

CONTRACT FOR CENTRAL SUBWAY

FINAL DESIGN PACKAGE # 3

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

SECOND AMENDMENT



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

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

WHEREAS, The City and County of San Francisco ("City"), by and through its Municipal Transportation Agency ("SFMTA") and HNTB-B&C JV ("Consultant" or "Designer"), a joint venture between HNTB Corporation and B&C Transit, Inc., entered into Contract CS-155-3 ("the Agreement") for the final design of Surface, Track and Systems for the SFMTA's Central Subway Project; and

WHEREAS, As provided in Section 8.2 of the Agreement, Consultant requested that the Agreement be modified to describe and include and provide additional compensation for certain Additional Work (identified herein) that was not part of the original Scope of Work of the Agreement; and

WHEREAS, Consultant and SFMTA subsequently negotiated this Second Amendment to the Agreement; ("Second Amendment");

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

A. CONSTRUCTION OF SECOND AMENDMENT

1. Where Additional Work or additional terms to the Agreement are set out in existing text, the new or added text is indicated by underlining text, and deleted text is lined-through. Where a new section is added in its entirety, the text so indicates.
2. Unless otherwise specifically stated, the Consultant is the party responsible for performing the Work described in this Second Amendment.
3. The amounts stated in this Second Amendment as compensation for the Additional Work described herein is full compensation for said Additional Work, payment of which by City to Consultant shall be an accord and satisfaction of any and all obligations by City to Consultant for said Additional Work.
4. Except as specifically provided in this Second Amendment, all other terms and conditions of the Agreement remain unchanged. No provision of this Second

Amendment shall amend any agreement or contract other than the "Agreement between the City and County of San Francisco and HNTB-B&C JV for Architectural and Engineering Services for the Final Design and Construction of the San Francisco Municipal Transportation Agency Central Subway Project" (Third Street Light Rail Project, Phase 2), SFMTA Contract No. CS-155-3. This Second Amendment is dated for convenience as February 13, 2012.

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

B. Vibration Impact Analysis for 570 4th Street

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

Task 12.10 Acoustics, Noise and Vibration

Services

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

Provide vibration impact analysis for 570 4th Street.

Assumptions and Exceptions –

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

Consultant shall produce the following Deliverables under Task 12.10:

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

Additional Compensation:

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

C. PREVIOUSLY EXERCISED OPTIONS

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

Executed Contract Options:

Option Exercised	Letter No.	Base Amount	Base Fee	Option Amount	Option Fee
		\$22,558,394	\$2,366,458	\$6,652,093	\$717,374
Task B2.93f	C3 B0001	\$31,002	\$3,410	(\$31,002)	(\$3,410)
Task B12.05	C3 B0002	\$346,484	\$38,113	(\$346,484)	(\$38,113)
Tasks A9.2, A12.05, A12.12E, A12.13F	#0933	\$665,574	\$73,213	(\$665,574)	(\$73,213)
Tasks A12.01, A12.02, A12.07, A12.11	#1213	\$209,819	\$23,080	(\$209,819)	(\$23,080)
Tasks A2.50, A12.12E	#1318	\$49,290	\$5,422	(\$49,290)	(\$5,422)

D. ADJUSTMENT OF CONTRACT AMOUNT

1. Section 13.3.1 ("Total Amount") of the Agreement is modified as follows:

13.3.1 The total amount of compensation under this Agreement for all Work performed by Consultant, shall not exceed ~~Twenty Six Million, Four Hundred Sixty Eight Thousand, Four Hundred and Thirty Dollars (\$26,468,430)~~ Twenty Six Million, Five Hundred Sixty-One Thousand, Five Hundred and Twenty-Two Dollars (\$26,561,522) for Basic Services, and an additional ~~Five Million Nine Hundred Seventy-Eight Thousand Seven Hundred Seventy One Dollars (\$5,978,771)~~ Five Million, Nine Hundred Twenty-Four Thousand, Fifty-Nine Dollars (\$5,924,059) for Optional Services.

2. Section 13.4.1 ("Fixed Fee") of the Agreement is modified as follows:

13.4.1 For all of the Consultant's Basic Services, which are all services provided by Consultant except for those tasks and work specifically identified as Additional Work, the Agency shall pay the Consultant a Fixed Fee, which is Consultant's profit for performing the Basic Services under this Agreement. The Fixed Fee shall not exceed a sum total of ~~Two Million, Five Hundred Seventeen Thousand, and Seventy-Five Dollars~~

~~(\$2,517,075)~~ **Two Million, Five Hundred Twenty-Six Thousand, and Two Hundred Twenty Dollars (\$2,526,220)** for Basic Services and an additional ~~Five Hundred Seventy-Nine Thousand Five Hundred Fifty-Seven Dollars (\$579,557)~~ **Five Hundred Seventy-Four Thousand, One Hundred Thirty-Five Dollars** for Optional Services. The Fixed Fee, which is profit, is included in the Total Price set forth above. The SFMTA will pay Consultant the Fixed Fee proportionate to the completion of the design.


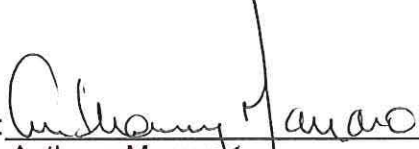
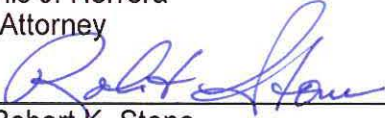
3. Summary of Second Amendment:

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

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

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In Witness Whereof, the parties have executed this Modification in quadruplicate in San Francisco, California as of this _____ day of _____, 201__.

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