPC).
Modification does not need Civil Services Commission or Board of Supervisors approval.
- CS-149 Program Management and Construction Management Services for San Francisco Municipal Transportation Agency Central Subway Project
Contractor – Central Subway Partnership (CSP)
Amendment does not need Civil Services Commission or Board of Supervisors approval.
- CS-155-2 Final Design Package 2: Moscone, Union Square and Chinatown Stations
Contractor – Central Subway Design Group (CSDG)
Amendment needs Civil Services Commission and Board of Supervisors approval.
- CS-155-3 Final Design Package 3: Surface Segment, Trackways, Systems, Quality Control and Design Integration
Contractor – HNTB-TSE JV
Amendment needs Civil Services Commission and Board of Supervisors approval.

The two resolutions before you today require Board of Supervisors approval to be in compliance with Section 9.118 of the administrative code.



London Breed, Mayor

Amanda Eaken, Chair
Stephanie Cajina, Director
Steve Heminger, Director

Fiona Hinze, Director
Manny Yekutieli, Director

Jeffrey Tumlin, Director of Transportation

July 23, 2023

**The Honorable Members of the Board of Supervisors
City and County of San Francisco
1 Dr. Carlton Goodlett Place, Room 244
San Francisco, CA 94102**

***Subject: Request for Approval –Amendment No. 13 to SFMTA Contract No. CS-155-3
with HNTB-TSE, - Increase Contract Value by \$1million and extend Contract
Term by 1 year***

Honorable Members of the Board Supervisors:

The San Francisco Municipal Transportation Agency (SFMTA) requests that the San Francisco Board of Supervisors retroactively approve Amendment No. 13 to SFMTA Contract No. CS-155-3: Surface Segment, Trackways, Systems, Quality Control and Design Integration, with HNTB-TSE JV to increase the contract amount \$1,000,000 for a total amended contract amount not to exceed \$35,857,691, and to extend the term of the Contract one year from June 30, 2023 to July 1, 2024, with the option to extend the term of the Contract an additional one year to July 1, 2025 for an additional amount not to exceed \$1,000,000, said option to be exercised by the SFMTA Board of Directors.

BACKGROUND

In 2010, the SFMTA Board of Directors approved Contract CS-155-3 (Contract) to HNTB-TSE JV to design the trackway and control systems for the Central Subway Project (Project), for an amount not to exceed \$32,294,319, for a ten-year term with option to extend the term two years.

HNTB-TSE JV designed the Project trackway and systems. During construction the Consultant provided engineering support services to review and respond to construction contract or submittals, requests for information (RFIs) concerning design issues, requests for substitution, change order requests and contract claims, and to verify design compliance.

The Contract previously was modified twelve times to compensate HNTB-TSE for additional work to address unexpected site conditions and design changes required by the SFMTA, and to extend the contract as necessary due to Central Subway Project construction delays. Staff had requested two-year extension of the Contract, but the SFMTA Board of Directors only approved a one-year extension with the option to extend the Contract one additional year, subject to SFMTA Board approval.

AMENDMENT NO. 13

The SFMTA seeks to extend the Contract with CSDG so the firm can provide engineering and design services to support the Agency in the project closeout phase of the Central Subway Project and provide support design and construction support services for systems and trackway improvements necessary to address operations issues such as work that may be required on this fixed guideway infrastructure, which will include:

- Preparation of bid documents (construction designs and specifications).
- Review and respond to contractor submittals, requests for information (RFIs), requests for substitution, and contract claims.
- Update design drawings and specifications as needed to memorialize approved project changes.

Please note that the Contract term expired on June 30, 2023, after the SFMTA Board approved the Contract Modification but before hearing before the Board of Supervisors could be scheduled. The Board of Supervisors' approval of this Contract Modification (if approved) will be retroactive to June 30, 2023.

ALTERNATIVES COSIDERED

The additional engineering and construction support work could potentially be put out to bid under a separate contract, but doing so would delay critical close out tasks and follow-on work for the Central Subway Project. In addition, it would be more costly to contract that work to a different firm that would not have the experience and expertise gained from designing and supporting the Project that HNTB has gained over the past 13 years and a new engineering design firm would not be familiar with Central Subway operating requirements and systems.

STAKEHOLDER ENGAGEMENT

Throughout the project, the Central Subway team has participated in numerous community and merchant meetings to provide status updates.

FUNDING IMPACT

The estimated cost of services during the proposed extension period is \$1,000,000. Work related to Central Subway closeout work is associated with the Estimate at Completion (EAC) cost, which include the use of Proposition B Population-Baseline General Funds, reallocation of some SFMTA Revenue Bonds and State Proposition 1B Bond Funds. Additional work by task will be funded via a variety of sources through the SFMTA's adopted 5-Year Capital Improvement Program.

SFMTA BOARD ACTION

On June 6, 2023, The SFMTA Board of Directors approved Amendment No. 13 to Contract No. CS-155-3, Architectural and Engineering Services for the Final Design and Construction of the

Central Subway Project with the Central Subway Design Group, to increase the contract amount \$1,000,000 for a total amended contract amount not to exceed \$36,857,691, and to extend the term of the Contract one year from June 30, 2023 to July 1, 2024, with an option for the SFMTA Board to extend the term of the Contract an additional \$1 million for one year to July 1, 2025.

REQUEST FOR APPROVAL

The SFMTA respectfully requests that the Board of Supervisors approve Amendment No. 13 to Contract No. CS-155-3, Surface Segment, Trackways, Systems, Quality Control and Design Integration, with HNTB-TSE JV.

Thank you for your consideration of the proposed amendment. Should you have any questions or require more information, please do not hesitate to contact me.

Sincerely,



Jeffrey P. Tumlin
Director of Transportation

**CITY AND COUNTY OF SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

**THIRTEENTH Amendment to Agreement between the City and County of San Francisco
and
HNTB-TSE 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)**

**Contract No. CS-155-3
Design Package #3**

The City and County of San Francisco ("City"), by and through its Municipal Transportation Agency ("SFMTA") and HNTB-TSE JV ("Consultant" or "Designer"), a joint venture between HNTB Corporation and Transit Systems Engineering, Inc., entered into Contract CS-155-3, dated April 22, 2010 ("the Agreement") for the final design of Surface, Track and Systems for the SFMTA's Central Subway Project for a term of 10 years and a contract amount of \$32,294,319.

The Agreement has been amended twelve times previously, to extend the term of the Agreement to June 30, 2023 and to increase the contract amount to \$34,857,691.

This Thirteenth Amendment to the Agreement will extend the Term of the Agreement one year and will increase the not-to-exceed Contract Amount an additional \$1,000,000, so that Consultant may perform Additional Services necessary for the design and completion of the Central Subway Project, as requested by the SFMTA.

NOW THEREFORE, the Consultant and the SFMTA agree to modify the Agreement, as follows:

A. AMENDMENT

1. Section 1.3 (Term) is amended to extend the Term of the Contract by One Year to July 1, 2024. Section 1.3 is deleted in its entirety and replaced with the following:

1.3 Term. This Agreement shall be in effect upon final approval by the Parties and shall continue for a period of Thirteen (13) Years and Sixty-Three days, expiring on July 1, 2024, unless extended by the SFMTA Board's exercise of an option to extend the Agreement one additional year, or unless sooner terminated in accordance with the Agreement.

2. Section 13.3.1 (Total Amount) is amended to increase the Contract Amount \$1,000,000 for a total amended Contract Amount not to exceed \$35,857,691. Section 13.3.1 is deleted and replaced in its entirety with the following:

3.3.1 The total amount of compensation under this Agreement for all Work performed by Consultant shall not exceed Thirty-Five Million Eight Hundred Fifty Seven Thousand Six Hundred Ninety-One Dollars (\$35,857,691). The SFMTA shall pay Consultant for authorized Additional Work in accordance with the hourly labor and overhead rates stated in the Agreement,. Consultant is not guaranteed receipt of all or any specific portion of said funds, but shall be paid for the Additional Work requested by the SFMTA, as described in Section B, below.

3. Option to Extend Contract Term and Increase Contract Amount. Subject to the SFMTA Board of Directors' approval, the SFMTA has the option to extend the Term of the Agreement one additional year (to July 1, 2025) and to increase the Contract Amount an additional \$1,000,000 for a total Contract Amount not to exceed \$36,857,691 compensate Consultant for Additional Work to be performed during said extension period.

B. Description of Additional Work

As directed by the SFMTA, Consultant shall perform additional extended design and construction support services and tasks as Additional Work to support the close-out of SFMTA Contract 1300 (for construction of trackways, stations and systems) and to support follow-on construction contracts necessary to complete Central Subway fixed guideway and stations improvements, which include the following work:

Task A-16 Design Services During Construction

1. Designs and Design Team Support
2. Responses to Requests for Information
3. Submittals Review
4. Construction Phase Project Management and Administration
5. Field Visits/Meetings
6. Review and Drafting of Change Proposals / Value Engineering Analyses

C. Summary Of Amendment

Total Amount of this Thirteenth Amendment:	\$ 1,000,000
Previous Total Contract Amount:	\$ 34,857,691
New Revised Total Contract Amount:	\$ 35,857,691
Total Contract Time added by this Contract Modification:	366 Days
Previous Contract Completion Date:	June 30, 2023
New Revised Contract Completion Date:	July 1, 2024

D. Effective Date

This Thirteenth Amendment to the Agreement shall be effective on June 30, 2023.

E. No Other Changes To The Agreement

Except as expressly stated in this Amendment, all other terms and conditions of the Agreement remain unchanged. .

Signatures on following page.

In Witness Whereof, the parties have executed this Modification in San Francisco, California as of this _____ day of _____, 2023.

CITY	CONSULTANT
Recommended:	Approved:
By: _____ Nadeem S. Tahir, P.E. Program Director SFMTA	By: <u>Jeff Watson</u> Jeff Watson HNTB Corporation HNTB-TSE JV
Approved:	
By: _____ Jeffrey Tumlin Director of Transportation SFMTA	
Approved as to form:	
David Chiu City Attorney	
By: _____ Robert K. Stone Deputy City Attorney	
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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;

- Assessment of geological hazards and development of the CBC2010 seismic design criteria;
- Shallow and deep foundation design recommendations for Fourth/Brannan Street surface station (with a 42" sewer under the proposed station) and marquee pole for artwork;
- Settlement Analysis for both shallow and deep foundation systems;
- Corrosivity Analysis for foundation system; and
- Geotechnical engineering recommendations for grading during excavation and backfill against the foundation.

Consultant shall produce the following Deliverables under Task 3.10:

- Geotechnical Report for Fourth/Brannan Station [Draft at NTP+12 weeks]
[Final at 14 days after draft]

Additional Compensation:

City shall pay Consultant Sixty-Four Thousand Twenty-Seven Dollars (\$64,027.00) in full satisfaction and accord for the Additional Work described in this Section C of this First Amendment.

D. PREVIOUSLY EXERCISED 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 amended 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 A-9.2, 12.05, 12.12E, 12.13F	#0933	\$665,574	\$73,213	(\$665,574)	(\$73,213)
Tasks A12.01, 12.02, 12.07, 12.11	#1213	\$209,819	\$23,080	(\$209,819)	(\$23,080)

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.



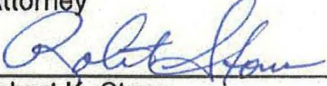
3. Summary of First Amendment:

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

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 17th day of January, 2012.

CITY	CONSULTANT
<p>Approved:</p> <p>By: </p> <p>Edward D. Reiskin Director of Transportation SFMTA</p> <p>Dated: <u>1.18.12</u></p>	<p>Approved:</p> <p>By: </p> <p>Anthony Marraro HNTB-B&C Principal Central Subway Design Group</p> <p>Dated: <u>12/19/11</u></p>
<p>Approved as to form:</p>	
<p>Dennis J. Herrera City Attorney</p> <p>By: </p> <p>Robert K. Stone Deputy City Attorney</p> <p>Dated: <u>1-13-12</u></p>	

CONTRACT FOR CENTRAL SUBWAY

FINAL DESIGN PACKAGE # 3

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

SECOND AMENDMENT



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

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

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

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 Second Amendment is dated for convenience as February 13, 2012.

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

B. Vibration Impact Analysis for 570 4th Street

Appendix A, Task 12.10, "Acoustics, Noise and Vibration" is amended as follows:

Task 12.10 Acoustics, Noise and Vibration

Services

Acoustically design jet fans (if required) to comply with City noise ordinance and FTA guidelines (i.e. DB levels for required testing and maintenance).

Provide vibration impact analysis for 570 4th Street.

Assumptions and Exceptions –

Acoustical requirements for jet fans will be shown in mechanical drawings and specified in the Mechanical technical specifications

Consultant shall produce the following Deliverables under Task 12.10:

- Vibration Impact Analysis Memorandum for 570 4th Street [Draft at NTP+ 5 weeks]
[Final at 14 days after draft]

Additional Compensation:

City shall pay Consultant Thirty-Eight Thousand Three Hundred Eighty Dollars (\$38,380.00) in full satisfaction and accord for the Additional Work described in this Section B of this Second Amendment.

C. PREVIOUSLY EXERCISED 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)

D. 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, Four Hundred Sixty Eight Thousand, Four Hundred and Thirty Dollars (\$26,468,430)~~ Twenty Six Million, Five Hundred Sixty-One Thousand, Five Hundred and Twenty-Two Dollars (\$26,561,522) for Basic Services, and an additional ~~Five Million Nine Hundred Seventy-Eight Thousand Seven Hundred Seventy One Dollars (\$5,978,771)~~ 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 Seventeen Thousand, and Seventy-Five Dollars~~

~~(\$2,517,075)~~ **Two Million, Five Hundred Twenty-Six Thousand, and Two Hundred Twenty Dollars (\$2,526,220)** for Basic Services and an additional ~~Five Hundred Seventy-Nine Thousand Five Hundred Fifty-Seven Dollars (\$579,557)~~ **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.


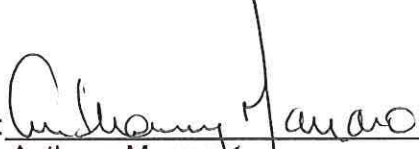
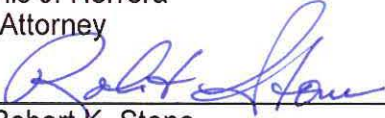
3. Summary of Second Amendment:

Total Amount of this Second Amendment: Increase:	\$38,380.00
Previous Total Contract Amount:	\$32,447,201.00
New Revised Total Contract Amount:	\$32,485,581.00

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 _____ day of _____, 201__.

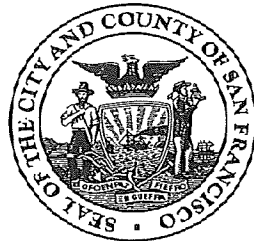
CITY	CONSULTANT
<p>Approved:</p> <p>By:  _____ Edward D. Reiskin Director of Transportation SFMTA</p> <p>Dated: <u>3-9-2012</u></p>	<p>Approved:</p> <p>By:  _____ Anthony Marraro HNTB-B&C Principal Central Subway Design Group</p> <p>Dated: <u>2/17/2012</u></p>
<p>Approved as to form:</p>	
<p>Dennis J. Herrera City Attorney</p> <p>By:  _____ Robert K. Stone Deputy City Attorney</p> <p>Dated: <u>3/6/2012</u></p>	

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 continued 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 EXERCISED 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.

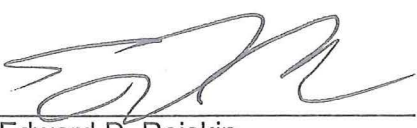
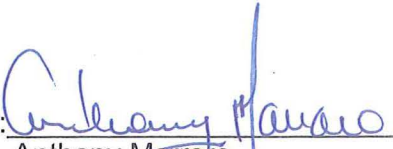
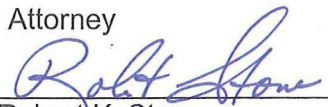
3. Summary of Third Amendment:

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 _____ day of _____, 201__.

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:</p> <p>By:  _____ Anthony Marraro HNTB-B&C Principal Central Subway Design Group</p> <p>Dated: <u>4/16/2012</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>4-24-2012</u></p>	

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 4th 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, 3rd 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.


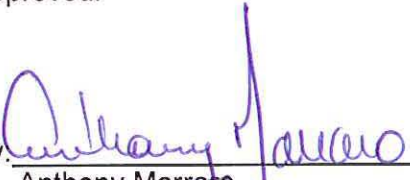

3. Summary of Fourth Amendment:

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

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 _____ 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&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>	



SIGNATURE ROUTING

SUBJECT:	Fifth Amendment for Contract CS-155-3, for Additional Design Scope to Provide Blue-light Emergency Phone at Sunset Tunnel for Central Control and Communications (C3) Program.
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Executive Summary of Signature Request:

Contract CS-155-3, for Central Subway Design Package #3: Surface Segment, Trackways, Systems, Quality Control and Design Integration, was awarded to the HNTB – B&C Joint Venture on April 13, 2010 by the San Francisco Board of Supervisors, and Notice to Proceed issued on April 28, 2010.

Part B of the Contract provides design services for the Central Control and Communications (C3) Program. The engineering design of the Blue-light Emergency Phone System replacement is a part of the contract scope. SFMTA has decided to expand the emergency phone system to the Sunset Tunnel. This is additional engineering design work to the consultant service contract.

This request is to authorize contract modification to the consultant service contract. The amount authorized is \$180,951.

Final Routing	Approval Authority	Signature	Date	Comments
7	Ed Reiskin Director of Transportation			
6	Vince Harris Director, Capital Programs and Construction		4/23/13	
5	Shahnam Farhangi, Division Deputy, Contract Administration		4/22/13	
4	John Funghi Central Subway, Senior Program Manager		4-18-13	
3	Rob Stone Deputy City Attorney		4/17/13	Return for attorney signature after consultant signs.
2	Drew Howard Division Deputy, Program Management & Project Relation		15 April 13	
1	Frank Lau C3 Project Manager		4/15/13	

CONTRACT FOR CENTRAL SUBWAY
FINAL DESIGN PACKAGE # 3
SURFACE, TRACK, AND SYSTEMS,
QUALITY CONTROL AND DESIGN INTEGRATION
FIFTH AMENDMENT



**Fifth 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 described as part of the original Scope of Work of the Agreement; and

WHEREAS, for system safety, compatibility, and consistency in system operations, additional services are required to complete the design of the Blue Light Telephone system in the Sunset Tunnel to be identical and compatible to the rest of the Muni Metro system currently being designed by the Consultant, and

The Consultant and SFMTA subsequently negotiated this Fifth Amendment to the Agreement; ("Fifth Amendment");

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

A. CONSTRUCTION OF FIFTH 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 Fifth Amendment.
3. The amounts stated in this Fifth 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 Fifth Amendment, all other terms and conditions of the Agreement remain unchanged. No provision of this Fifth 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 Fifth Amendment is dated for convenience as March 5, 2013.
5. Consultant hereby acknowledges and agrees that the amounts agreed for the Additional Work described in this Fifth 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 Fifth Amendment, the signatories certify that each is authorized to execute this Fifth Amendment and thereby bind the party he or she represents.

B. 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), Blue Light Telephone Replacement Contract for issuance of contract addenda to bidders:

1. Site survey of Sunset Tunnel and Carl Traction Power Substation
2. Interface and coordinate with Contract 1270: Sunset Trackway Refurbishment Project
3. Design Blue Light Telephone electrical and communications systems for Sunset Tunnel.
4. Design structural attachments and wall penetrations for conduit, wireway, and Blue Light Telephones in tunnels, and on structures and retaining wall
5. Issue the revised drawings and spec pages as supplemental submittals and with final package
6. Provide construction scheduling support and cost estimating for the additional work.
7. Provide additional construction and bid support for the additional areas of design

1. Task B12.01 Civil

Services:

- a. Issue new and revised drawings and specifications

Deliverables:

<u>Subtask</u>	<u>Deliverables</u>	<u>When Due</u>
B12.01	Drawings and specifications	Pre-Final and Final

2. Task B12.04 Structural

Services:

- a. Design structural attachments and wall penetrations for conduit, wireway, and Blue Light Telephones in tunnels, and on structures and retaining walls
- b. Issue new and revised drawings and specifications as a supplemental submittal and final package

Deliverables:

<u>Subtask</u>	<u>Deliverables</u>	<u>When Due</u>
B12.04	Drawings and specifications	Pre-Final and Final

3. Task B12.12 Electrical

Services:

- a. Issue new and revised drawings and specifications

Deliverables:

<u>Subtask</u>	<u>Deliverables</u>	<u>When Due</u>
B12.12	Drawings and specifications	Pre-Final and Final

4. Task B12.13 Systems

Services:

- a. Issue new and revised drawings and specifications

Deliverables:

<u>Subtask</u>	<u>Deliverables</u>	<u>When Due</u>
B12.13	Drawings and specifications	Pre-Final and Final

4. Task B13.20 Construction Schedule

Services:

- a. Issue updated construction schedule

Deliverables:

<u>Subtask</u>	<u>Deliverables</u>	<u>When Due</u>
B13.20	Construction Schedule	Final

5. Task B15.10 Bid Support

Services:

- a. As-Needed Bid Support including cost estimating

Deliverables:

<u>Subtask</u>	<u>Deliverables</u>	<u>When Due</u>
B15.10	Bid Support	As directed by SFMTA

Additional Compensation:

City shall pay Consultant One hundred eighty thousand, nine hundred fifty-one dollars (\$180,951) in full satisfaction and accord for the Additional Work described in this Section B of this Fifth Amendment.

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

Previous Contract
Total \$33,123,011

Amend 5		\$163,019	\$17,932	\$180,951					
Total w/ Amend 5		\$25,200,545	\$2,654,396	\$2,930,090	\$27,854,942	\$4,921,960	\$527,059	(\$1,920,447)	\$5,449,020

New Contract
Total \$33,303,962

D. 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 Seven Million, Six Hundred Seventy Three Thousand Nine Hundred Ninety-one Dollars (\$27,673,991)~~ **Twenty Seven Million, Eight Hundred Fifty-Four Thousand, Nine Hundred Forty-Two Dollars (\$27,854,942)** 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 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, Six Hundred Thirty Six Thousand, Four Hundred Sixty-Four Dollars (\$2,636,464)~~ **Two Million, Six Hundred Fifty-Four Thousand, Three Hundred Ninety-Six Dollars (\$2,654,396)** 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 Fifth Amendment:

Total Amount of this Fifth Amendment:	Increase:	\$180,951
Previous Total Contract Amount:		\$33,123,011
New Revised Total Contract Amount:		\$33,303,962

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 29th day of April, 2013.

CITY	CONSULTANT
Approved:	Approved:
By:  Edward D. Reiskin Director of Transportation SFMTA	By:  Chris Peters HNTB Corporation HNTB-B&C JV
Dated: <u>4-24-13</u>	Dated: <u>4/17/2013</u>
Approved as to form:	
Dennis J. Herrera City Attorney	
By:  Robert K. Stone Deputy City Attorney	
Dated: <u>4-18-13</u>	

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
Approved:	Approved:
By:  Edward D. Reiskin Director of Transportation SFMTA	By:  Darlene Gee HNTB Corporation HNTB-B&C JV
Dated: <u>4-20-15</u>	Dated: <u>4/15/15</u>
Approved as to form:	
Dennis J. Herrera City Attorney	
By:  Robert K. Stone Deputy City Attorney	
Dated: <u>4/17/2015</u>	

City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave. 7th floor
San Francisco, California 94103

8th Amendment to the Design 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

and

Assignment and Assumption Agreement between Transit Systems Engineering, Inc. and B&C Transit, Inc. and the San Francisco Municipal Transportation Agency

**(Third Street Light Rail Project, Phase 2), SFMTA Contract No. CS-155-3.
Design Package #3**

This 8th Amendment to the Design 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 and Assignment and Assumption Agreement between Transit Systems Engineering, Inc., B&C Transit, Inc., HNTB – B&C JV and the San Francisco Municipal Transportation Agency (this “Amendment”) is dated for convenience as August 13, 2018, in San Francisco, California, by and between B&C Transit, Inc. (“Assignor”) and Transit Systems Engineering, Inc. (“Assignee”), approved by the City and County of San Francisco, by and through its Municipal Transportation Agency (“City” or “SFMTA”) and HNTB – B&C JV.

RECITALS

WHEREAS, Assignor is a party to the Design Agreement (as defined below); and

WHEREAS, Assignor desires to assign its obligations under the Design Agreement, and Assignee desires to assume those obligations, each on the terms and conditions set forth herein; and

WHEREAS, Assignor is a member of an unregistered joint venture partnership, HNTB – B&C JV, which is contracted with the SFMTA to provide professional engineering services for the design of the Central Subway Project trackway and control systems, under the Design Agreement, SFMTA Contract CS-155-3, dated February 16, 2010; and

WHEREAS, under the Design Agreement, the joint venture partners of HNTB-B&C JV are jointly and severally liable for the joint venture’s performance of the Design Agreement; and

WHEREAS, Assignee will replace Assignor as a member of the joint venture, which will in the future be called “HNTB – TSE JV,” which shall be an unregistered joint venture between HNTB and Assignee; and

THEREFORE, in consideration of the promises and the mutual covenants contained in this Assignment Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

(a) **Design Agreement.** The term "Design Agreement" shall mean the "Agreement between the City and County of San Francisco, a municipal corporation, acting through its Municipal Transportation Agency (City or Agency) and HNTB-B&C JV, A Joint Venture between HNTB Corporation and B&C Transit, Inc. 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) Systems Design, SFMTA Contract No. CS-155-3, dated February 16, 2010. The term "Design Agreement" shall include the seven prior amendments to the Design Agreement, which are listed in Section 12 of this Amendment, which are incorporated by reference here.

(b) **Effective Date.** "Effective Date" shall mean the date this Amendment is approved by the SFMTA, as indicated on the signature page of this Amendment, below.

(c) **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Assignment Agreement.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Design Agreement and all of Assignor's duties and obligations thereunder, to the extent arising on or after the Effective Date.

3. **Assumption.** Assignee hereby accepts the assignment transfer and conveyance set forth in Section 2 and agrees to perform all of Assignor's duties and obligations under the Agreement, to the extent arising on or after the Effective Date.

4. **Mutual Indemnities**

(a) **Assignor.** Assignor shall indemnify, defend and protect Assignee, and hold Assignee harmless from and against, any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees) arising out of (a) any failure of Assignor to convey its interest pursuant to Section 2, free and clear of all third-party liens, claims or encumbrances or (b) any breach by Assignor of the Design Agreement or any other failure to perform or observe any of the duties or obligations of Assignor thereunder, to the extent such breach or failure arises prior to the Effective Date.

(b) **Assignee.** Assignee shall indemnify, defend and protect Assignor, and hold Assignor harmless from and against, any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees) arising out of any breach by Assignee of the Design Agreement or any other failure to perform or observe any of the duties or obligations thereunder assumed by Assignee pursuant to this Amendment.

5. **Assignor is Guarantor.** Assignor agrees that it shall fully warrant and guarantee without limitation the work and performance of Assignee's obligations under the Design Agreement.

6. **Governing Law.** This Amendment shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

7. **Headings.** All section headings and captions contained in this Amendment are for reference only and shall not be considered in construing this Amendment.

8. **Entire Agreement.** This Amendment sets forth the entire agreement between Assignor and Assignee relating to the assignment of the Design Agreement and supersedes all other oral or written provisions.

9. **Further Assurances.** From and after the date of this Amendment, Assignor and Assignee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary to complete the conveyance contemplated by this Amendment or as may be required by City.

10. **Severability.** Should the application of any provision of this Amendment to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Amendment shall not be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of Assignor, Assignee and City.

11. **Successors; Third-Party Beneficiaries.** Subject to the terms of the Agreement, this Amendment shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Except as set forth in Section 12, nothing in this Amendment, whether express or implied, shall be construed to give any person or entity (other than City and the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Amendment or any covenants, conditions or provisions contained herein.

12. **Notices.** All notices, consents, directions, approvals, instructions, requests and other communications regarding this Amendment or the Design Agreement shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below). All communications sent in accordance with this Section shall become effective on the date of receipt. From time to time Assignor, Assignee or City may designate a new address for purposes of this Section by notice to the other signatories to this Amendment.

If to Assignor:

Alberto Fernandez
President
B&C Transit, Inc.
7955 Edgewater Drive
Oakland, CA 94621
bcntransit.com

with a copy to:

Darlene Gee
Principal in Charge
HNTB & B&C JV
1111 Broadway, Suite 900
Oakland, CA 94607

If to Assignee:

Alberto Fernandez, President
Transit Systems Engineering, Inc.

2200 Powell St., Suite 300
Emeryville, CA 94608
510.285.6639

If to City:

Shahnam Farhangi
Division Deputy for Contract Administration,
Capital Projects and Construction Division
SFMTA
1 South Van Ness Avenue, 3rd floor
San Francisco, CA 94103
shahnam.farhangi@sfmta.com

with a copy to:

Albert Hoe
Program Manager
Central Subway Program
1 South Van Ness Avenue, 7th floor
San Francisco, CA 94103
albert.hoe@sfmta.com

12. Consent of City; No Release of Assignor; Waivers.

- a. Each of Assignor and Assignee acknowledges that the prior written consent of City to this Amendment is required under the terms of the Agreement. City shall be a third party beneficiary of this Amendment (other than Section 4) and shall have the right to enforce this Amendment. Neither this Amendment nor the consent of City set forth below shall release Assignor in whole or in part from any of its obligations or duties under the Design Agreement if Assignee fails to perform or observe any such obligation or duty.
- b. Assignor has entered into this Amendment and obtained such consent of City based solely upon Assignor's independent investigation of Assignee's financial condition and ability to perform under the Agreement, and Assignor assumes full responsibility for obtaining any further information with respect to Assignee or the conduct of its business after the date of this Amendment. Assignor waives any right to require City to (a) proceed against any person or entity including Assignee, (b) proceed against or exhaust any security now or hereafter held in connection with the Agreement, or (c) pursue any other remedy in City's power.
- c. Assignor waives any defense arising by reason of any disability or other defense of Assignee or any other person, or by reason of the cessation from any cause whatsoever of the liability of Assignee or any other person. Assignor shall not have and hereby waives any right of subrogation to any of the rights of City against Assignee or any other person and Assignor waives any right to enforce any remedy of Assignor against Assignee (including, without limitation, Section 4(b)) or against any other person unless and until all obligations to City under the Design Agreement and this Amendment have been paid and satisfied in full.

- d. Assignor waives any benefit of any right to participate in any collateral or security whatsoever now or hereafter held by City with respect to the obligations under the Agreement.
- e. Assignor authorizes City, without notice or demand and without affecting Assignor's liability hereunder or under the Design Agreement to: (i) renew, modify or extend the time for performance of any obligation under the Agreement; (ii) take and hold security for the payment of any obligation under the Design Agreement and exchange, enforce, waive and release such security; and (iii) release or consent to an assignment by Assignee of all or any part of the Design Agreement.

13. **Included Amendments.** The Agreement and the following seven amendments to the Design Agreement are hereby incorporated by reference to this Amendment. The Amendments to the Design Agreement are assigned under this Amendment and in the same manner as the original Design Agreement:

- 1. First Amendment to the Agreement, dated January 17, 2012
- 2. Second Amendment to the Agreement, dated March 7, 2012
- 3. Third Amendment to the Agreement, dated May 4, 2012
- 4. Fourth Amendment to the Agreement, dated July 11, 2012
- 5. Fifth Amendment to the Agreement, dated April 24, 2013
- 6. Sixth Amendment to the Agreement, dated June 11, 2014 (retroactively approved on June 28, 2018)
- 7. Seventh Amendment to the Agreement, dated April 20, 2015

The remainder of this page is intentionally left blank.

In signing this Eighth Amendment, each signatory certifies that each he or she is authorized to execute this Amendment and thereby bind the party he or she represents.

ASSIGNOR

B&C Transit Inc.

City Vendor No. 24824

By: 
Alberto Fernandez
President

ASSIGNEE


Transit Systems Engineering, Inc.

City Vendor No. 98887

By: 
Alberto Fernandez
President

HNTB – B&C JV

HNTB – B&C JV acknowledges and agrees that this Amendment shall not relieve HNTB or HNTB – B&C JV of any obligation stated in the Design Agreement, and that it fully consents to the assignment of all obligations of B&C Transit under the Design Agreement to Transit Systems Engineering, Inc.

Agreed: 
Darlene Gee
Principal in Charge
HNTB – B&C JV


CITY

Subject to Section 12 of this Amendment, City hereby consents to the assignment and assumption, as described in Sections 2 and 3 of this Assignment Agreement.

Approved:

Edward D. Reiskin
Director of Transportation
Date of Approval: _____

Approved as to Form:

Dennis J. Herrera
City Attorney

Robert K. Stone
Deputy City Attorney

In signing this Eighth Amendment, each signatory certifies that each he or she is authorized to execute this Amendment and thereby bind the party he or she represents.

ASSIGNOR

B&C Transit Inc.
City Vendor No. 24824

By: 
Alberto Fernandez
President

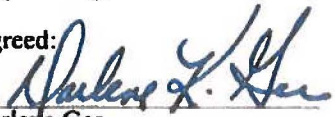
ASSIGNEE

Transit Systems Engineering, Inc.
City Vendor No. 98867

By: 
Alberto Fernandez
President


HNTB – B&C JV


HNTB – B&C JV acknowledges and agrees that this Amendment shall not relieve HNTB or HNTB – B&C JV of any obligation stated in the Design Agreement, and that it fully consents to the assignment of all obligations of B&C Transit under the Design Agreement to Transit Systems Engineering, Inc.

Agreed: 
Darlene Gee
Principal in Charge
HNTB – B&C JV

CITY

Subject to Section 12 of this Amendment, City hereby consents to the assignment and assumption, as described in Sections 2 and 3 of this Assignment Agreement.

Approved:

Edward D. Reiskin
Director of Transportation
Date of Approval: 9/20/2018

Approved as to Form:
Dennis J. Herrera
City Attorney

Robert K. Stone
Deputy City Attorney

Certificate Of Completion

Envelope Id: 1A8A90207CF345D5AFB4EDCA1415A969
 Subject: Please DocuSign: CS-155-3 - Mod#8.pdf
 Source Envelope:
 Document Pages: 7
 Certificate Pages: 1
 AutoNav: Enabled
 Envelope Stamping: Disabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Michelle Lim
 1 South Van Ness, 3rd Floor
 San Francisco, CA 94103
 Michelle.Lim@sfmta.com
 IP Address: 75.10.236.1

Record Tracking

Status: Original
 9/20/2018 2:36:22 PM

Holder: Michelle Lim
 Michelle.Lim@sfmta.com

Location: DocuSign

Signer Events

Edward D. Reiskin
 Ed.Reiskin@sfmta.com
 OK

Signature



Timestamp

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 Viewed: 9/20/2018 2:53:06 PM
 Signed: 9/20/2018 2:53:41 PM

SFMTA
 Security Level: Email, Account Authentication
 (None)

Signature Adoption: Uploaded Signature Image
 Using IP Address: 107.77.212.53
 Signed using mobile

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Sophia Simpliciano
 sophia.simpliciano@sfmta.com
 Executive Secretary to the SFMTA DOT
 San Francisco Municipal Transportation Agency
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 9/20/2018 2:42:17 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Event	Status	Timestamp
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Certified Delivered	Security Checked	9/20/2018 2:53:06 PM
Signing Complete	Security Checked	9/20/2018 2:53:41 PM
Completed	Security Checked	9/20/2018 2:53:41 PM

Payment Events

Status

Timestamps

City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave. 7th floor
San Francisco, California 94103

**Ninth Amendment to the Design Agreement between the City and County of San Francisco
and HNTB-TSE 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
Design Package #3**

WHEREAS, The City and County of San Francisco (“City”), by and through its Municipal Transportation Agency (“SFMTA”) and HNTB – TSE JV (“Consultant” or “Designer”), a joint venture between HNTB Corporation and Transit Systems Engineering, Inc., entered into Contract CS-155-3 (“the Agreement”) for the final design of Surface, Track and Systems for SFMTA’s Central Subway Project and related construction support services; and

WHEREAS, Consultant and SFMTA subsequently negotiated this Ninth Amendment to the Agreement (“Ninth Amendment”) to confirm completion of Part B3 tasks and to subtract from the Contract Amount \$182,578, which is the remaining value of funds dedicated to those tasks, and to add \$110,249 to the Contract Amount to compensate Consultant for additional hours of Part B1 construction support tasks that the Consultant will perform;

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

A. Construction Of Ninth Amendment

1. Where a new section is added in its entirety or a section has been deleted or replaced its entirety, the text so indicates.
2. Unless otherwise specifically stated, the Consultant is the party responsible for performing the Work described in the Ninth Amendment.
3. The amounts stated in this Ninth Amendment as compensation for agreed upon work described herein is full compensation for said 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 Work.
4. Except as specifically provided in this Ninth Amendment, all other terms and condition of the Agreement remain unchanged. No provision of this Ninth Amendment shall amend any agreement or contract other than the “Agreement between the City and County of San Francisco and HNTB- TSE 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 Ninth Amendment is dated for convenience as August 31, 2018.

5. Consultant hereby acknowledges and agrees that the amounts agreed for the Work described in this Ninth Amendment shall be in full accord and satisfaction of all current prospective costs incurred in connection with Consultant's performance of said 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 cost 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 Ninth Amendment, the signatories certify that each is authorized to execute this Ninth Amendment and thereby bind the party he or she represents.

B. Description of Work

Task B1-16 Integrated System Replacement Construction Support

The Contract Amount is increased One Hundred Ten Thousand Two-Hundred Forty-Nine Dollars (\$110,249) to compensate Consultant for additional hours performing extended construction support services and for completion of the following tasks:

1. Confirm quantity of spare parts delivered by Contractor, and verify the condition of the parts through visual inspection and electrical testing.
2. Modify existing station fire alarm system to interface electrically with new Public Announcement (PA) system.
3. Connect output of new Muni PA system to input of BART mezzanine PA system at downtown stations.
4. Verify that Muni subway fan status is communicated to BART central control.
5. Review, track, and verify completion of contractor's responses to SFMTA comments on the operational manual and as-built drawing submittals.
6. Oversee contractor's completion of punch-list Work as directed by the SFMTA, and verify resolution of construction and software issues for SFMTA final acceptance of contractor's Work.

Task B3-16 Transportation Management Center Construction Support Cost Savings

The value of the Work described in Appendix A of the Agreement as Task B3 (1455 Market Street, Transportation Management Center) is reduced by One Hundred Eighty-Two Thousand, Five Hundred Seventy-Eight Dollars (\$182,578), which represents the value of cost savings achieved through unspent labor and overhead amounts during performance of the Work. Said tasks are now complete, and Consultant shall not perform any additional Work on those tasks.

This Amendment amends the Contract Amount for a net decrease of \$72,329, for an amended total Contract Amount of \$34,857,691.

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. 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
Amend 7	\$321,249	\$35,337	\$356,586	\$29,481,000				\$5,449,020
Amend 8	\$0	\$0	\$0	\$29,481,000				\$5,449,020
Sub Total	\$26,665,462	\$2,815,538	\$4,556,148	\$29,481,000	\$4,921,960	\$527,059	\$(1,920,447)	\$5,449,020

Previous
Contract Total \$34,930,020

Amend 9	(\$83,235)	\$10,906	(\$72,329)					
Total with Amend 9	\$26,582,227	\$2,826,444	\$4,483,819	\$29,408,671	\$4,921,960	\$527,059	\$(1,920,447)	\$5,449,020

New Contract
Total \$ 34,857,691

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 Eight Thousand, Six Hundred Seventy One Dollars (\$29,408,671) 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:

6.4.1 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 Twenty Six Thousand, Four Hundred Forty Four Dollars (\$2,826,444) 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 Ninth Amendment:

Total Amount of this Ninth Amendment (Decrease):	(\$72,329)
Previous Total Contract Amount:	\$34,930,020
New Revised Total Contract Amount:	\$ 34,857,691

E. Release of Claims

Consultant releases the City from any claim for additional compensation for the Work described in Section B. Consultant acknowledges that the parties in good faith negotiated the reduction in the Total Amount of the Agreement, as stated in Section D, and Consultant acknowledges and agrees that the remaining value of the Agreement is fair and full compensation for the Services and other work that Consultant has rendered or may render or detriment that Consultant has incurred or may incur under this Agreement, as modified by this Amendment.

F. Contract Time

This Amendment does not modify the term of the Agreement.

G. Limits of Amendment

Except as specifically provided in this Ninth Amendment, all other terms and conditions of the Agreement remain unchanged. No provision of this Amendment shall amend any agreement or contract other than the "Agreement between the City and County of San Francisco and HNTB-TSE 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.

In signing this Ninth Amendment, each signatory certifies that each he or she is authorized to execute this Amendment and thereby bind the party he or she represents.

CITY

CONSULTANT

Approved:

Approved:

By: _____
Edward D. Reiskin
Director of Transportation
SFMTA

By: Darlene F. Gee
Darlene Gee
Principal in Charge
HNTB – B&C JV

Dated: _____

Dated: 10/25/2018

Approved as to Form:

Dennis J. Herrera
City Attorney

By: Robert K. Stone
Robert K. Stone
Deputy City Attorney


Dated: 11-30-2018

Except as specifically provided in this Ninth Amendment, all other terms and conditions of the Agreement remain unchanged. No provision of this Amendment shall amend any agreement or contract other than the "Agreement between the City and County of San Francisco and HNTB-TSE 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.

In signing this Ninth Amendment, each signatory certifies that each he or she is authorized to execute this Amendment and thereby bind the party he or she represents.


CITY

Approved:


By: 
Edward D. Reiskin
Director of Transportation
SFMTA
Dated: 12/5/2018

CONSULTANT

Approved:

By: 
Darlene Gee
Principal in Charge
HNTB - B&C JV
Dated: 10/25/2018

Approved as to Form:

Dennis J. Herrera
City Attorney
By: 
Robert K. Stone
Deputy City Attorney
Dated: 11-30-2018

Certificate Of Completion

Envelope Id: 2036B9D8025943A19E59753813A0793B
 Subject: Please DocuSign: CS-155-3 Mod#9.pdf
 Source Envelope:
 Document Pages: 6
 Certificate Pages: 1
 AutoNav: Enabled
 Enveloped Stamping: Disabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 1
 Initials: 0

Status: Completed
 Envelope Originator:
 Michelle Lim
 1 South Van Ness, 3rd Floor
 San Francisco, CA 94103
 Michelle.Lim@sfmta.com
 IP Address: 75.10.236.4

Record Tracking

Status: Original
 12/5/2018 2:29:43 PM

Holder: Michelle Lim
 Michelle.Lim@sfmta.com

Location: DocuSign

Signer Events

Edward D. Reiskin
 Ed.Reiskin@sfmta.com
 OK
 SFMTA

Signature

Signature Adoption: Uploaded Signature Image
 Using IP Address: 75.10.236.8

Timestamp

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 Signed: 12/5/2018 3:18:12 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Sophia Simpliciano
 sophia.simpliciano@sfmta.com
 Executive Secretary to the SFMTA DOT
 San Francisco Municipal Transportation Agency
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 12/5/2018 2:32:43 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/5/2018 2:32:43 PM
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Payment Events

Status

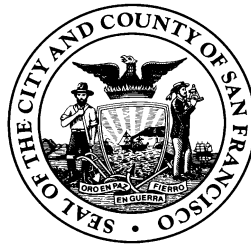
Timestamps

CONTRACT FOR CENTRAL SUBWAY

FINAL DESIGN PACKAGE # 3

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

TENTH AMENDMENT



**Tenth Amendment to Agreement between the City and County of San Francisco
and
HNTB-TSE 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-TSE JV ("Consultant" or "Designer"), a joint venture between HNTB Corporation and Transit Systems Engineering, 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

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

A. AMENDMENT

The Contract is amended as follows:

Section 1.3 (Term) is amended to extend the Term of the Contract for two years, as follows:

1.3 Term. This Agreement shall be in effect upon final approval by the Parties and shall continue for a period of Twelve (12) Years from the date that the SFMTA first issues Notice to Proceed ("NTP") to the Consultant.

All other term and conditions of the Contract remain unchanged. This Tenth Amendment will be effective on the date stated on the signature page.

B. SUMMARY OF THE TENTH AMENDMENT

Total Amount of this Tenth Amendment:	None
Previous Total Contract Amount:	\$34,857,691.00
New Revised Total Contract Amount:	\$34,857,691.00

Total Contract Time added by this Contract Modification: Two years
 Previous Contract Completion Date: April 28, 2020
 New Revised Contract Completion Date: April 28, 2022

In Witness Whereof, the parties have executed this Modification in quadruplicate in San Francisco, California as of this 28th day of April, 2020.

CITY	CONSULTANT
Recommended:	Approved:
By: <u>Nadeem Tahir</u> Nadeem S. Tahir, P.E. Program Director SFMTA Dated: <u>April 27, 2020</u>	By: <u>Darlene K. Gee</u> Darlene K. Gee HNTB Corporation HNTB-TSE JV Dated: <u>4/24/2020</u>
Approved:	
By: <u>Jeffrey Tumlin</u> Jeffrey Tumlin Director of Transportation SFMTA Dated: <u>April 27, 2020</u>	
Approved as to form:	
Dennis J. Herrera City Attorney	
By: <u>Robert K. Stone</u> Robert K. Stone Deputy City Attorney Dated: <u>April 27, 2020</u>	

Eleventh Amendment to Agreement between the City and County
of San Francisco
and
HNTB-TSE 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

ELEVENTH AMENDMENT



**Eleventh Amendment to Agreement between the City and County of San Francisco
and
HNTB-TSE 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**

The City and County of San Francisco ("City"), by and through its Municipal Transportation Agency ("SFMTA") and HNTB-TSE JV ("Consultant" or "Designer"), a joint venture between HNTB Corporation and Transit Systems Engineering, 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

The Consultant and the SFMTA agree Modify the Agreement to extend its term without increase to the contract amount, as set out below. Therefore, the Agreement is amended as follows:

A. AMENDMENT

Section 1.3 (Term) is amended to extend the Term of the Contract One Hundred Fifty-Five days, as follows:

1.3 Term. This Agreement shall be in effect upon final approval by the Parties and shall continue for a period of Twelve (12) Years and One hundred Fifty Five days from the date that the SFMTA first issues Notice to Proceed ("NTP") to the Consultant.

All other term and conditions of the Contract remain unchanged. This Eleventh Amendment will be effective on the date stated on the signature page.

B. SUMMARY OF THE ELEVENTH AMENDMENT

Total Amount of this Eleventh Amendment:	None
Previous Total Contract Amount:	\$34,857,691.00
New Revised Total Contract Amount:	\$34,857,691.00
Total Contract Time added by this Contract Modification:	155 days
Previous Contract Completion Date:	April 28, 2022
New Revised Contract Completion Date:	September 30, 2022

The remainder of this page is intentionally left blank.

In Witness Whereof, the parties have executed this Modification in quadruplicate in San Francisco, California as of this _____ day of _____, 2022.
April 28, 2022

CITY	CONSULTANT
Recommended:	Approved:
By: <u>Nadeem Tahir</u> Nadeem S. Tahir, P.E. Program Director SFMTA	By: <u>Jeff Watson</u> <i>CM</i> Darlene K. Gee HNTB Corporation HNTB-TSE JV
Approved:	
By: <u>Jeffrey Tumlin</u> Jeffrey Tumlin Director of Transportation SFMTA	
Approved as to form:	
David Chiu City Attorney	
By: <u>Robert Stone</u> Robert K. Stone Deputy City Attorney	
n:\ptclas2022\1000387\01597888.docx	

Certificate Of Completion

Envelope Id: 5251E4654C0C45BEB08BCA70A6F28AC8

Status: Completed

Subject: Please DocuSign: HNTB Central Subway Contract CS-155-3 Amendment No. 11

Source Envelope:

Document Pages: 3

Signatures: 4

Envelope Originator:

Certificate Pages: 2

Initials: 1

Jaimie Chau

AutoNav: Enabled

1 South Van Ness, 3rd Floor

Envelopeld Stamping: Disabled

San Francisco, CA 94103

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Jaimie.Chau@sfmta.com

IP Address: 75.10.236.7

Record Tracking

Status: Original

Holder: Jaimie Chau

Location: DocuSign

4/27/2022 3:11:45 PM

Jaimie.Chau@sfmta.com

Signer Events**Signature****Timestamp**

Chuck Morganson

cmorganson@hntb.com

Security Level: Email, Account Authentication
(None)

Sent: 4/27/2022 3:18:48 PM

Viewed: 4/27/2022 3:22:55 PM

Signed: 4/27/2022 3:23:06 PM

Signature Adoption: Pre-selected Style

Signed by link sent to cmorganson@hntb.com

Using IP Address: 69.181.197.86

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jeff Watson

rjwatson@hntb.com

Security Level: Email, Account Authentication
(None)

Sent: 4/27/2022 3:23:06 PM

Viewed: 4/27/2022 3:59:14 PM

Signed: 4/27/2022 5:46:14 PM

Signature Adoption: Pre-selected Style

Signed by link sent to rjwatson@hntb.com

Using IP Address: 76.102.180.187

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Nadeem Tahir

Nadeem.Tahir@sfmta.com

CCSF - MTA - Municipal Transportation

Security Level: Email, Account Authentication
(None)

Sent: 4/27/2022 5:46:16 PM

Viewed: 4/27/2022 9:47:15 PM

Signed: 4/27/2022 9:47:35 PM

Signature Adoption: Pre-selected Style

Signed by link sent to Nadeem.Tahir@sfmta.com

Using IP Address: 98.47.219.158

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Rob Stone

Rob.Stone@sfcityatty.org

Security Level: Email, Account Authentication
(None), Authentication

Sent: 4/27/2022 9:47:36 PM

Viewed: 4/28/2022 9:38:06 AM

Signed: 4/28/2022 9:38:15 AM

Signature Adoption: Uploaded Signature Image

Signed by link sent to Rob.Stone@sfcityatty.org

Using IP Address: 208.121.32.145

Authentication Details

Signer Events	Signature	Timestamp
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Phone Auth:

Transaction: 5a1ba7c7-a7b7-4f48-9601-b2aac3874014
 Result: passed
 Vendor ID: Prove
 Type: PhoneAuth
 Performed: 4/28/2022 9:37:58 AM
 Phone: +1 415-246-8042

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jeffrey Tumlin

Jeffrey.Tumlin@sfmta.com

DOT

CCSF - MTA - Municipal Transportation

Security Level: Email, Account Authentication
 (None)



Signature Adoption: Uploaded Signature Image
 Signed by link sent to Jeffrey.Tumlin@sfmta.com
 Using IP Address: 75.10.236.3

Sent: 4/28/2022 9:38:16 AM

Viewed: 4/28/2022 1:02:45 PM

Signed: 4/28/2022 1:56:01 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sophia Simpliciano

sophia.simpliciano@sfmta.com

Executive Secretary to the SFMTA DOT

San Francisco Municipal Transportation Agency

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Sent: 4/28/2022 1:56:03 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

4/27/2022 3:18:48 PM

Certified Delivered

Security Checked

4/28/2022 1:02:45 PM

Signing Complete

Security Checked

4/28/2022 1:56:01 PM

Completed

Security Checked

4/28/2022 1:56:03 PM

Payment Events	Status	Timestamps
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Twelfth Amendment to Agreement between the City and County
of San Francisco
and
HNTB-TSE 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

TWELFTH AMENDMENT



**Twelfth Amendment to Agreement between the City and County of San Francisco
and
HNTB-TSE 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**

The City and County of San Francisco ("City"), by and through its Municipal Transportation Agency ("SFMTA") and HNTB-TSE JV ("Consultant" or "Designer"), a joint venture between HNTB Corporation and Transit Systems Engineering, 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

The Consultant and the SFMTA agree Modify the Agreement to extend its term without increase to the contract amount, as set out below. Therefore, the Agreement is amended as follows:

A. AMENDMENT

Section 1.3 (Term) is amended to extend the Term of the Contract by Two Hundred and Seventy Three days, as follows:

1.3 Term. This Agreement shall be in effect upon final approval by the Parties and shall continue for a period of Thirteen (13) Years and Sixty Three days from the date that the SFMTA first issues Notice to Proceed ("NTP") to the Consultant.

All other term and conditions of the Contract remain unchanged. This Eleventh Amendment will be effective on the date stated on the signature page.

B. SUMMARY OF THE ELEVENTH AMENDMENT

Total Amount of this Eleventh Amendment:	None
Previous Total Contract Amount:	\$34,857,691.00
New Revised Total Contract Amount:	\$34,857,691.00
Total Contract Time added by this Contract Modification:	273 days
Previous Contract Completion Date:	September 30, 2022
New Revised Contract Completion Date:	June 30, 2023

The remainder of this page is intentionally left blank.

In Witness Whereof, the parties have executed this Modification in quadruplicate in San Francisco, California as of this _____ day of _____, 2022.
September 21, 2022

CITY	CONSULTANT
<p>Recommended:</p> <p>By: <u>Nadeem Tahir</u> Nadeem S. Tahir, P.E. Program Director SFMTA</p> <p>Approved:</p> <p>By: <u>Jeffrey Tumlin</u> Jeffrey Tumlin Director of Transportation SFMTA</p> <p>Approved as to form:</p> <p>David Chiu City Attorney</p> <p>By: <u>Robert K. Stone</u> Robert K. Stone Deputy City Attorney</p> <p>n:\ptc\as2022\1000387\01597888.docx</p>	<p>Approved:</p> <p>By: <u>Jeff Watson</u> <i>CM</i> Jeff Watson HNTB Corporation HNTB-TSE JV</p>

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 10-030

WHEREAS, The Final Environmental Impact Statement/Environment Impact Report (Final EIS/EIR) for the two-phase Third Street Light Rail Project (the "Project") was completed in November 1998; and,

WHEREAS, The Public Transportation Commission adopted Resolution No. 99-009 on January 19, 1999, which adopted the environmental findings pursuant to the California Environmental Quality Act (CEQA) for the Project, including mitigation measures as set forth in the Project's Final Environmental Impact Report and Mitigation Monitoring Report; and,

WHEREAS, Design and construction of the 1.75-mile Central Subway ("Central Subway Project") is Phase 2 of the Third Street Light Rail Transit Project; and,

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) Board of Directors adopted Resolution No 05-087 on November 19, 2002, which authorized the Director of Transportation to execute Contract No. CS-138 with Parsons Brinkerhoff Quade and Douglas and PGH Wong (PB/Wong) for Professional Engineering and other support services for the Central Subway; and,

WHEREAS, The SFMTA Board of Directors adopted Resolution No 02-144 on June 7, 2005, which selected the Fourth Street alignment as the Locally Preferred Alternative for the Central Subway Project, which alternative will be carried through the Supplemental Environmental Impact Statement/Environmental Impact Report ("SEIS/SEIR") and the federal New Starts Process; and,

WHEREAS, The SFMTA Board of Directors adopted Resolution No. 08-029 on February 19, 2008 selecting the Central Subway Project Alternative 3B, Fourth/Stockton Alignment with semi-exclusive surface rail operations on Fourth Street, as the Locally Preferred Alternative; and,

WHEREAS, The San Francisco Planning Commission adopted Motion No. M-17668 on August 7, 2008 certifying completion of the Central Subway Final Supplemental Environmental Impact Report; and,

WHEREAS, The SFMTA Board of Directors, adopted Resolution No. 08-150 on August 19, 2008 adopting Central Subway Project Alternative 3B, Fourth/Stockton Alignment with semi-exclusive surface rail operations on Fourth Street and a construction variant to extend the tunnel another 2,000 feet north of Jackson Street, the CEQA Findings and Statement of Overriding Considerations for the SEIS/SEIR and the Mitigation Monitoring and Reporting Plan; and,

WHEREAS, The SFMTA Board of Directors adopted Resolution No. 09-055 on April 7, 2009 authorizing the Executive Director/CEO to issue a Request for Proposal (RFP) for Contract No. CS-155 for Professional Architectural and Engineering Services for the Final Design and

Construction of the Central Subway Project, evaluate proposals, select the highest ranking proposal, and to negotiate a contract for Contract No. CS-155, Professional Architectural and Engineering Services for the Final Design and Construction Phases of Central Subway.

WHEREAS, The anticipated complexity of the Central Subway Project, in proximity to sensitive urban structures and facilities, poses significant design, coordination, and construction challenges to the City; and,

WHEREAS, The City does not have the specialized expertise or staff resources to design and manage a project of this size and intricacy; and,

WHEREAS, The SFMTA conducted a competitive selection process, and HNTB – B&C JV was selected as the most qualified proposer; and,

WHEREAS, Staff and Central Subway Partners have engaged in a detailed contract negotiation to determine the costs and resources necessary to provide the Central Subway Project comprehensive engineering, construction support and related services for station design; and,

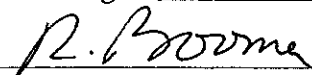
WHEREAS, Execution of the contract is contingent upon approval of the Civil Service Commission and the Board of Supervisors; and,

WHEREAS, The Contract will assist SFMTA in meeting the objectives of Goal No. 1 of the Strategic Plan -- to provide safe, accessible, clean, environmentally sustainable service and encourage the use of auto-alternative modes through the Transit First policy; Goal No. 2 -- to improve transit reliability; Goal No. 3 --to improve economic vitality through improved regional transportation; and Goal No. 4 -- to ensure the efficient and effective use of resources; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Executive Director/CEO to execute Contract CS-155-3, Architectural and Engineering Services for the Final Design and Construction of the Central Subway Project -- Systems Design with HNTB - B&C JV, a joint venture of HNTB Corporation and B&C Transit, Inc. in form as negotiated for an amount not to exceed \$32,294,319 for all base and optional contract work to complete the final design of the Central Subway System Design, for a term not to exceed ten years with an option to extend the term for an additional two years; all options to be exercised by the Agency by the approval of the Executive Director/CEO; and be it

FURTHER RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors requests that the Board of Supervisors approve Contract CS-155-3, Architectural and Engineering services for the Final Design and Construction of the Central Subway Project -- Systems Design with HNTB - B&C JV, a joint venture of HNTB Corporation and B&C Transit, Inc.. in form as negotiated for an amount not to exceed \$32,294,319 for all base and optional contract work to complete the final design of the Central Subway Systems Design, for a term not to exceed ten years with an option to extend the term for an additional two years; all options to be exercised by the Agency by the approval of the Executive Director/CEO.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of FEB 26 2010.


Secretary to the Board of Directors
San Francisco Municipal Transportation Agency



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 230776

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Janey Martinsen	415.994.3143
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
MTA SF Municipal Transportation Agency	janet.martinsen@sfmta.com

5. CONTRACTOR	
NAME OF CONTRACTOR HNTB-B&C JV	TELEPHONE NUMBER 415.265.9780
STREET ADDRESS (including City, State and Zip Code) 580 California St. Suite 1610, San Francisco, CA 94111	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 230776
DESCRIPTION OF AMOUNT OF CONTRACT \$35,857,691		
NATURE OF THE CONTRACT (Please describe) HNTB-B&C JV provides services to design the project trackway and systems and related services in connection with the design and construction of the Central Subway Project, Phase 2 of the SFMTA Third Street Light Rail Project		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Watson	Jeff	Other Principal Officer
2	Gee	Darlene	Other Principal Officer
3	Seamount	Brian	Other Principal Officer
4	Zong	Kate	Other Principal Officer
5	HNTB		Shareholder
6	Transit Systems Engg Inc		Shareholder
7	Auriga Corporation		Subcontractor
8	Robin Chiang & Company		Subcontractor
9	Structus, Inc		Subcontractor
10			
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17			
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19			

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20			
21			
22			
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27			
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34			
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37			
38			

Incomplete - Pending Signature

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			
<input type="checkbox"/>	Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.		

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
-----------------------------------------------------------------------------------------------------------------------	---------------------------

From: [Conine-Nakano, Susanna \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Martinsen, Janet \(MTA\)](#)
Subject: Mayor -- Resolution -- Central Subway Contract No. 155-3
Date: Tuesday, June 27, 2023 5:26:35 PM
Attachments: [Mayor -- Resolution -- Central Subway Contract No. 155-3.zip](#)

Hello Clerks,

Attached for introduction to the Board of Supervisors is an Resolution approving Amendment No. 13 to Contract No. CS-155-3, Surface Segment, Trackways, Systems, Quality Control and Design Integration, with HNTB-TSE JV to increase the contract amount \$1,000,000 for a total amended contract amount not to exceed \$35,857,691, and to extend the term of the Contract one year from June 30, 2023 to July 1, 2024, with an option to extend the term of the Contract one additional year to July 1, 2025.

Best,
Susanna

Susanna Conine-Nakano
Office of Mayor London N. Breed
City & County of San Francisco
1 Dr. Carlton B. Goodlett Place, Room 200
San Francisco, CA 94102
415-554-6147