

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

**Ninth Amendment to the Design Agreement between the City and County of San Francisco  
and HNTB-TSE JV for Architectural and Engineering Services for the Final Design and  
Construction of the San Francisco Municipal Transportation Agency  
Central Subway Project**

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

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

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

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

**A. Construction Of Ninth Amendment**

1. Where a new section is added in its entirety or a section has been deleted or replaced its entirety, the text so indicates.
2. Unless otherwise specifically stated, the Consultant is the party responsible for performing the Work described in the Ninth Amendment.
3. The amounts stated in this Ninth Amendment as compensation for agreed upon work described herein is full compensation for said Work, payment of which by City to Consultant shall be an accord and satisfaction of any and all obligations by City to Consultant for said Work.
4. Except as specifically provided in this Ninth Amendment, all other terms and condition of the Agreement remain unchanged. No provision of this Ninth Amendment shall amend any agreement or contract other than the “Agreement between the City and County of San Francisco and HNTB- TSE JV for architectural and Engineering Services for the Final Design and Construction of the San Francisco Municipal Transportation Agency Central Subway Project” (Third Street Light Rail

Project, Phase 2), SFMTA Contract No. CS-155-3. This Ninth Amendment is dated for convenience as August 31, 2018.

5. Consultant hereby acknowledges and agrees that the amounts agreed for the Work described in this Ninth Amendment shall be in full accord and satisfaction of all current prospective costs incurred in connection with Consultant's performance of said Work, without limitation. Consultant releases SFMTA from all claims for which full accord and satisfaction is hereby made, as set forth above. If this modification involves the granting of an extension of time, with or without cost, Consultant hereby releases SFMTA from all claims and costs associated with such extension of time. Such cost may include, but are not limited to, costs for labor, materials, equipment, and disruption, lost productivity, escalation, delay, extended overhead, administration and extended performance time.
6. In signing this Ninth Amendment, the signatories certify that each is authorized to execute this Ninth Amendment and thereby bind the party he or she represents.

**B. Description of Work**

**Task B1-16 Integrated System Replacement Construction Support**

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

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

**Task B3-16 Transportation Management Center Construction Support Cost Savings**

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

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

**C. Previously Exercised Options and Amendments Issued**

By letters (referenced in the following table), the SFMTA has exercised Options under the Contract, which have increased the Base Amount of the Contract Sum and decreased the remaining value of Option Work by equivalent amounts. The SFMTA's exercise of options and the Consultant's performance of the Optional Work has not increased the Contract Sum, Contract Time, or Project schedule. The following table summarizes the Options exercised and Amendments issued:

Letter No.	Base Amount	Base Fee	Total Options or Mod	Total Base Contract	Option Amount	Option Fee	Total Option Exercise	Total Optional Contract
	\$22,558,394	\$2,366,458		\$24,924,852	\$6,652,093	\$717,374		\$7,369,467
C3 B0001	\$31,002	\$3,410	\$34,412	\$24,959,264	(\$31,002)	(\$3,410)	(\$34,412)	\$7,335,055
C3 B0002	\$346,484	\$38,113	\$384,597	\$25,343,861	(\$346,484)	(\$38,113)	(\$384,597)	\$6,950,458
#0933	\$665,574	\$73,213	\$738,787	\$26,082,649	(\$665,574)	(\$73,213)	(\$738,787)	\$6,211,670
#1213	\$209,819	\$23,080	\$232,899	\$26,315,548	(\$209,819)	(\$23,080)	(\$232,899)	\$5,978,771
Amend 1	\$140,082	\$12,800	\$152,882	\$26,468,430				\$5,978,771
#1381	\$49,290	\$5,422	\$54,712	\$26,523,142	(\$49,290)	(\$5,422)	(\$54,712)	\$5,924,059
Amend 2	\$34,657	\$3,723	\$38,380	\$26,561,522				\$5,924,059
Amend 3	\$274,460	\$30,191	\$304,651	\$26,866,172				\$5,924,059
#1630	\$145,686	\$16,026	\$161,712	\$27,027,884	(\$145,686)	(\$16,026)	(\$161,712)	\$5,762,347
#1658	\$182,990	\$20,129	\$203,119	\$27,231,003	(\$182,990)	(\$20,129)	(\$203,119)	\$5,559,228
#1688	\$99,287	\$10,922	\$110,209	\$27,341,212	(\$99,287)	(\$10,922)	(\$110,209)	\$5,449,020
#120720 Amend 4	\$299,801	\$32,978	\$332,779	\$27,673,991				\$5,449,020
#130424 Amend 5	\$163,019	\$17,932	\$180,951	\$27,854,942				\$5,449,020
#140623 Amend 6	\$1,143,668	\$125,804	\$1,269,472	\$29,124,414				\$5,449,020
Amend 7	\$321,249	\$35,337	\$356,586	\$29,481,000				\$5,449,020
Amend 8	\$0	\$0	\$0	\$29,481,000				\$5,449,020
Sub Total	\$26,665,462	\$2,815,538	\$4,556,148	\$29,481,000	\$4,921,960	\$527,059	\$(1,920,447)	\$5,449,020

Previous  
Contract Total \$34,930,020

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

New Contract  
Total \$ 34,857,691

**D. Adjustment of Contract Amount**

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

13.3.1 The total amount of compensation under this Agreement for all Work performed by Consultant, shall not exceed Twenty Nine Million, Four Hundred Eight Thousand, Six Hundred Seventy One Dollars (\$29,408,671) for Basic Services and an additional Five Million, Four Hundred Forty Nine Thousand, Twenty Dollars (\$5,449,020) for Optional Services.

2. Section 13.4.1 ("Fixed Fee") of the Agreement is deleted in its entirety and replaced with the following:

6.4.1 For all of the Consultant's Basic Services, which are all services provided by Consultant except for those tasks and work specifically identified as Additional Work, the Agency shall pay the Consultant a Fixed Fee, which is Consultant's profit for performing the Basic Services under this Agreement. The Fixed Fee shall not exceed a sum total of Two Million, Eight Hundred Twenty Six Thousand, Four Hundred Forty Four Dollars (\$2,826,444) for Basic Services and an additional Five Hundred Twenty-Seven Thousand, Fifty-Nine Dollars (\$527,059) for Optional Services. The Fixed Fee, which is profit, is included in the Total Price set forth above. The SFMTA will pay Consultant the Fixed Fee proportionate to the completion of the design.

3. Summary of Ninth Amendment:

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

**E. Release of Claims**

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

**F. Contract Time**

This Amendment does not modify the term of the Agreement.

**G. Limits of Amendment**

Except as specifically provided in this Ninth Amendment, all other terms and conditions of the Agreement remain unchanged. No provision of this Amendment shall amend any agreement or contract other than the "Agreement between the City and County of San Francisco and HNTB-TSE JV for Architectural and Engineering Services for the Final Design and Construction of the San Francisco Municipal Transportation Agency Central Subway Project" (Third Street Light Rail Project, Phase 2), SFMTA Contract No. CS-155-3.

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

**CITY**

**CONSULTANT**

Approved:

Approved:

By: \_\_\_\_\_  
Edward D. Reiskin  
Director of Transportation  
SFMTA

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

Dated: \_\_\_\_\_

Dated: 10/25/2018

Approved as to Form:

Dennis J. Herrera  
City Attorney

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


Dated: 11-30-2018

Except as specifically provided in this Ninth Amendment, all other terms and conditions of the Agreement remain unchanged. No provision of this Amendment shall amend any agreement or contract other than the "Agreement between the City and County of San Francisco and HNTB-TSE JV for Architectural and Engineering Services for the Final Design and Construction of the San Francisco Municipal Transportation Agency Central Subway Project" (Third Street Light Rail Project, Phase 2), SFMTA Contract No. CS-155-3.

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**CITY**

Approved:


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

**CONSULTANT**

Approved:

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

Approved as to Form:

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

### Certificate Of Completion

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

Signatures: 1  
 Initials: 0

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

### Record Tracking

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 Holder: Michelle Lim  
 Michelle.Lim@sfmta.com  
 Location: DocuSign

### Signer Events

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

### Signature

Signature Adoption: Uploaded Signature Image  
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### In Person Signer Events

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### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

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

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### Timestamp

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### Status

### Timestamps

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	12/5/2018 3:18:11 PM
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### Payment Events

### Status

### Timestamps