

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

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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>	