

**CONTRACT FOR CENTRAL SUBWAY
FINAL DESIGN PACKAGE # 2
MOSCONE, UNION SQUARE & CHINATOWN STATIONS
SECOND AMENDMENT**



**Second Amendment to Agreement between the City and County of San Francisco
and
the Central Subway Design Group
for Architectural and Engineering Services
for the Final Design and Construction of the
the San Francisco Municipal Transportation Agency
Central Subway Project
(Third Street Light Rail Project, Phase 2)**

**Contract No. CS-155-2
Design Package #2**

The City and County of San Francisco ("City"), by and through its Municipal Transportation Agency ("SFMTA") and the Central Subway Design Group ("Consultant" or "Designer"), agree to amend Contract CS-155-2 ("the Agreement") to provide for Additional Work, as described in this Second Amendment to the Agreement.

I. CONSTRUCTION OF SECOND AMENDMENT

- A. New or added text to the Agreement is indicated by underlining text, and deleted text is lined-through. Where a new section is added in its entirety, the text so indicates.
- B. Except as stated in this Second Amendment, the Consultant is responsible for performing the Work described in this Second Amendment.
- C. 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 the Central Subway Design Group for Architectural and Engineering Services for the Final Design and Construction of the San Francisco Municipal Transportation Agency Central Subway Project" (Third Street Light Rail Project, Phase 2), SFMTA Contract No. CS-155-2. This Second Amendment is dated for convenience as March 15, 2016.
- D. 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.

- E. 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.

II. ADDITIONAL DESIGN SERVICES

Exhibit A Scope of Services, Task 16 is amended to add a new section, Task 16.54, and the Work described therein.

16.54 Chinatown Plaza

Summary of Services

Consultant shall modify Package 1254R drawings and specifications, as necessary, to provide and accommodate an open space plaza to be constructed above the Chinatown Station headhouse, which generally accords with previously approved conceptual designs.

A. Basic Services – 35% Design

1. Task Descriptions

- a. Perform analysis of the plaza proposed conceptual designs to assess feasibility of proposed improvements; prepare amended conceptual design documents and a written summary of the proposed amended design's impacts to CTS construction, to allow others to verify construction costs and analyze impacts of Consultant's proposed amended conceptual designs to Chinatown Station space. Consultant's analysis shall address the following key issues:
 - (1) Determine the extent to which the proposed program spaces can be accommodated as shown in the concept study without altering the podium roof elevation.
 - (2) Determine the extent to which proposed retail kiosk-type spaces, storage closets, and toilet facilities can be accommodated without compromising the plaza open space. Ideally, up to two single-occupancy toilet facilities (one men's and one women's) would be accommodated at the street level, and up to two additional single-occupancy unisex toilet facilities would be accommodated at the roof (Main Plaza) level. Similarly, up to two additional retail kiosk-type spaces would be accommodated at the street level (along the corridor adjacent to the stair/escalator enclosure between Grid Lines B and C, or underneath the Event Stair leading up to the Main Plaza).
 - (3) Establish the Plaza stair landing elevation such that the emergency ventilation shaft would not need to be raised to maintain a 10-foot height separation above the adjacent plaza or open space. (Reference SFMTA Design Criteria Chapter 21, Section 21.4.5.)
 - (4) Determine the extent of structural and architectural modifications needed to accommodate the proposed at-grade extension of the station and reconfiguration of the station roof and stair/escalator enclosure.

- (5) Determine the feasibility and extent of structural and architectural modifications needed to form the base for a screen element to protect views of the neighboring church, as well as an informal projection screening venue at the Event Stair. Propose alternative designs as required.
- b. Participate in up to two initial meetings with the Planning Department to review the amended conceptual plaza designs, with particular attention to the historic context and landscaping options (including any recommendation to remove street trees).
 - c. Prepare a report that analyzes the amended Chinatown Plaza conceptual design's adherence to the Secretary of the Interior's Standards for the Treatment of Historic Properties, and compatibility with the overall character of the district and adjacent contributing resources. Consultant's report shall include a context summary and list of district character-defining features, and an analysis of the design applying the Secretary of the Interior's Standards. If aspects of the existing conceptual designs are found not to comply with those standards, Consultant shall recommend design changes to bring those features into compliance.
 - d. Prepare presentation materials and participate in an informational presentation of the amended conceptual design of the plaza (including proposed at-grade modifications to the Chinatown Station) to the Arts Commission Civic Design Review Committee, for the purpose of describing the general design concept and its intent.
 - e. Participate in and assist SFMTA in a public meeting conducted by Chinatown Community Development Center and the Mayor's Office, including follow-up on issues raised at the meeting, prior to making final the amended 35% Conceptual Design.
 - f. Prepare presentation materials for separate (one each) informational presentations to the Planning Commission and the Recreation and Parks Commission to be presented by SFMTA and/or others.
 - g. Review designs created by City (e.g., Plumbing/Fire Protection, Pavement Renovation, CCTV) to coordinate and avoid conflicts with Consultant's designs.
 - h. Participate in a pre-application meeting with the Department of Building Inspection (including representatives of the San Francisco Fire Department); to introduce the scope of the plaza project and achieve consensus on key code interpretations and concepts, particularly with respect to occupancy.
 - i. Prepare presentation materials and participate in a presentation of the schematic (preliminary) design to the Arts Commission Civic Design Review Committee for Phase 1 Review to address project massing and refine design concepts.
 - j. Prepare 35% Design drawings that incorporate input from the public, the Planning Department, Department of Building Inspection, and Civic Design

Committee. The scope of design concepts will be “frozen” after incorporation of the above public, planning and Civic Design reviews. The 35% Design documents shall define and describe the scope and extent, in plan and elevation, of architectural, structural, pavement renovation, mechanical (plumbing, HVAC, fire suppression), electrical (lighting, power, CCTV, Access Control, communications), and landscaping/irrigation modifications / improvements to accommodate the Chinatown Plaza. Key programming decisions to be addressed in the amended conceptual documents include but are not limited to:

- (1) Number, size and location of permanent retail spaces and cultural display features
- (2) Type(s) of service accommodations for retail spaces (plumbing, power, communications), and whether or not separate metering is required
- (3) Number and location of toilet facilities
- (4) Location and configuration of second station entrance

2. Assumptions and Exceptions

- a. Immediately upon Notice to Proceed, SFMTA will provide a copy of the conceptual cost estimate for review.
- b. Validation of the conceptual estimate will be performed by others.

3. Deliverables

- a. Written report that analyzes the conceptual design for Chinatown Plaza for adherence to the Secretary of the Interior’s Standards for the Treatment of Historic Properties
- b. 35% Design drawings, with brief (approximately one page) summary describing the changes to the conceptual design scheme

4. Anticipated Milestone Dates:

<u>Milestone 1:</u> Determination of program spaces and configuration, and informational presentations to the Planning Commission and the Recreation and Parks Commission regarding the resultant conceptual design:	NTP + 45 Calendar Days
<u>Milestone 2:</u> Report that analyzes the resultant conceptual design for Chinatown Plaza for adherence to the Secretary of the Interior’s Standards for the Treatment of Historic Properties:	NTP + 60 Calendar Days
<u>Milestone 3:</u> Civic Design Phase 1, Planning Department acceptance, and 35% Design drawings:	NTP + 90 Calendar Days

B. Basic Services – 65% Design

1. Task Description

- a. Participate in a coordination and constructability meeting with SFMTA, PMCM, and Contractor to obtain the Contractor's input on design aspects to achieve construction efficiencies, and to make adjustments to the design materials and/or details to achieve a design that can be constructed within the allotted budget.
- b. Participate in separate meetings (one each) with the Planning Department and the Department of Building Inspection (including representatives of the San Francisco Fire Department) to solicit those agencies comments and recommendations with respect to code compliance.
- c. Participate in and assist with a public meeting conducted by Chinatown Community Development Center and the Mayor's Office, and address issues raised at the meeting. The purpose of the meeting is informational only, and is not intended to be a design workshop.
- d. Develop the design based on the 35% Design drawings, which reflect input from the Planning Department, Department of Building Inspection, and Civic Design Committee.
- e. Review designs created by City (e.g., Plumbing/Fire Protection, Pavement Renovation, CCTV) to coordinate and avoid conflicts with Consultant's designs.
- f. Prepare 65% Drawings, technical specifications, and calculations which include plans, elevations, and details of the architectural, structural, mechanical (HVAC), electrical (lighting, power, access control), and landscaping/irrigation modifications/improvements to be constructed for the Chinatown Plaza.
- g. Participate in up to three meetings with SFPUC and PG&E to coordinate provision of low-voltage service and separate metering for up to 4 retail spaces (two new at the Surface Level; one at the existing at Surface Level; one at the existing at Concourse Level).
- h. Prepare presentation materials and participate in a presentation of the design to the Arts Commission Civic Design Review Committee for Phase 2 Review, during which the Committee would consider refined massing and selection of materials and colors.

2. Assumptions and Exceptions

- a. Retail signage location, size, and attachment type will be defined to allow signage to be provided by prospective tenant.
- b. Metering for low-voltage services will be located in accordance with PG&E standards.

3. Deliverables

65% Design Drawings and technical specifications

4. Anticipated Milestone Date: NTP + 150 Calendar Days

C. Basic Services - 90% Design

1. Task Description

- a. Review and provide written confirmation that the 65% Design documents comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties, and suggest corrections to the designs necessary to achieve that compliance.
- b. Participate in and assist with a public meeting conducted by Chinatown Community Development Center and the Mayor's Office, including follow-up on issues raised at the meeting. The purpose of the meeting is informational only, and is not intended to be a design workshop.
- c. Participate in a constructability review with the SFMTA, PMCM, and the Contractor. The purpose of the constructability review is to make adjustments to the design to achieve a design that can be constructed within the allotted budget.
- d. Respond to design 65% Design review comments from SFMTA, PMCM, the Planning Department, the Department of Building Inspection (including representatives of the Fire Department), and other approving agencies and stakeholders.
- e. Update the design drawings and technical specifications, incorporating outcomes from the public meeting and constructability review, as well as responses to the design review comments as appropriate.
- f. Review designs created by City (e.g., Plumbing/Fire Protection, Pavement Renovation, CCTV) to coordinate and avoid conflicts with Consultant's designs.

2. Assumptions and Exceptions

- a. Consolidated review comments on the 65% Design will be received within 3 weeks of submittal of the 65% Design documents.
- b. The 65% Design estimate and constructability review will be completed within 3 weeks of submittal of the 65% Design documents.
- c. SFMTA and Consultants will jointly identify the permits necessary to construct the work.

3. Deliverables

90% Design Drawings and technical specifications

4. Anticipated Milestone Date: NTP + 210 Calendar Days

D. Basic Services - 100% Design

1. Task Description

- a. Review and provide written confirmation that the 90% Design documents comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties, and suggest corrections to the designs necessary to achieve that compliance.
- b. Respond to design 90% Design review comments from SFMTA, PMCM, the Planning Department, the Department of Building Inspection (including representatives of the Fire Department), and other approving agencies and stakeholders.
- c. Update the design drawings and technical specifications, incorporating outcomes from the public meeting and constructability review, as well as responses to the design review comments as appropriate.
- d. Prepare presentation materials and participate in a presentation of the design to the Arts Commission Civic Design Committee for Phase 3 Review, during which the Committee would be reviewing the construction documents for final detailing and any contingencies from the Phase 2 Review.
- e. Review designs created by City (e.g., Plumbing/Fire Protection, Pavement Renovation, CCTV) to coordinate and avoid conflicts with Consultant's designs
- f. Assist SFMTA with coordination with and participation in separate meetings (one each) with the Planning Department and the Department of Building Inspection to obtain approvals of the design.

2. Assumptions and Exceptions

- a. Consolidated review comments on the 90% Design will be provided to the Consultant within 2 weeks of submittal of the 90% Design documents.
- b. The 90% Design estimate will be completed within 2 weeks of Consultant's submittal of the 90% Design documents.

3. Deliverables

Signed and sealed 100% Design Drawings and technical specifications, prepared as revisions to the Contract 1300 documents in accordance with the requirements for preparation of Proposed Contract Change documents.

4. Anticipated Milestone Date: NTP + 240 Calendar Days

E. Optional Services – Fee Contingency

1. Task Description

Consultant shall be compensated under a fee contingency which shall not exceed \$30,000 for any or all services described in this Section E.1.

- a. Architectural modifications to materials and finishes requested by Civic Design Committee, the Planning Department, SFMTA, the community, or

other stakeholders. Such requested modifications shall not impact other design disciplines.

- b. Structural modifications to the podium (roof) framing to support the new plaza stair configuration.
- c. Tie-in of HVAC for new toilet facilities and retail spaces into HVAC system for the remainder of the station.
- d. Participation in meetings with Department of Public Works or others not specifically addressed in the basic scope of services
- e. Participate in a constructability review, beyond 90% design, with the SFMTA, PMCM, and the Construction Contractor. The purpose of the constructability review is to make minor adjustments to the design to achieve a design that can be constructed within the allotted budget.
- f. Preparation of presentation materials and participation in a presentation of the design to the SFMTA Board for approval.

2. Task Leader

Mona Tamari

F. Compensation for Additional Work:

City shall pay Consultant Four Hundred Fifty-Four Thousand Fifty-Three Dollars (\$454,053) in full satisfaction and accord for Consultant's completion of the Additional Work described as Basic Services in Sections B, C and D, above. City shall pay Consultant up to an additional Thirty Thousand Dollars (\$30,000) in full satisfaction and accord for the Consultant's completion of the Additional Work described as Optional Services in Section E, above, with the cost of each task to be negotiated.

III. ADJUSTMENT OF CONTRACT AMOUNT

A. Section 13.3.1 ("Total Amount") of the Agreement is replaced in its entirety as follows:



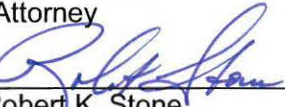
13.3.1 The Total Amount of compensation under this Agreement for all Work performed by Consultant, shall not exceed **Forty-One Million Four Hundred Forty-Four Thousand Six Hundred One Dollars (41,444,601)**, of which Thirty-Six Million Eight Hundred Ninety Thousand Six Hundred Sixty-Five Dollars (\$36,890,665) is for Basic Services, and Four Million Five Hundred Fifty-Three Thousand Nine Hundred Thirty-Six Dollars (\$4,553,936) is for Optional Services. The Total Amount of compensation shall be adjusted annually based on overhead audits performed pursuant to Section 13.11 by each respective consultant of the overhead rate (which shall include the costs of procuring and maintaining the project specific insurance rider or practice rider by KHA and MWA as identified in Section 15.5). This adjustment shall be made through by amendment of the Agreement. The Fixed Fee is not tied to Consultant's overhead rates and shall not increase or decrease based on overhead audit findings.

B. Summary of Second Amendment:

Total Amount of this Second Amendment: \$ 484,053.00
Previous Total Contract Amount: \$ 40,960,548.00
New Revised Total Contract Amount: \$ 41,444,601.00

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

In Witness Whereof, the parties have executed this Modification in quadruplicate in San Francisco, California as of this _____ day of _____, 2016.

CITY	CONSULTANT
<p>Approved:</p> <p>By:  _____ Edward D. Reiskin Director of Transportation SFMTA</p> <p>Dated: <u>6-28-16</u></p>	<p>Approved:</p> <p>By:  _____ Ken Jong JV Project Manager Central Subway Design Group</p> <p>Dated: <u>04/13/16</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>4-21-2016</u></p>	