

File No. 230775

Committee Item No. 13

Board Item No. 57

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

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- Original Agreement 12/1/2009
- Modification No. 1 12/11/2009
- Modification No. 2 12/21/2011
- Modification No. 3 3/15/2016
- Modification No. 4 6/5/2013
- Modification No. 5
- Modification No. 6 5/11/2020
- Modification No. 7 5/11/2022
- Modification No. 8 9/28/2022
- Modification No. 9 12/21/2009
- MTAB Resolution No. 9-202 12/1/2009
- MTAB Resolution No. 180605-090 6/5/2018
- MTAB Resolution No. 200602-051 6/6/2020
- MTAB Resolution No. 230606-051 6/6/2023
- MTA Statement on Retroactivity 7/14/2023
- MTA Presentation 7/19/2023
- _____
- _____

Completed by: Brent Jalipa Date July 14, 2023

Completed by: Brent Jalipa Date July 20, 2023

1 [Contract Agreement Amendment - Retroactive - Central Subway Design Group -
2 Architectural and Engineering Services - Not to Exceed \$55,779,692]

3 **Resolution retroactively approving Amendment No. 9 to Contract No. CS-155-2,**
4 **Architectural and Engineering Services for the Final Design and Construction of the**
5 **Central Subway Project with the Central Subway Design Group, to increase the**
6 **contract amount \$1,000,000 for a total amended contract amount not to exceed**
7 **\$55,779,692; and to extend the term of the contract one year from June 30, 2023,**
8 **through July 1, 2024, with the option to extend the term of the Contract one year to July**
9 **1, 2025, effective on June 30, 2023.**

10
11 WHEREAS, On December 1, 2009, the SFMTA Board of Directors adopted Resolution
12 No. 09-202 and the Board of Supervisors passed Resolution No. 68-10 on March 2, 2010
13 awarding Contract CS-155-2 (Contract) to Central Subway Design Group (CSDG) to design
14 three stations for the Central Subway Project (Project), not to exceed \$39,949,959, for a ten-
15 year term with a two-year extension option; and

16 WHEREAS, CSDG designed the Project stations, and during Project construction
17 CSDG provided engineering support services to review and respond to construction
18 contractor submittals, requests for information, requests for substitution, change order
19 requests and contract claims, and verify design compliance; and

20 WHEREAS, The Contract previously was modified eight times to compensate CSDG
21 for additional work to address unexpected site conditions and design changes required by the
22 SFMTA, and to extend the contract as necessary due to Project construction delays; and

23 WHEREAS, The SFMTA has decided to have follow-on Central Subway fixed
24 guideway and station improvements work performed by contractors other than Tutor Perini

25

1 Corporation, the contractor that constructed the Central Subway trackways, stations and
2 systems; and

3 WHEREAS, As the designer of the Central Subway stations, CSDG has expertise and
4 experience necessary to design efficiently the follow-on improvements to the Central Subway
5 that other design firms do not have; and

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

10 WHEREAS, The SFMTA Board of Directors on June 6, 2023, under Resolution No.
11 230606-051, approved Amendment No. 9 to extend the Contract Term one year to June 30,
12 2024 and increase the Contract Amount \$1,000,000, so that CSDG may provide design and
13 design construction support for follow-on Central Subway trackway and stations
14 improvements, with an option to extend the Contract Term one additional year and increase
15 the Contract Amount an additional \$1,000,000 said option to be exercised by the SFMTA
16 Board of Directors; and

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

20 WHEREAS, The Central Subway Final Supplemental Environmental Impact
21 Statement/Supplemental Environmental Impact Report (Central Subway SEIS/SEIR)
22 evaluated the environmental impacts of the Central Subway Project, including construction of
23 the subway stations; on August 7, 2008, the San Francisco Planning Commission certified the
24 Final SEIR (Case No. 1996.281E); on August 19, 2008, the SFMTA Board of Directors
25 approved Resolution 08-150 adopting Central Subway Project Alternative 3B as the Locally

1 Preferred Alternative, the California Environmental Quality Act (CEQA) Findings, Statement of
2 Overriding Considerations, and the Mitigation Monitoring and Reporting Plan; and

3 WHEREAS, The services CSDG shall provide under Amendment No. 9, as described
4 above, are within the scope of the Final SEIS/SEIR; and

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

9 WHEREAS, The San Francisco Municipal Transportation Agency Board of Directors
10 has reviewed and considered the Central Subway Supplemental Environmental Impact
11 Statement/Supplemental Environmental Impact Report and record as a whole, and finds that
12 the Central Subway Supplemental Environmental Impact Statement/Supplemental
13 Environmental Impact Report is adequate for the Board's use as the decision-making body for
14 the actions taken herein relative to construction of the Project, and incorporates the California
15 Environmental Quality Act findings by this reference as though set forth in this Resolution;
16 now, therefore, be it

17 RESOLVED, That the Board of Supervisors approves Amendment No. 9 to Contract
18 No. CS-155-2, Architectural and Engineering Services for the Final Design and Construction
19 of the Central Subway Project with the Central Subway Design Group, to extend the Contract
20 Term one year to July 1, 2024 and to increase the Contract Amount \$1,000,000 for a total
21 amended Contract Amount not to exceed \$55,779,692, retroactive to and effective on June
22 30, 2023, with an option to extend the Contract Term one additional year to July 1, 2025, and
23 increase the Contract Amount an additional \$1,000,000 subject to SFMTA Board approval
24 without further action by the Board of Supervisors, to provide engineering support to Central
25 Subway fixed guideway and station improvements work; and, be it

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

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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

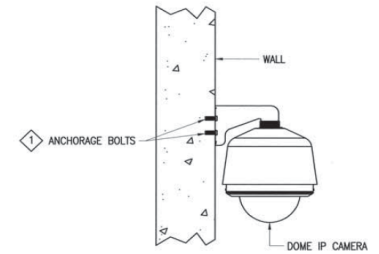
HNTB:

- 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

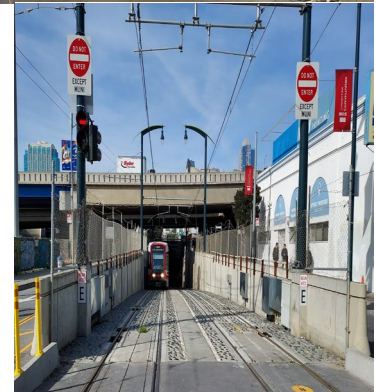
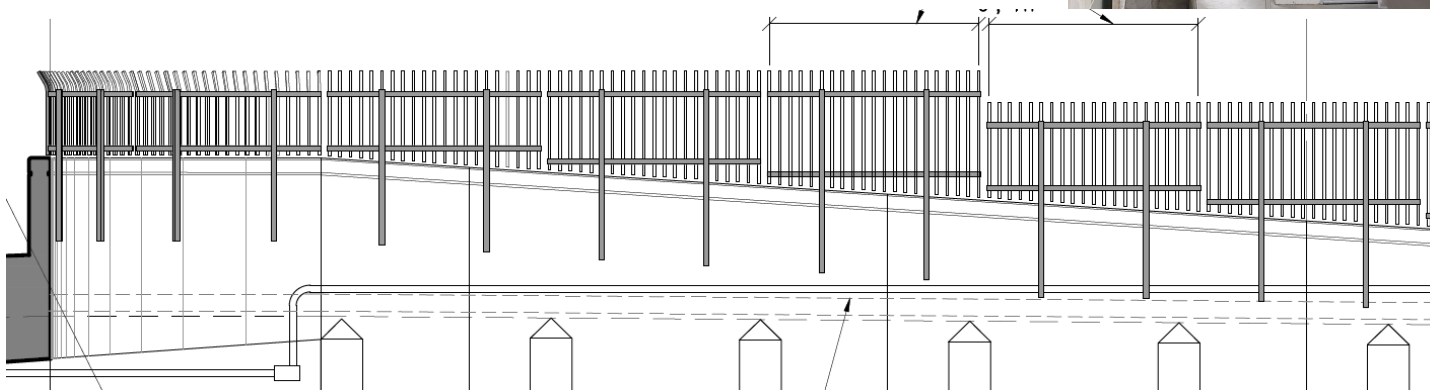
Safety and Security Enhancements and Improvement

- 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



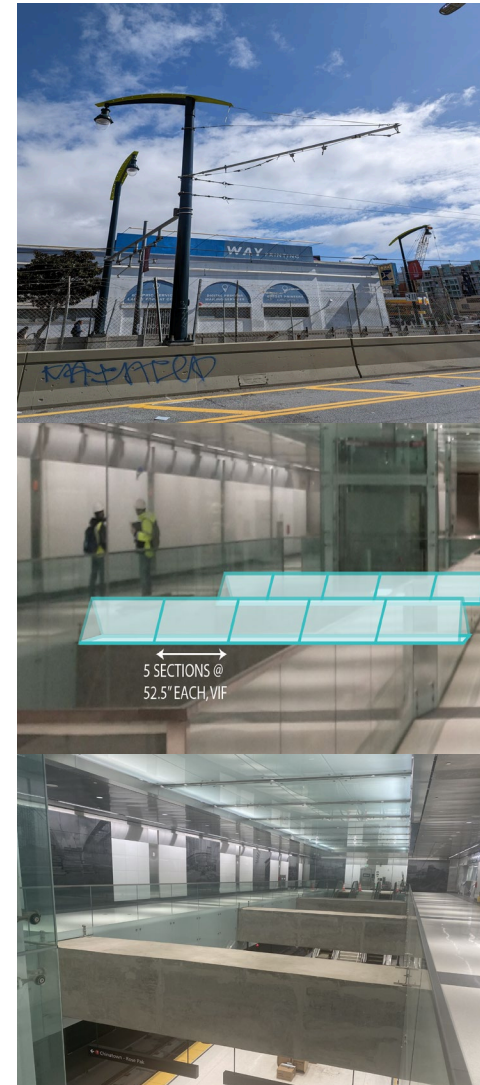
Scope and Additional Services (Continue)

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

Date: July 14, 2023

Subject: File 230775 and 230776 – Explanation of Retroactivity

A handwritten signature in blue ink, likely belonging to Tom Maguire, is written over the 'Through' and 'From' lines of the header.

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.

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

**Ninth 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
San Francisco Municipal Transportation Agency Central Subway Project
(Third Street Light Rail Project, Phase 2)**

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

RECITALS

The City and County of San Francisco ("City"), by and through its Municipal Transportation Agency ("SFMTA") and Central Subway Design Group ("CSDG"), agree to amend Contract CS-155-2 ("the Agreement") as described in this Ninth Amendment to the Agreement.

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

A. Description of Additional Work

As directed by the SFMTA, Consultant shall perform additional 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 includes the following work:

1. Task 16.30 tasks, including but not limited to
 - a. Designs and Design Team Support
 - b. Responses to Requests for Information
 - c. Submittals Review
 - d. Construction Phase Project Management and Administration
 - e. Field Visits/Meetings
 - f. Review and Drafting of Change Proposals / Value Engineering Analyses

B. Summary of Ninth Amendment

Total Amount of this Ninth Amendment:	\$1,000,000.00
Previous Total Contract Amount:	\$54,779,692.00
New Revised Total Contract Amount:	\$55,779,692.00
Total Contract Time added by this Contract Modification:	366 Days
Previous Contract Completion Date:	June 30, 2023
Revised Contract Completion Date:	July 1, 2024

C. Effective Date

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

D. No Other Changes To The Agreement

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

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

<p>CITY</p> <p>Recommended:</p> <p>By: _____ Nadeem S. Tahir, P.E. Program Director SFMTA</p> <p>Approved:</p> <p>By: _____ Jeffrey Tumlin Director of Transportation SFMTA</p> <p>Approved as to form:</p> <p>David Chiu City Attorney</p> <p>By: _____ Robert K. Stone Deputy City Attorney n:\ptc\as2023\1000387\01682666.docx</p>	<p>CSDG</p> <p>Approved:</p> <p>By: <u>John Fisher</u> _____ John Fisher Principal, Central Subway Design Group</p>
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CONTRACT FOR CENTRAL SUBWAY

FINAL DESIGN PACKAGE # 2

**MOSCONE, UNION SQUARE & CHINATOWN
STATIONS**

FIRST AMENDMENT



**First 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**

WHEREAS, 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"), a joint venture between Parsons Brinckerhoff, Inc. (contracting through its subsidiary PB Americas, Inc.) and Michael Willis Architects, Inc. and Kwan Henmi Architecture and Planning, Inc., entered into Contract CS-155-2 ("the Agreement") for the final design of three subway stations 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 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), SFMTA Contract No. CS-155-2. 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. ADDITIONAL GEOTECHNICAL INVESTIGATIONS

Appendix A, Task 3.10, "Supplemental Investigations" is amended as follows:

3.10 Supplemental Investigations Services

Perform additional borings, laboratory analyses, and a total of four pump tests ~~a pump test as needed~~ to assess the anticipated ground and ground water conditions and behavior during excavation.

~~It is anticipated that up to 4~~ Two additional borings will be taken at Moscone Station area, ~~and three~~ Five borings will be taken at the Union Square/Market Street Station (UMS) area. ~~and 1~~ Three borings will be taken at Chinatown Station (CTS) area. Also a pump test will be will be performed at UMS Station location. The tests described above ~~is~~ will enable the Project to better assess the anticipated ground behavior and ground water condition during excavation and impact of construction of UMS station on the ground water regime in the vicinity of BART Powell Street Station.

Prepare geotechnical data report to provide as information to bidders.

A single geotechnical data report (including data from the PE phase and Design Package 1) will be prepared and included in the three construction bid packages (CP4, CP5, and CP6).

Deliverables

3.10	Supplemental Investigations Plan	[NTP + 30 days]
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3.20 Geotechnical Data Report (draft and final) [Draft at 3.5 months + NTP]
[Final at the first 65% station deliverable]

3.20.1 Technical Memorandum CS155-2 Task 03.10

Supplemental Geotechnical Investigations – Additional Union Square Market Street Station Investigation Borings CS-40 & CS-41, Rev. 0, February 22, 2011

3.20.2 Technical Memorandum CS155-2 Task 03.30

Supplemental Investigations, Union Square Market Street Station Groundwater Flow Model Development and Results, Rev. 0, August 22, 2011

Task Leader: Ramin Golesorkhi

Assumptions and Exceptions:

- Data from PE generated by the Preliminary Engineering consultant (PE) and the supplemental geotechnical investigation program performed by Tunnels design consultant from (DP-1) will be made available to Consultant.
- A single data report will be prepared for the three stations and will include data from the PE and DP1 geotechnical investigations.
- Environmental and hazardous materials investigations are by others
- Information generated by the consultants for Tunnels design (DP1) and Stations designs (DP2) will share information and data generated by their respective geotechnical investigations. DP1 and DP2 will combine this work.
- Includes 3.20 Geotechnical Characterization report.

Additional Compensation:

City shall pay Consultant the following amounts in full satisfaction and accord for the Additional Work described in this Section B of this First Amendment:

<u>Task 3.10: CTS Expanded Hydraulic Testing</u>	<u>Increase Amount:</u>	<u>\$ 26,100.00</u>
<u>Task 3.10: UMS Additional Two Soil Borings</u>	<u>Increase Amount:</u>	<u>\$ 34,500.00</u>
	<u>Subtotal Increase:</u>	<u>\$ 60,600.00</u>

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C. CHINATOWN STATION LOWERING

All of the work described in this Section C is Additional Work under the Tasks listed herein:

1. Task 3.0, "Geotechnical Investigations"

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 of CTS, the tunnel horizon coming into and leaving CTS will be approximately 25 feet deeper than the existing CN1254 design. Upon review of the geologic information in these areas, additional geotechnical information is needed to document ground conditions below the lower station horizon.

Two additional borings (CS-42 and CS-43) are proposed to provide additional data required for the CTS station design along with additional in-situ testing and lab testing planned. No piezometers are proposed for this phase of investigation, as the added expense of installation and monitoring will not add significant value at this stage of the project. The approximate locations and objectives of the borings are summarized in the table below.

An Addendum to the Geotechnical Data Report will be prepared to document the results of the borings in conjunction with the work in DP1, present the field and laboratory data, and present boring logs. This additional information will provide the basis for updating the Geotechnical Baseline Report, and Settlement impacts on Utilities Technical Memorandum.

Consultant shall perform the following Additional Work under Task 3.0:

- a. Develop investigation plan showing a single stage of investigation, borehole locations, planned depths, insitu testing, and procedures.
- b. Update existing site-specific Health & Safety Plan for Drilling Program.
- c. Screen investigation sites for underground utilities: contact Underground Service Alert (USA) a minimum of 48 hours prior to start of field activities. In addition, employ private utility locator to check proposed investigation locations for potential buried utilities.
- d. Drill two borings (CS-42 and CS-43) to depths ranging from 120 to 160 feet below existing ground surface.
- e. Employ geologists and/or geotechnical engineers to supervise drilling, log borings, conduct insitu testing, and retrieve and transport the soil and rock samples.
- f. Perform laboratory tests on selected samples of soil and rock to assess engineering properties and physical characteristics.

- g. Prepare technical memorandum to document new borings and test data obtained from the supplemental investigations including: summary of overall geologic setting and groundwater conditions, borings logs, and field and laboratory test results.
- h. Describe the impacts that certain adverse conditions could have on the progress of the work and to nearby structures and facilities.
- i. Review the update by DP1 on the geologic interpretive profile along the tunnel alignment.
- j. Update Geotechnical Baseline Report as part of the 90% Submittal.

Consultant shall produce the following Deliverables under Task 3.0:

Technical Memorandum CS155-1 Task 17.05 and CS155-2 Task 3.40; Supplemental Geotechnical Investigations, Additional CTS Investigation Borings CS-42, CS-43 and CS-44, Rev. 0, April 25, 2011

2. Task 6.20 Settlement Impacts on Utilities and Buildings

Consultant shall perform the following Additional Work under Task 6.20:

- a. Revise prior utility settlement analyses to reflect change in elevation of station (platform, cross-cut and cross-over caverns) and headhouse for impacts on existing utilities.
- b. Prepare technical memorandum to reflect change in station, headhouse and tunnel elevations at CTS. Analyses will assess effects of settlement on buildings caused by lowered station configuration and lowered tunnel profile.

Consultant shall produce the following Deliverables under Task 6.20:

- Technical Memorandum – Building Settlement Impacts due to Underground Construction

3. Task 10.10 Construction Cost Estimate & Schedule Review During Design Services

Consultant shall perform the following Additional Work under Task 10.10:

Prepare and submit updates to quantity takeoff submitted at the Interim Revised 65% Design and the updated 65% Submittal to reflect the station lowering of CTS, relocation of the cross-cut cavern to avoid underpinning of Mandarin Tower, changes to the amount of compensation grouting and other related changes as a result of the CTS lowering.

4. Task 12.0 Drawings and Documents

Consultant shall perform the following Additional Work under Task 12.0:

- Revise designs to conform to lowered station ("Scheme A5") requirements.

Consultant shall produce the following Deliverables under Task 12.0:

- Interim Drawings and Quantities Revisions for affected disciplines.

5. Additional Compensation:

City shall pay Consultant Nine Hundred Thousand Fifty Dollars (\$950,000) 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 added time to the Project schedule. following table summarizes the Options exercised:

Executed Contract Options:

Option Exercised	Letter No.	Base Amount	Base Fee	Option Amount	Option Fee
		\$35,059,241	\$3,308,718	\$4,890,707	\$474,821
Task 2.50	#0473	\$164,383	\$16,290	(\$164,383)	(\$16,290)
Task 12.07	#0473	\$110,392	\$10,940	(\$110,392)	(\$10,940)
Task 12.01.C5	#1232	\$12,796	\$1,268	(\$12,796)	(\$1,268)
Task 12.12	#0768	\$79,200	\$7,849	(\$79,200)	(\$7,849)

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 **Forty Million Nine Hundred Sixty Thousand Five Hundred Forty Eight Dollars (\$40,960,548)** ~~Thirty-Nine Million Nine Hundred Forty-Nine Thousand Nine Hundred and Forty-Eight Dollars (39,949,948)~~, of which **Thirty Six Million Four Hundred Thirty-Six Thousand Six Hundred and Twelve Dollars (\$36,436,612)** ~~Thirty Five Million Fifty-Nine Thousand Two Hundred and Forty-One Dollars (\$35,059,241)~~ is for Basic Services, and **Four Million Five Hundred Twenty-Three Thousand Nine Hundred and Thirty-Six Dollars (\$4,523,936)** ~~Four Million Eight Hundred Ninety Thousand Seven Hundred and Seven Dollars (\$4,890,707)~~ 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.

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 **Three Million Four Hundred Thirty-Four Thousand Nine Hundred and Ninety-One Dollars (\$3,434,991)** ~~Three Million Three Hundred Eight Thousand Seven Hundred and Eighteen Dollars (\$3,308,718)~~ for Basic Services and an additional **Four Hundred Thirty-Eight Thousand Four Hundred and Seventy-Four Dollars (\$438,474)** ~~Four Hundred Seventy Four Thousand Eight Hundred and Twenty-One Dollars (\$474,821)~~ for Optional Services. The Fixed Fee, which is profit, will be allocated to the Prime and Subconsultants and is included in the Total Price set forth above. The SFMTA will pay Consultant the Fixed Fee proportionate to the completion of the work under the Agreement.




3. Summary of First Amendment:

Total Amount of this First Amendment:	Increase:	\$ 1,010,600.00
Previous Total Contract Amount:		\$39,949,948.00
New Revised Total Contract Amount:		\$40,960,548.00

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>12-21-11</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>12-20-11</u></p>	<p>Approved:</p> <p>By:  Aileen Read Interim Project Manager Central Subway Design Group</p> <p>Dated: <u>December 20, 2011</u></p>

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>5-28-16</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>	

CONTRACT FOR CENTRAL SUBWAY

FINAL DESIGN PACKAGE # 2

MOSCONE, UNION SQUARE & CHINATOWN STATIONS

THIRD AMENDMENT



**Third 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 Third Amendment to the Agreement.

I. CONSTRUCTION OF THIRD AMENDMENT

- A. Except as expressly stated in this Third Amendment, the Consultant is responsible for performing all Work described in this Third Amendment.
- B. 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 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 Third Amendment is dated for convenience as November 4, 2016.
- C. Consultant hereby acknowledges and agrees that the amounts agreed for the Additional Work described in this Third Amendment shall constitute full accord and satisfaction of all actual 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 by payment of the compensation described below. 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.
- D. 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.

II. ADDITIONAL DESIGN SERVICES DURING CONSTRUCTION

A. Exhibit A Scope of Services, Task 16 is amended to add a , "Task 16.RSCG" a new section:

1. Task 16.RSCG Retrieval Shaft Compensation Grouting Design

Services

As part of the effort to support the Cutter Soil Mix Walls at the TBM Retrieval Shaft and to address the potential for excessive settlement of building structures on adjacent properties, this task will provide mitigation on impacts to the properties with (a) instrumentation and monitoring of ground settlement and building movement and (b) design and implementation of a subvertical compensation grouting system to protect and restore the ground support of buildings adjacent to the TBM Retrieval Shaft.

Deliverables

1. Design and preparation of a Compensation Grouting Work Plan, which shall include working drawings, calculations and a description of the drilling and grouting methods to be used to protect and restore the ground support of the three adjacent buildings.
2. Represent the design team during ground preconditioning activities to observe the grout operations and to make recommendations to the Contractor and Subcontractor as appropriate.
3. Review the Contractor and Subcontractor's site work and grouting records, and prepare a summary of results based on data provided by the construction contractor. Review daily readings of the settlement monitoring data and evaluate the effects of the ground movement on the adjacent buildings.
4. Represent the design team during the grouting activities when the trigger level is reached, to observe the grout operations, and make recommendations to the Contractor and Subcontractor as appropriate.

Task Leader

Sangmin Kim

Assumptions and Exceptions

1. Record drawings will be available to the designer.
2. The designer assumes no liability for the costs related to the actual quantities for the compensation grout pipes, grout volumes and the crew days.

B. Compensation for Additional Work:

City shall pay Consultant One Hundred Thirty-Two Thousand Sixty-Nine Dollars (\$132,069) lumpsum in full satisfaction and accord for the Additional Work described in this Third Amendment.

III. ADJUSTMENT OF CONTRACT AMOUNT

The Contract Amount is increased \$132,069 as compensation for the performance of the Additional Work described in this Third Amendment, as follows:

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

13.3.1 The Total Amount of compensation under this Agreement for all Work performed by Consultant, shall not exceed **Forty-One Million Five Hundred Seventy-Six Thousand Six Hundred Seventy Dollars (41,576,670)**, of which Thirty-Seven Million Twenty-Two Thousand Seven Hundred Thirty-Four Dollars (\$37,022,734) 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.




2. Summary of Third Amendment:

Total Amount of this Third Amendment:	\$ 132,069.00
Previous Total Contract Amount:	\$ 41,444,601.00
New Revised Total Contract Amount:	\$ 41,576,670.00

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 _____, 2016.

CITY	CONSULTANT
<p>Approved:</p> <p>By:  _____ Edward D. Reiskin Director of Transportation SFMTA</p> <p>Dated: <u>11-17-16</u></p>	<p>Approved:</p> <p>By:  _____ John Fisher Principal Central Subway Design Group</p> <p>Dated: <u>11/11/16</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>11-14-2016</u></p>	

CONTRACT FOR CENTRAL SUBWAY

FINAL DESIGN PACKAGE # 2

MOSCONE, UNION SQUARE & CHINATOWN
STATIONS

FOURTH AMENDMENT



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

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

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

I. CONSTRUCTION OF FOURTH AMENDMENT

- A. Except as expressly stated in this Fourth Amendment, the Consultant is responsible for performing all Work described in this Fourth Amendment.
- B. 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 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 Fourth Amendment is dated for convenience as June 5, 2018.
- C. 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.

II. ADDITIONAL DESIGN SERVICES DURING CONSTRUCTION

- A. Exhibit A Scope of Services, Task 16.20, Subsection "Services" is amended as follows:

16.20 Design Team Support

Services

Consultant will provide a single full time design team representative in the field during construction of all three stations. The representative will act as a liaison between the Consultant design staff, the CM, and SFMTA.

For Chinatown Station, Consultant will provide up to four full time field engineers and/or inspectors, as required, experienced in sequential excavation to provide services during the station excavation.

B. Consultant will provide additional resources, under Task 16 Design Services During Construction, to address both the extension in project duration and the increased number of RFIs, Submittals, Change Order Requests, Design Revision Requests, and a corresponding proportional increase in the level of design coordination and management costs. The original budget for Task 16 was based on a level of effort assumed during Request for Proposal period. It is assumed for purposes of this Amendment 4, that at project completion, the Consultants will answer approximately 3,900 RFIs and 3,900 Submittals and associated Design Revisions and Change Order Request merit evaluations based on the number of construction documents received from the construction Contractor.

C. Exhibit A Scope of Services, Task 16.30, Subsection "Assumptions and Exceptions" is amended as follows:

16.30 Shop Drawings Review and Consultation during construction

Assumptions and Exceptions

- Consultant may be required to provide additional design support reviewing Contractor Submittals and RFIs and amending Contract drawings and documents that were prepared and developed by the SFMTA.

D. Compensation for Additional Work:

City shall pay Consultant an amount not to exceed Six Million Three Hundred Twenty-Three Thousand Nine Hundred Thirty-Six Dollars (\$6,323,936) in full satisfaction and accord for the Additional Work described in this Fourth Amendment.

III. PREVIOUSLY EXERCISED OPTIONS

The SFMTA has exercised Options under the Contract to increase the Base Services amount by decreasing an equivalent amount of the remaining Optional Services. The total amount transferred by these exercises are Four Million One Hundred Twenty-Seven Thousand Four Hundred Sixty-Four Dollars (\$4,127,464). The transfer of funds did not change the Contract Sum or the Contract Time.

Option Exercised	Letter No.	Amount
Task 2.50	CS Letter No. 0473	\$164,383
Task 12.07	CS Letter No. 0473	\$110,392
Task 12.07	CS Letter No. 0768	\$79,200
Task 12.07	CS Letter No. 1232	\$12,796
Task 12.12	CS Letter No. 1348	\$83,000
Task 5.3	CS Letter No. 2689	\$437,192
Task 7.0	CS Letter No. 2689	\$159,059
Task 12.0	CS Letter No. 2689	\$3,081,442
Total		\$4,127,464

IV. ADJUSTMENT OF CONTRACT AMOUNT

The Contract Amount is increased by an amount not to exceed \$6,323,936 as compensation for the performance of the Additional Work described in this Fourth Amendment, as follows:

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

13.3.1 The Total Amount of compensation under this Agreement for all Work performed by Consultant, shall not exceed Forty-Seven Million Nine Hundred Thousand Six Hundred and Six Dollars (\$47,900,606), of which Forty-Seven Million One Hundred Seven Thousand Three Hundred and Sixty-Three Dollars (\$47,107,363) is for Basic Services, and Seven Hundred Ninety-Three Thousand Two Hundred and Forty-Three Dollars (\$793,243) 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 by amendment of the Agreement. The Fixed Fee is not tied to Consultant's overhead rates and shall not increase or decrease based on overhead audit findings.

2. Section 13.4.1 ("Fixed Fee") of the Agreement is replaced in its entirety 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 Four Million Four Hundred Five Thousand Fifty-Nine Dollars (\$4,405,059) for Basic Services and an additional Eighty-Three Thousand Eight Hundred and Fifty Dollars (\$83,850) for Optional Services. The Fixed Fee, which is profit, will be allocated to the Prime and Subconsultants and is included in the Total Price set forth above. The SFMTA will pay Consultant the Fixed Fee proportionate to the completion of the work under the Agreement.





3. Summary of Fourth Amendment:

Total Amount of this Fourth Amendment:	\$ 6,323,936
Previous Total Contract Amount:	\$ 41,576,670
New Revised Total Contract Amount:	\$ 47,900,606

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 27th day of June, 2018.

CITY	CONSULTANT
Approved:	Approved:
By:  Edward D. Reiskin Director of Transportation SFMTA Dated: <u>6/27/2018</u>	By:  John Fisher Principal Central Subway Design Group Dated: <u>5/31/2018</u>
SFMTA Board of Directors	
Resolution No. <u>180605-090</u>	
Dated: <u>6/5/18</u>	
Attest:	
 Roberta Boomer, Secretary SFMTA Board of Directors	
Approved as to form:	
Dennis J. Herrera City Attorney	
By:  Robert K. Stone Deputy City Attorney	
Dated: <u>June 11, 2018</u>	

CONTRACT FOR CENTRAL SUBWAY

FINAL DESIGN PACKAGE # 2

MOSCONE, UNION SQUARE & CHINATOWN STATIONS

FIFTH AMENDMENT



**Fifth 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**

This Fifth Amendment to 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) ("the Contract") modifies the Contract to extend the Contract Term, as described below.

I. 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 Fifth Amendment will be effective on the date stated on the signature page.

II. SUMMARY OF FIFTH AMENDMENT

Change to Contract Amount:	None
Total Contract Amount:	\$47,900,606.00
Total Contract Time added by this Contract Modification:	Two years
Notice to Proceed Date	April 5, 2010
Previous Contract Completion Date:	April 4, 2020
Amended Contract Completion Date:	April 4, 2022

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 _____, 2020.

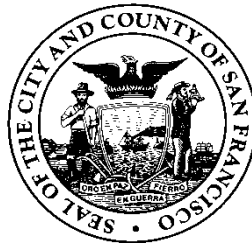
CITY	CONSULTANT
Recommended:	Approved:
By: <u>Nadeem Tahir</u> Nadeem S. Tahir, P.E. Program Director SFMTA	By: <u>John Fisher</u> John Fisher Principal Central Subway Design Group
Approved:	
By: <u></u> Jeffrey Tumlin Director of Transportation SFMTA	
Approved as to form:	
Dennis J. Herrera City Attorney	
By: <u>Rob Stone</u> Robert K. Stone Deputy City Attorney n:\ptc\las2020\1000387\01437569.doc	

CONTRACT FOR CENTRAL SUBWAY

FINAL DESIGN PACKAGE # 2

MOSCONE, UNION SQUARE & CHINATOWN STATIONS

SIXTH AMENDMENT



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

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

The City and County of San Francisco ("City"), by and through its Municipal Transportation Agency ("SFMTA") and the Central Subway Design Group ("Consultant" or "CSDG"), agree to amend Contract CS-155-2 ("the Agreement") to increase the contract amount for additional design and engineering support services through the completion of the Central Subway Project, as described in this Sixth Amendment to the Agreement.

I. CONSTRUCTION OF SIXTH AMENDMENT

- A. Except as expressly stated in this Sixth Amendment, the Consultant is responsible for performing all Work described in this Sixth Amendment.
- B. Except as specifically provided in this Sixth Amendment, all other terms and conditions of the Agreement remain unchanged. No provision of this Sixth Amendment shall amend any agreement or contract other than the "Agreement between the City and County of San Francisco and the Central Subway Design Group for Architectural and Engineering Services for the Final Design and Construction of the San Francisco Municipal Transportation Agency Central Subway Project" (Third Street Light Rail Project, Phase 2, or "the Project"), SFMTA Contract No. CS-155-2 . This Sixth Amendment is dated for convenience as May 11, 2020.
- C. In signing this Sixth Amendment, the signatories certify that each is authorized to execute this Sixth Amendment and thereby bind the party he or she represents.

II. ADDITIONAL DESIGN SERVICES DURING CONSTRUCTION

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

16.20 Design Team Support

Services

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

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

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

III. ADJUSTMENT OF CONTRACT AMOUNT

The Contract Amount is increased by \$6,879,086.00 as compensation for the performance of the Additional Work described in this Sixth Amendment, as follows:

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

13.3.1 The Total Amount of compensation under this Agreement for all Work performed by Consultant, shall not exceed **Fifty-Four Million Seven Hundred Seventy-Nine Thousand Six Hundred Ninety-Two Dollars (\$54,779,692.00)**, of which Fifty-Three Million Nine Hundred Eighty Six Thousand Four Hundred and Forty-Nine Dollars (\$53,986,449) is for Basic Services, and Seven Hundred Ninety-Three Thousand Two Hundred and Forty-Three Dollars (\$793,243) is for Optional Services. Contractor's Fixed Fee, as described below, is included in the Contract Amount. The Total Amount of compensation shall be adjusted annually based on overhead audits performed pursuant to Section 13.11 by each respective consultant of the overhead rate (which shall include the costs of procuring and maintaining the project specific insurance rider or practice rider by KHA and MWA as identified in Section 15.5). This adjustment shall be made by amendment of the Agreement. The Fixed Fee is not tied to Consultant's overhead rates and shall not increase or decrease based on overhead audit findings.

- 2. Section 13.4.1 ("Fixed Fee") of the Agreement is replaced in its entirety to increase the Consultant's Fixed Fee by \$625,371.00 for a total Fixed Fee of \$5,114,280, as follows:**

13.4.1 For all of the Consultant's Basic Services, which are all services provided by Consultant except for those tasks and work specifically identified as Additional Work, the Agency shall pay the Consultant a Fixed Fee, which is Consultant's profit for performing the Basic Services under this Agreement. The Fixed Fee shall not exceed a sum total of **Five Million Thirty Thousand Four Hundred Thirty Dollars (\$5,030,430.00)** for Basic Services and an additional **Eighty-Three Thousand Eight Hundred and Fifty Dollars (\$83,850.00)** for Optional Services. The Fixed Fee, which is profit, will be allocated to the Prime and Subconsultants and is included in the Total

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

3. Summary of Sixth Amendment:

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

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

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 May 11, 2020.

CITY	CONSULTANT
Recommended:	Approved:
By: <u>Nadeem Tahir</u> Nadeem S. Tahir, P.E. Program Director	By: <u>John Fisher</u> John Fisher Principal, Central Subway Design Group
Approved:	
By: <u>Jeffrey Tumlin</u> Jeffrey Tumlin Director of Transportation, SFMTA	
SFMTA Board of Directors	
Resolution No. <u>200602-051</u>	
Dated: <u>June 2, 2020</u>	
Attest:	
<u>Roberta Boomer</u> Roberta Boomer, Secretary SFMTA Board of Directors	
Approved as to form:	
Dennis J. Herrera City Attorney	
By: <u>Robert K. Stone</u> Robert K. Stone Deputy City Attorney n:\ptc\as2020\1000387\01444032.doc	


Certificate Of Completion

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Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Jaimie Chau
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1 South Van Ness, 3rd Floor
	San Francisco, CA 94103
	Jaimie.Chau@sfmta.com
	IP Address: 75.10.236.7

Record Tracking

Status: Original	Holder: Jaimie Chau	Location: DocuSign
5/7/2020 8:17:40 AM	Jaimie.Chau@sfmta.com	

Signer Events

Signer Events	Signature	Timestamp
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	Signature Adoption: Pre-selected Style Using IP Address: 63.76.175.51	

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

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Intermediary Delivery Events

Status

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Certified Delivery Events

Status

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Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Signing Complete	Security Checked	5/7/2020 9:31:50 AM
Completed	Security Checked	5/7/2020 9:31:50 AM

Payment Events

Status

Timestamps

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 200602-051

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, On December 1, 2009, the SFMTA Board of Directors awarded Contract CS-155-2 (Contract) to Central Subway Design Group (CSDG) to design three subway stations for the Central Subway Project, for an amount not to exceed \$39,949,959, including \$4,890,707 in optional work, for a ten-year term with an option to extend the term two years; and,

WHEREAS, On March 2, 2010, the Board of Supervisors approved the award of the Contract to CSDG; and,

WHEREAS, The Contract has been modified five times to compensate CSDG for additional work required to address unexpected site conditions and design changes required by the City. The five amendments increased the total contract amount by \$7,950,647, for a total amended contract amount not to exceed \$47,900,606; and,

WHEREAS, CSDG provides engineering support services construction to interpret design documents, answer questions and provide direction to the construction contractor, review contractor submittals, and inspect completed work; and,

WHEREAS, Construction substantial completion date for the Central Subway Project is projected at the end of 2020; and,

WHEREAS, Amendment No. 6 to the Contract provides compensation to CSDG so that the City may continue to receive CSDG's engineering and design services, which are additional services necessary to support the construction of the Central Subway stations; and,

WHEREAS, The Central Subway Final Supplemental Environmental Impact Statement / Supplemental Environmental Impact Report (Central Subway SEIS/SEIR) evaluated the environmental impacts of the Central Subway project, including construction of the subway stations. On August 7, 2008, the San Francisco Planning Commission certified the Final SEIR (Case No. 1996.281E). On August 19, 2008 the SFMTA Board of Directors approved Resolution 08-150 adopting Central Subway Project Alternative 3B as the Locally Preferred Alternative, the CEQA Findings, Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Plan; and,

WHEREAS, The proposed Amendment No. 6 to the Contract as described herein falls within the scope of the Central Subway SEIS/SEIR; and,


WHEREAS, The Central Subway SEIS/SEIR is on file with the SFMTA Board of Directors and may be found in the records of the Planning Department at 1650 Mission Street in San Francisco, and is incorporated herein by reference; therefore, be it

RESOLVED, That the SFMTA Board has reviewed and considered the Central Subway Final Supplemental Environmental Impact Statement / Supplemental Environmental Impact Report and record as a whole, and finds that the Central Subway SEIS/SEIR is adequate for the Board's use as the decision-making body for the actions taken herein, and incorporates the CEQA findings by this reference as though set forth in this Resolution; and be it further

RESOLVED, The SFMTA Board of Directors approves Amendment No. 6 to Contract CS-155-2, Architectural and Engineering Services for the Final Design and Construction of the Central Subway Project, with the Central Subway Design Group, for additional design support services through completion of the Project, and to increase the contract amount by \$6,879,086, for a total amended contract amount not to exceed \$54,779,692; and be it further

RESOLVED, The SFMTA Board of Directors requests that the Board of Supervisors approve Amendment No. 6 to Contract CS-155-2, Architectural and Engineering Services for the Final Design and Construction of the Central Subway Project, with the Central Subway Design Group, for additional design support services through completion of the Project, and to increase the contract amount by \$6,879,086, for a total amended contract amount not to exceed \$54,779,692.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of June 2, 2020.



Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

Certificate Of Completion

Envelope Id: 1D7395185E6A4A46B385B8B111373BC8	Status: Completed
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Source Envelope:	
Document Pages: 8	Signatures: 4
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Jaimie Chau
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1 South Van Ness, 3rd Floor
	San Francisco, CA 94103
	Jaimie.Chau@sfmta.com
	IP Address: 75.10.236.7

Record Tracking


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6/3/2020 2:21:02 PM	Jaimie.Chau@sfmta.com	

Signer Events

Signer Events	Signature	Timestamp
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Nadeem.Tahir@sfmta.com		Viewed: 6/3/2020 3:01:36 PM
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Electronic Record and Signature Disclosure:

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Rob Stone		Sent: 6/3/2020 3:01:58 PM
Rob.Stone@sfcityatty.org		Viewed: 6/3/2020 3:33:08 PM
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 Phone: +1 415-246-8042

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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roberta.boomer@sfmta.com		Viewed: 6/3/2020 3:41:14 PM
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Jeffrey Tumlin Jeffrey.Tumlin@sfmta.com CCSF - MTA - Municipal Transportation Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 157.131.169.93	Sent: 6/3/2020 3:41:21 PM Viewed: 6/3/2020 4:12:38 PM Signed: 6/4/2020 6:50:38 AM

Electronic Record and Signature Disclosure:
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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)	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 6/4/2020 6:50:39 AM
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Electronic Record and Signature Disclosure:
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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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Signing Complete	Security Checked	6/4/2020 6:50:39 AM
Completed	Security Checked	6/4/2020 6:50:39 AM

Payment Events	Status	Timestamps
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Seventh Amendment to Agreement between the City and County
of San Francisco
and
Central Subway Design Group 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-155-2
Design Package #2

SEVENTH AMENDMENT



**Seventh 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 Central Subway Design Group ("Consultant" or "Designer"), entered into Contract CS-155-2 ("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 Seventy Eight 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 Seventy-Eight (178) 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 Seventh Amendment will be effective on the date stated on the signature page retroactive to April 4, 2022.



B. SUMMARY OF THE SEVENTH AMENDMENT

Total Amount of this Seventh Amendment:	None
Previous Total Contract Amount:	\$54,779,692.00
New Revised Total Contract Amount:	\$54,779,692.00
Total Contract Time added by this Contract Modification:	178 days
Previous Contract Completion Date:	April 04, 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.

May 11, 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></u> Jeffrey Tumlin Director of Transportation SFMTA</p> <p>Approved as to form:</p> <p>David Chiu City Attorney</p> <p>By: <u></u> Robert K. Stone Deputy City Attorney</p> <p>n:\ptc\as2022\1000387\01598159.docx</p>	<p>Approved:</p> <p>By: <u>Elizabeth Justison</u> Elizabeth P. Justison Principal, Central Subway Design Group</p>

Certificate Of Completion

Envelope Id: F72A9F1056CA4B8889A53E822A326C74

Status: Completed

Subject: Please DocuSign: Central Subway CSDG CS-155-2 Contract Mod No. 7

Source Envelope:

Document Pages: 3

Signatures: 4

Envelope Originator:

Certificate Pages: 2

Initials: 0

Jaimie Chau

AutoNav: Enabled

1 South Van Ness, 3rd Floor

Envelope 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

4/29/2022 8:16:50 AM

Jaimie.Chau@sfmta.com

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

Elizabeth Justison

liz.justison@wsp.com

Security Level: Email, Account Authentication
(None)

Sent: 4/29/2022 8:22:36 AM

Viewed: 5/1/2022 6:56:45 PM

Signed: 5/5/2022 1:47:55 PM

Signature Adoption: Pre-selected Style

Signed by link sent to liz.justison@wsp.com

Using IP Address: 104.129.198.50

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: 5/5/2022 1:47:57 PM

Resent: 5/9/2022 7:41:53 AM

Viewed: 5/10/2022 7:35:38 AM

Signed: 5/10/2022 7:35:58 AM

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: 5/10/2022 7:35:59 AM

Viewed: 5/11/2022 1:22:05 PM

Signed: 5/11/2022 1:22:14 PM

Signature Adoption: Uploaded Signature Image

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

Using IP Address: 208.121.32.145

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Performed: 5/11/2022 1:16:58 PM

Phone: +1 415-246-8042

Signer Events	Signature	Timestamp
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 Phone: +1 415-246-8042

Electronic Record and Signature Disclosure:
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Jeff Tumlin
 Jeffrey.Tumlin@sfmta.com
 DOT



Sent: 5/11/2022 1:22:15 PM
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 Signed: 5/11/2022 1:55:08 PM

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: 174.194.207.90
 Signed using mobile

Electronic Record and Signature Disclosure:
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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)



Sent: 5/11/2022 1:55:09 PM

Electronic Record and Signature Disclosure:
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	5/11/2022 1:55:08 PM
Completed	Security Checked	5/11/2022 1:55:09 PM

Payment Events	Status	Timestamps
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Eighth Amendment to Agreement between the City and County of
San Francisco
and
Central Subway Design Group 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-155-2
Design Package #2

EIGHTH AMENDMENT



**Eighth 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 Central Subway Design Group ("Consultant" or "Designer"), entered into Contract CS-155-2 ("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 Two Hundred 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 Eighty Seven 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 Eighth Amendment will be effective on the date stated on the signature page.

B. SUMMARY OF THE EIGHTH AMENDMENT

Total Amount of this Eighth Amendment:	None
Previous Total Contract Amount:	\$54,779,692.00
New Revised Total Contract Amount:	\$54,779,692.00
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 28, 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>Elizabeth Justison</u> Elizabeth P. Justison Principal, Central Subway Design Group</p>

Certificate Of Completion

Envelope Id: 9DF0B6307EC94CF89C4CBE738720E4AC	Status: Completed
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Source Envelope:	
Document Pages: 3	Signatures: 4
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Disabled	Jaimie Chau
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1 South Van Ness, 3rd Floor
	San Francisco, CA 94103
	Jaimie.Chau@sfmta.com
	IP Address: 75.10.236.7

Record Tracking

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Signer Events

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Elizabeth Justison	Sent: 9/19/2022 2:53:52 PM
liz.justison@wsp.com	Viewed: 9/19/2022 3:08:14 PM
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Nadeem Tahir	Sent: 9/26/2022 3:58:03 PM
Nadeem.Tahir@sfmta.com	Viewed: 9/26/2022 6:27:50 PM
CCSF - MTA - Municipal Transportation	Signed: 9/26/2022 6:28:17 PM
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Electronic Record and Signature Disclosure:
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Rob Stone	Sent: 9/26/2022 6:28:18 PM
Rob.Stone@sfcityatty.org	Resent: 9/27/2022 3:50:17 PM
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Phone: +1 415-246-8042

Electronic Record and Signature Disclosure:
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Signer Events	Signature	Timestamp
Jeff Tumlin Jeffrey.Tumlin@sfmta.com DOT CCSF - MTA - Municipal Transportation Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 75.10.236.3	Sent: 9/27/2022 5:31:11 PM Viewed: 9/28/2022 11:45:18 AM Signed: 9/28/2022 11:45:36 AM

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery 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)	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 9/28/2022 11:45:38 AM
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Notary Events	Signature	Timestamp
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Completed	Security Checked	9/28/2022 11:45:38 AM

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SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 09 - 202

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 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 Proposals (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 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 Central Subway Design Group 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 SFMTA Board of Directors authorizes the Executive Director/CEO to execute Contract CS-155-2, Architectural and Engineering services for the Final Design and Construction of the Central Subway Project – Station Design, with Central Subway Design Group, a joint venture between Parsons Brinkerhoff, Inc. and Michael Willis Architecture, Inc. and Kwan Hemni Architecture, Inc., for an amount not to exceed \$39,949,959 for all base and optional contract work to complete the final design of the Central Subway Stations, and 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 SFMTA Board of Directors recommends Contract CS-155-2 to the Board of Supervisors for its approval.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of DEC 01 2009.



Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 180605-090

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, On December 1, 2009, the SFMTA Board of Directors awarded Contract CS-155-2 (Contract) to Central Subway Design Group (CSDG) to design three subway stations for the Central Subway Project, for an amount not to exceed \$39,949,959, including \$4,890,707 in optional work, for a ten-year term with an option to extend the term two years; and,

WHEREAS, On March 2, 2010, the Board of Supervisors approved the award of the Contract to CSDG; and,

WHEREAS, The Contract has been modified three times to compensate CSDG for additional work required to address unexpected site conditions and design changes required by the City. The three amendments increased the total contract amount by \$1,626,722, for a total amended contract amount not to exceed \$41,576,670; and,

WHEREAS, CSDG provides engineering support services construction to interpret design documents, answer questions and provide direction to the construction contractor, review contractor submittals, and inspect completed work; and,

WHEREAS, Construction of the Central Subway Project has been delayed 15 months beyond the original substantial completion date; and,

WHEREAS, Amendment No. 4 to the Contract provides compensation to CSDG so that the City may continue to receive CSDG's engineering and design services, which are necessary to support the construction of the Central Subway stations; and,

WHEREAS, Amendment No. 1 to the Contract provides compensation to CSDG for design work necessary to lower the Chinatown Station approximately by 25 feet to avoid impacts to the Mandarin Tower in Chinatown; and,

WHEREAS, Due to staff misunderstanding of the Director of Transportation's authority to approve contracts, Amendment No. 1 was not presented to the SFMTA Board of Directors for approval, nor to the Board of Supervisors for approval; and,

WHEREAS, With the approval of Amendments No. 1 and No. 4 to the Contract, the revised base and optional contract amounts for the final design of the Central Subway stations, construction support and other related services shall not exceed \$47,107,363 and \$793,243, respectively; and,

WHEREAS, The Central Subway Final Supplemental Environmental Impact Statement / Supplemental Environmental Impact Report (Central Subway SEIS/SEIR) evaluated the environmental impacts of the Central Subway project, including construction of the subway stations. On August 7, 2008, the San Francisco Planning Commission certified the Final SEIR (Case No. 1996.281E). On August 19, 2008 the SFMTA Board of Directors approved Resolution 08-150 adopting Central Subway Project Alternative 3B as the Locally Preferred Alternative, the CEQA Findings, Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Plan; and,

WHEREAS, The environmental review determination is on file with the SFMTA Board of Directors, and may be found in the records of the Planning Department at 1650 Mission Street in San Francisco, and is incorporated herein by reference; and,

WHEREAS, As to Amendment No. 4 to the Contract, on April 27, 2018, the SFMTA, under authority delegated by the Planning Department, determined that Amendment No. 4 to the Contract is not defined as a “project” under the California Environmental Quality Act (CEQA) pursuant Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the CEQA determination regarding Amendment No. 4 to the Contract is on file with the Secretary to the SFMTA Board of Directors, and is incorporated herein by reference; now therefore be it


RESOLVED, The SFMTA Board of Directors approves retroactively Amendment No. 1 to CS-155-2, 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 by \$1,010,600 to compensate CSDG for additional design work necessary to lower the Chinatown Station; and be it further

RESOLVED, The SFMTA Board of Directors requests that the Board of Supervisors retroactively approve Amendment No. 1 to CS-155-2, 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 by \$1,010,600 to compensate CSDG for additional design work necessary to lower the Chinatown Station; and be it further

RESOLVED, The SFMTA Board of Directors approves Amendment No. 4 to CS-155-2, 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 by \$6,323,936 for additional work necessary to provide engineering services through completion of Project construction, for a total contract amount not to exceed \$47,900,606; and be it further

RESOLVED, The SFMTA Board of Directors requests that the Board of Supervisors approves Amendment No. 4 to CS-155-2, 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 by \$6,323,936 for additional work necessary to provide engineering services through completion of Project construction, for a total contract amount not to exceed \$47,900,606.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of June 5, 2018.



Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 200602-051

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, On December 1, 2009, the SFMTA Board of Directors awarded Contract CS-155-2 (Contract) to Central Subway Design Group (CSDG) to design three subway stations for the Central Subway Project, for an amount not to exceed \$39,949,959, including \$4,890,707 in optional work, for a ten-year term with an option to extend the term two years; and,

WHEREAS, On March 2, 2010, the Board of Supervisors approved the award of the Contract to CSDG; and,

WHEREAS, The Contract has been modified five times to compensate CSDG for additional work required to address unexpected site conditions and design changes required by the City. The five amendments increased the total contract amount by \$7,950,647, for a total amended contract amount not to exceed \$47,900,606; and,

WHEREAS, CSDG provides engineering support services construction to interpret design documents, answer questions and provide direction to the construction contractor, review contractor submittals, and inspect completed work; and,

WHEREAS, Construction substantial completion date for the Central Subway Project is projected at the end of 2020; and,

WHEREAS, Amendment No. 6 to the Contract provides compensation to CSDG so that the City may continue to receive CSDG's engineering and design services, which are additional services necessary to support the construction of the Central Subway stations; and,

WHEREAS, The Central Subway Final Supplemental Environmental Impact Statement / Supplemental Environmental Impact Report (Central Subway SEIS/SEIR) evaluated the environmental impacts of the Central Subway project, including construction of the subway stations. On August 7, 2008, the San Francisco Planning Commission certified the Final SEIR (Case No. 1996.281E). On August 19, 2008 the SFMTA Board of Directors approved Resolution 08-150 adopting Central Subway Project Alternative 3B as the Locally Preferred Alternative, the CEQA Findings, Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Plan; and,

WHEREAS, The proposed Amendment No. 6 to the Contract as described herein falls within the scope of the Central Subway SEIS/SEIR; and,


WHEREAS, The Central Subway SEIS/SEIR is on file with the SFMTA Board of Directors and may be found in the records of the Planning Department at 1650 Mission Street in San Francisco, and is incorporated herein by reference; therefore, be it

RESOLVED, That the SFMTA Board has reviewed and considered the Central Subway Final Supplemental Environmental Impact Statement / Supplemental Environmental Impact Report and record as a whole, and finds that the Central Subway SEIS/SEIR is adequate for the Board's use as the decision-making body for the actions taken herein, and incorporates the CEQA findings by this reference as though set forth in this Resolution; and be it further

RESOLVED, The SFMTA Board of Directors approves Amendment No. 6 to Contract CS-155-2, Architectural and Engineering Services for the Final Design and Construction of the Central Subway Project, with the Central Subway Design Group, for additional design support services through completion of the Project, and to increase the contract amount by \$6,879,086, for a total amended contract amount not to exceed \$54,779,692; and be it further

RESOLVED, The SFMTA Board of Directors requests that the Board of Supervisors approve Amendment No. 6 to Contract CS-155-2, Architectural and Engineering Services for the Final Design and Construction of the Central Subway Project, with the Central Subway Design Group, for additional design support services through completion of the Project, and to increase the contract amount by \$6,879,086, for a total amended contract amount not to exceed \$54,779,692.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of June 2, 2020.



Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 230606-051

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, On December 1, 2009, the SFMTA Board of Directors adopted Resolution No. 09-202 and the Board of Supervisors passed Resolution No. 68-10 on March 2, 2010 awarding Contract CS-155-2 (Contract) to Central Subway Design Group (CSDG) to design three stations for the Central Subway Project (Project), not to exceed \$39,949,959, for a ten-year term with a two-year extension option; and,

WHEREAS, On March 2, 2010, the Board of Supervisors approved the award of the Contract to CSDG; and,

WHEREAS, CSDG designed the Project stations, and during Project construction CSDG provided engineering support services to review and respond to construction contractor submittals, requests for information, requests for substitution, change order requests and contract claims, and verify design compliance; and,

WHEREAS, The Contract previously was modified eight times to compensate CSDG for additional work to address unexpected site conditions and design changes required by the SFMTA, and to extend the contract as necessary due to Project construction delays; and,
WHEREAS, The SFMTA has decided to have additional Project work performed by contractors other than Tutor Perini Corp., the existing contractor for trackways, stations and systems. Amendment No. 9 increases the contract amount of the CSDG Contract by \$2,000,000 and extends the term of that Agreement by two years, so that CSDG may provide design and design construction support that additional work; and,

WHEREAS, The Central Subway Final Supplemental Environmental Impact Statement/Supplemental Environmental Impact Report (Central Subway SEIS/SEIR) evaluated the environmental impacts of the Central Subway Project, including construction of the subway stations; on August 7, 2008, the San Francisco Planning Commission certified the Final SEIR (Case No. 1996.281E); on August 19, 2008, the SFMTA Board of Directors approved Resolution 08-150 adopting Central Subway Project Alternative 3B as the Locally Preferred Alternative, the California Environmental Quality Act (CEQA) Findings, Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Plan; and,

WHEREAS, The services CSDG shall provide under Amendment No. 9, as described above, are within the scope of the Final SEIS/SEIR; and,

WHEREAS, The Central Subway SEIS/SEIR is on file with the SFMTA Board of Directors and may be found in the records of the Planning Department at <https://sfplanning.org/> and 49 South Van Ness Avenue, Suite 1400 in San Francisco, and is incorporated herein by

reference; therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors has reviewed and considered the Central Subway Supplemental Environmental Impact Statement/Supplemental Environmental Impact Report and record as a whole, and finds that the Central Subway Supplemental Environmental Impact Statement/Supplemental Environmental Impact Report is adequate for the Board's use as the decision-making body for the actions taken herein relative to construction of the Project, and incorporates the California Environmental Quality Act findings by this reference as though set forth in this Resolution; and be it further

RESOLVED, The San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to approve Amendment No. 9 to Contract No. CS-155-2, Architectural and Engineering Services for the Final Design and Construction of the Central Subway Project with the Central Subway Design Group, to extend the Contract Term one year to July 1, 2024 and to increase the Contract Amount \$1,000,000 for a total amended Contract Amount not to exceed \$55,779,692, effective June 30, 2023, with an option to extend the Contract Term an additional one year to July 1, 2025 and increase the Contract Amount an additional \$1,000,000, subject to SFMTA Board approval, to support Central Subway fixed guideway and station improvements work; and be it further

RESOLVED, The Director of Transportation will report to the San Francisco Municipal Transportation Agency Board of Directors the scope and status of the work that the Central Subway Design Group will have performed under the approved Amendment No. 9, if staff seeks to exercise the option to extend the Contract further; and be it further

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors requests the Board of Supervisors to approve Amendment No. 9 to Contract No. CS-155-2, Architectural and Engineering Services for the Final Design and Construction of the Central Subway Project with the Central Subway Design Group, to extend the Contract Term one year to July 1, 2024 and to increase the Contract Amount \$1,000,000 for a total amended Contract Amount not to exceed \$55,779,692, effective June 30, 2023, with an option to extend the Contract Term an additional one year to July 1, 2025 and increase the Contract Amount an additional \$1,000,000, to support Central Subway fixed guideway and station improvements work, the option to be exercised by the SFMTA Board of Directors without further approval of the Board of Supervisors; and be it further

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation, in consultation with the City Attorney, to make such corrections and changes to this Amendment No. 9 as necessary to effect the intent and purposes of the Board of Directors in this matter, provided that such changes do not increase the term or contract amount of the Contract except as expressly authorized in this Resolution.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of June 6, 2023.



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 #: 230775

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
Janet Martinsen	415.994.3143
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
MTA SF Municipal Transportation Agency	janet.martinsen@sfmta.com

5. CONTRACTOR	
NAME OF CONTRACTOR Central Subway Design Group	TELEPHONE NUMBER 415.243.4600
STREET ADDRESS (including City, State and Zip Code) 425 Market Street, 17th Floor, San Francisco, CA 94105	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 230775
DESCRIPTION OF AMOUNT OF CONTRACT \$55,779,692		
NATURE OF THE CONTRACT (Please describe) CSDG provides services to render professional architectural and engineering 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	Fisher	John	Other Principal Officer
2	Henmi	Denis	Other Principal Officer
3	Lanning	Bill	Other Principal Officer
4	WSP		Shareholder
5	Kwan Henmi Architects		Shareholder
6	Michael willis Architects		Shareholder
7	CB Engineers		Subcontractor
8	Dr. Sauer Corporation		Subcontractor
9	F.E. Jordan Associates, Inc		Subcontractor
10	Forrell/Elsesser Engineers		Subcontractor
11	F.W. Associates, Inc		Subcontractor
12	Robin Chiang & Company		Subcontractor
13	S J Engineers, Inc		Subcontractor
14	Silverman & Light, Inc		Subcontractor
15	SOHA Engineers		Subcontractor
16	Telamon Engineering		Subcontractor
17	YEI Engineers, Inc		Subcontractor
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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
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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
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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>
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From: [Conine-Nakano, Susanna \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Martinsen, Janet \(MTA\)](#)
Subject: Mayor -- Resolution -- Central Subway Contract No. 155-2
Date: Tuesday, June 27, 2023 5:24:37 PM
Attachments: [Mayor -- Resolution -- Central Subway Contract No. 155-2.zip](#)

Hello Clerks,

Attached for introduction to the Board of Supervisors is a Resolution Approving Amendment No. 9 to Contract No. CS-155-2, 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 \$55,779,692, 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 one 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