

**THIS PRINT COVERS CALENDAR ITEM NO. : 10.3**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Central Subway

**BRIEF DESCRIPTION:**

Approving 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.

**SUMMARY:**



- 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, not to exceed \$39,949,959, for a ten-year term with a two-year extension option.
- During construction, CSDG provides engineering support services to review and respond to construction contractor submittals, requests for information (RFIs), requests for substitution, change order requests and contract claims, and verify design compliance.
- The Contract has been modified five 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 construction delays.
- Amendment No. 6 increases the contract amount \$6,879,086 for additional engineering and design services needed to support stations construction for the extended Project construction period.
- Amendment No. 6 require the Board of Supervisors' approval under Charter Section 9.118(b).

**ENCLOSURES:**

1. SFMTAB Resolution
2. CS-155-2 Contract, Amendment No. 6
3. Central Subway Final SEIS/SEIR and Mitigation Monitoring and Reporting Program - <https://www.sfmta.com/about-sfmta/reports/central-subway-final-seisseir>

**APPROVALS:**

**DATE**

DIRECTOR	 _____	May 26, 2020 _____
SECRETARY	 _____	May 26, 2020 _____

**ASSIGNED SFMTAB CALENDAR DATE:** June 2, 2020

## **PURPOSE**

Approving 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.

## **STRATEGIC GOALS AND TRANSIT FIRST POLICY PRINCIPLES**

This action supports the following SFMTA Strategic Plan Goal and Objectives:

Strategic Plan Goal 2 – Make transit and other sustainable modes of transportation the most attractive and preferred means of travel.

Objective 2.1: Improve transit service.

Objective 2.2: Enhance and expand use of the city's sustainable modes of transportation.

Strategic Plan Goal 3 – Improve the quality of life and environment in San Francisco and the region.

Objective 3.1: Use agency programs and policies to advance San Francisco's commitment to equity.

Objective 3.2: Advance policies and decisions in support of sustainable transportation and land use principles.

Objective 3.3: Guide emerging mobility services so that they are consistent with sustainable transportation principles.

Objective 3.4: Provide environmental stewardship to improve air quality, enhance resource efficiency, and address climate change.

This item will support the following Transit First Policy Principles:

1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.
2. Public transit, including taxis and vanpools, is an economically and environmentally sound alternative to transportation by individual automobiles. Within San Francisco, travel by public transit, by bicycle and on foot must be an attractive alternative to travel by private automobile.
8. New transportation investment should be allocated to meet the demand for public transit generated by new public and private commercial and residential developments.
9. The ability of the City and County to reduce traffic congestion depends on the adequacy of regional public transportation. The City and County shall promote the use of regional mass transit and the continued development of an integrated, reliable, regional public transportation system.

## **DESCRIPTION**

### **Contract and Contracted Services**

The Central Subway Project is the Phase 2 of the Third Street Light Rail Project consisting of twin tunnels, three underground stations, and one surface station. On December 1, 2009, the

SFMTA Board of Directors adopted Resolution No. 09-202 awarding Contract CS-155-2 (Contract) to Central Subway Design Group (CSDG) a joint venture between WSP, Michael Willis Architecture, Inc., and DLR Group, to design three underground stations for the Central Subway Project, for an amount not to exceed \$39,949,959, for a ten-year base term, and an option to extend the term an additional two years. On March 2, 2010, the Board of Supervisors approved the SFMTA's award of the Contract to CSDG.

Under the Contract, CSDG provides the following services:

1. Validate preliminary (conceptual) designs and complete final designs for the Yerba Buena/Moscone Station, Union Square/Market Street Station, and Chinatown Station.
2. Prepare bid documents (construction designs and specifications) and provide bid support services including conforming contract drawings and specifications
3. Coordinate utility work
4. Verify construction costs and schedules
5. Provide on-going engineering and quality assurance services for the excavation of the Chinatown Station
6. Review contract change order requests
7. Review and respond to contractor submittals, requests for information (RFIs), requests for substitution, and contract claims
8. Conduct site visits and observations to verify design compliance and/or assist in resolving issues
9. Update design drawings and specifications as needed to memorialize approved project changes
10. Witness and approve factory testing of manufactured equipment and materials
11. Provide on-going geotechnical investigation and engineering services
12. Provide site surveying
13. Review cost estimates and scheduling
14. Prepare as-built plans and assemble Operations and Maintenance manuals, as needed

Items 1-5, described above, have been completed. CSDG will continue to provide the engineering services described in Items 6-14, through the completion of the stations construction. In addition, CSDG will assemble operations and maintenance manuals, and will prepare as-built contract specifications and design documents when construction is complete.

The Contract is structured on a cost reimbursement model, as are most engineering services contracts for complex projects. The parties estimated the number of hours CSDG would need to spend on various categories of work, with contract costs estimated by multiplying those hours by the hourly rates of the personnel assigned to perform the work and by an audited rate for overhead. The parties also negotiated a separate fixed fee that covers CSDG's profit and costs not covered as allowed overhead; the fixed fee is paid pro rata to hours worked with each progress payment. Design services during construction are accounted under Task 16 in the Contract, the proposed Amendment No. 6 will add approximately 37,600 hours to Task 16.

### **Prior Amendments to the Contract**

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

## **PAGE 4.**

### Amendment No. 1

On December 21, 2011, the Director of Transportation approved Amendment No. 1 to the Contract for \$1,010,600 to compensate CSDG for additional design work necessary to lower the Chinatown Station. A peer review of draft final designs of the Chinatown Station identified risks that the excavation of the station might impact the Mandarin Tower building in Chinatown. To avoid those potential impacts, the SFMTA and CSDG agreed to dig the Chinatown Station 25 feet deeper.

The SFMTA Board of Directors and the Board of Supervisors retroactively approved Amendment No.1 to Contract on June 5, 2018 and June 26, 2018, respectively.

### Amendment No. 2

On June 28, 2016, the Director of Transportation approved Amendment No. 2 to the Contract for \$484,053 to compensate CSDG for additional work in the design of the plaza above the Chinatown Station.

### Amendment No. 3

On November 17, 2016, the Director of Transportation approved Amendment No. 3 to the Contract for \$132,069 to compensate CSDG for additional design work required by the relocation of the tunnel boring machine retrieval shaft in North Beach.

### Amendment No. 4

On June 5, 2018, the SFMTA Board of Directors adopted Resolution No. 180605-090 approving Amendment No. 4 to the Contract for \$6,323,936 to compensate CSDG for additional work necessary to provide engineering services through completion of Project construction.

The Board of Supervisors approved Amendment No. 4 to the Contract on June 26, 2018.

### Amendment No. 5

On April 1, 2020, the Director of Transportation approved Amendment No. 5 to the Contract to extend the term of the Contract by two years to April 4, 2022.

## **Delay of Project Construction Requires Extending Construction Support Services**

Tutor Perini Corporation (TPC), under construction Contract No. 1300, is the construction contractor for the Central Subway's stations, trackway, and control systems. Contract 1300 required that the work under that contract be substantially complete by February 18, 2018. Project staff anticipate that TPC will bring Contract 1300 work to substantial completion by the end of 2020. Additional funding for CSDG is necessary to continue providing design services

during the remainder of the construction period to respond to construction contractor’s requests for information (RFIs) seeking clarification of project designs; review shop drawing submittals; review contractor’s change order requests (CORs); review contractor’s non-conforming work and their proposed corrective work; make design changes to accommodate as-built conditions; and other support work as requested by the construction management team to the end of the project.

The SFMTA’s Contract Compliance Office has determined that CSDG has met the 30% Small Business Enterprise participation goal that the SFMTA established for the Contract.

**STAKEHOLDER ENGAGEMENT**

Contract Amendment No. 6 extends the level of design and construction support services, which will facilitate achieving construction substantial completion on time. Community members are briefed on the progress of construction on a regular basis and engaged through weekly meetings.

**ALTERNATIVES CONSIDERED**

There are no practical alternatives to providing these additional services by CSDG. It is important that CSDG, as the designers of record for the stations, continue to provide design services, which include reviewing and responding to TPC requests for information regarding questions and issues concerning designs and specifications, advising the SFMTA regarding changes TPC may request, and completing as-built design documents and operations and maintenance documents. City staff cannot provide these services, which should be performed by the original designers of record so that the designer is responsible for the Project designs.

**FUNDING IMPACT**

The Central Subway project is funded with Federal Transit Administration (FTA) New Starts, Federal Congestion Management & Air Quality (CMAQ), State Transportation Bond Proposition 1A and 1B, State Regional Improvement Program, State Transportation Congestion Relief Program (TCRP), and Prop K Half-Cent Local Sales Tax funds. The cost of Contract CS-155-2 Amendment No. 6 will not increase the total project cost of \$1.578B. Existing funds for the Central project will be used to pay for the additional cost of the contract amendment in the amount of \$6,879,086. The breakdown of the project funding sources and their amounts is as follows:

Source	TOTAL
5309 New Starts	\$942,200,000
CMAQ3	\$41,025,000
Prop 1A High Speed Rail Connectivity	\$61,308,000
Prop 1B- MTC	\$87,895,815
Prop 1B-SFMTA	\$219,896,185
RIP-SF/Other	\$74,248,000
TCRP	\$14,000,000
Prop K	\$137,727,000
	\$1,578,300,000

**ENVIRONMENTAL REVIEW**

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

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

**OTHER APPROVALS RECEIVED OR STILL REQUIRED**

The proposed Amendment No. 6 to the Contract requires approval by the Board of Supervisors under Charter Section 9.118(b), as the original contract was subject to the Board of Supervisors approval, and the value of the amendment exceeds \$500,000.

The Department of Human Resources for Civil Service Commission approved these additional services on March 13, 2020.

The City Attorney's Office has reviewed this calendar item.

**RECOMMENDATION**

SFMTA staff recommends that the SFMTA Board of Directors 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, and authorizing SFMTA to seek Board of Supervisors' approval of Amendment No. 6 to the Contract.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. \_\_\_\_\_

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.

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Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency



# 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: _____ Nadeem S. Tahir, P.E. Program Director	By: _____ John Fisher Principal, Central Subway Design Group
Approved:	
By: _____ Jeffrey Tumlin Director of Transportation, SFMTA	
SFMTA Board of Directors	
Resolution No. _____	
Dated: _____	
Attest:	
_____ Roberta Boomer, Secretary SFMTA Board of Directors	
Approved as to form:  Dennis J. Herrera City Attorney	
By: _____ Robert K. Stone Deputy City Attorney n:\ptc\as2020\1000387\01444032.doc	