

THIS PRINT COVERS CALENDAR ITEM NO. : 10.4

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Capital Programs and Construction

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to execute Modification No. 3 to Contract No. 1249, Green Light Rail Center Track Replacement Project, with ProVen Comsa JV, increasing the Contract amount by \$5,302,442, for a total Contract amount not to exceed \$38,737,497, and to add 321 days to substantial completion of the Contract.



SUMMARY:

- In 2012, the SFMTA Board of Directors awarded Contract No. 1249, Green Light Rail Center Track Replacement Project (Project), to ProVen Comsa JV, in the amount of \$31,197,197, and for a term of 1,460 days to substantial completion and 1,580 days to final completion of the Contract.
- The Project included upgrade and replacement of track, special track work, overhead contact system, electrical systems, lighting, and boarding areas at the Green Light Rail Facility, and replacement of track infrastructure in the Cameron Beach Yard.
- The Contract was amended under the Director’s authority. The modifications increased the Contract amount by \$2,237,858, for a current Contract amount of \$33,435,055, and added 22 days due to adverse weather conditions, increasing the Contract term to 1,482 days to achieve substantial completion.
- This Modification includes costs of investigation and remediation of magnetized rail, additional track work, additional Overhead Catenary System (OCS) work, additional electrical work, changes to landscaping work, segmentation and re-sequencing of work under Phase 2, and acceleration costs to mitigate delay to completion, as well as overhead costs relating to a 321-day compensable time extension to the Contract.

ENCLOSURES:

1. SFMTAB Resolution
2. Contract Modification No. 3
3. Project Budget and Financial Plan

APPROVALS:

	DATE
DIRECTOR 	12/11/2018
SECRETARY 	12/11/2018

ASSIGNED SFMTAB CALENDAR DATE: December 18, 2018

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PURPOSE

The purpose of this calendar item is to authorize the Director of Transportation to execute Modification No. 3 to Contract No. 1249, Green Light Rail Center Track Replacement Project, with ProVen Comsa JV, to increase the Contract amount by \$5,302,442, for a total Contract amount not to exceed \$38,737,497, and to add 321 days to substantial completion of the Contract.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

The work to be performed under Contract No. 1249 supports the following SFMTA Strategic Plan Goals and Objectives:

- Goal 1: Create a safer transportation experience for everyone.
 - Objective 1.2 Improve the safety of the transportation system.

- Goal 2: Make transit and other sustainable modes of transportation the most attractive and preferred means of travel.
 - Objective 2.1 Improve transit service.

The work to be performed under Contract No. 1249 supports 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.

DESCRIPTION

Contract No. 1249, Green Light Rail Center Track Replacement Project (Project), was identified in the SFMTA's Short Range Transit Plan under the Infrastructure Program, which consists of capital projects to rehabilitate and maintain fixed guideway and make infrastructure repairs and improvements within the SFMTA Rail Replacement Program.

This project includes upgrades to and replacement of track, special track work, OCS, electrical systems, lighting, and boarding areas at the Green Light Rail Facility, and replacement of track infrastructure in the Cameron Beach Yard.

On November 6, 2012, the SFMTA Board of Directors adopted Resolution No. 12-133, awarding Contract No. 1249 Green Light Rail Center Track Replacement Project, to ProVen Comsa JV in the amount of \$31,197,197, and for a term of 1,580 days to final completion. At that time, the Project allowed 1,460 days to substantial completion. The Project was to be sequenced in two phases, with the Contractor demobilizing between Phase 1 and Phase 2 to allow the delivery of long-lead time equipment (such as track and OCS components).

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As a result of design modifications to the high-level platform, as well as additional installation of track and switches for the safety of the trains pulling into and out of Cameron Beach Yard, additional work was required.

On December 26, 2017, the Director of Transportation, in accordance with Board Resolution No. 10-008, approved:

- Modification No. 1, which increased the Contract amount by \$1,344,206 for direct costs related to construction of a high level platform at San Jose Ave, and for additional track and OCS work in Cameron Beach Yard, and added 22 days to the Contract due to adverse weather.

This extra work required the contractor to remain onsite longer during Phase 1 by 226 days. As a result, the contractor incurred extended overhead due to its inability to demobilize as initially expected. The additional 226 compensable days of work during Phase 1 did not affect the Contract substantial completion date. Modification No. 1 did not compensate the Contractor for its extended overhead costs since the SFMTA and Contractor could not reach agreement on the magnitude of those costs at that time.

On July 5, 2018, the Director of Transportation approved:

- Modification No. 2, which increased the Contract amount by \$893,652, for track drainage, special track components, additional trolley wire replacement in the storage yard, and other miscellaneous work.

Modification No. 3 includes costs for the analysis and demagnetization of the rail, additional track work, additional electrical work, changes to landscaping, and segmentation and re-sequencing of work under Phase 2. Modification No. 3 increases the Contract amount by \$5,302,442, for a total Contract amount not to exceed \$38,737,497, and adds 321 days to the substantial completion date, mainly because of the additional work and the impacts of the adjacent BART and Balboa Park projects. The amount of the Modification also includes payment for the Contractor's extended overhead costs relating to (1) the 226-day time extension to intermediate milestones during Phase 1 as part of Modification No. 1 (discussed above); and (2) a 273-day (out of the 321-day) time extension in Phase 2 associated with work in the Metro Green Yard, and the remaining 48 of the 321 days non-compensable days.

CONTRACTOR SAFETY RECORD

There were no "serious" or "willful" Division of Occupational Safety and Health (CalOSHA) recordable violations during the construction of this project.

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TRANSIT IMPACT

Upon completion of the Project, transit service will be more reliable and accessible. Impacts to transit during construction were mitigated to the maximum feasible extent.

STAKEHOLDER ENGAGEMENT

The SFMTA staff reviewed transit impacts with Transit Service and Maintenance-of-Way.

ALTERNATIVES CONSIDERED

For the added work items and schedule delay, no alternative were considered, as the added work items are necessary to operation of the facilities. The schedule delays were due to a combination of unforeseen conditions and mitigation of impacts to transit service during construction.

FUNDING IMPACT

Contract Modification No. 3 will be funded through operating fund cost savings from the Blue Light Phone project (\$1.0M) and AB664 bridge toll funds designated for state of good repair projects (\$4.5M).

ENVIRONMENTAL REVIEW

The Green Light Rail Center Track Replacement Project is subject to the California Environmental Quality Act (CEQA). CEQA provides a categorical exemption from environmental review for operation, repair, maintenance, or minor alteration of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities as defined in Title 14 of the California Code of Regulations Section 15301.

On October 6, 2010, the Planning Department determined (Case Number 2010.0910E) that the Green Light Rail Center Track Replacement Project is categorically exempt from CEQA as defined in Title 14 of the California Code of Regulations Section 15301.

The Planning Department's determination (Case Number [2010.0910E]) is on file with the Secretary to 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.

The contract modifications are within the scope of the environmental review discussed above. No significant effects have been identified and no mitigation is required.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The City Attorney's Office has reviewed the calendar item. No other approvals are required. This Contract has a Small Business Enterprise (SBE) participation goal of 22 percent and the Contract has met the required goal.

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RECOMMENDATION

Staff recommends that the SFMTA Board of Directors to authorize the Director of Transportation to execute Modification No. 3 to Contract No. 1249, Green Light Rail Center Track Replacement Project, with ProVen Comsa JV, to increase the Contract amount by \$5,302,442 for a total Contract amount not to exceed \$38,737,497, and to add 321 days to substantial completion of the Contract.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, On November 6, 2012, the SFMTA Board of Directors adopted Resolution NO. 12-133 awarding Contract No. 1249 Green Light Rail Center Track Replacement Project (Project), to ProVen Comsa JV in the amount of \$31,197,197, and for a term of 1,580 days to final completion; and,

WHEREAS, The Contract included a term of 1,460 days to substantial completion; the Project was to be sequenced in two phases, with the Contractor demobilizing between Phase 1 and Phase 2 to allow the delivery of long-lead equipment; and,

WHEREAS, On December 26, 2017, the Director of Transportation approved Modification No. 1 to Contract No. 1249, to increase the Contract amount by \$1,344,206, for construction of a high level platform at San Jose Ave. for additional track and overhead contact system work in Cameron Beach Yard, and for a non-compensable time extension of 22 days; and,

WHEREAS, On July 5, 2018, the Director of Transportation approved Modification No. 2 to Contract No. 1249, to increase the Contract amount by \$893,652, for a total Contract amount not to exceed \$33,435,055, for track drainage, special track components, and additional trolley wire replacement in the Metro Green Yard; and,

WHEREAS, The proposed Modification No. 3 to Contract No. 1249 is for the costs of investigation and remediation of magnetized rail, additional track work, additional electrical work, changes to landscaping work, and segmentation and re-sequencing of work in Phase 2 of the Project, as directed by the SFMTA, and extends substantial completion of the Contract by 321 days, 48 of which were for non-compensable delays; and,

WHEREAS, Modification No. 3 increases the Contract amount by \$5,302,442, for a total Contract amount not to exceed \$38,737,497, which includes payment for the Contractor's overhead costs relating to (1) a 226-day time extension to intermediate milestones during Phase 1; and (2) a 273-day compensable time extension in Phase 2 associated with work in the Metro Green Yard; and,

WHEREAS, The Green Light Rail Center Track Replacement Project is subject to the California Environmental Quality Act (CEQA); CEQA provides a categorical exemption from environmental review for operation, repair, maintenance, or minor alteration of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities as defined in Title 14 of the California Code of Regulations Section 15301; and,

WHEREAS, On October 6, 2010, the Planning Department determined that Green Light Rail Center Track Replacement Project is categorically exempt from CEQA as defined in Title 14 of the California Code of Regulations Section 15301; and,

WHEREAS, The Contract modifications are within the scope of the environmental review discussed above; no significant effects have been identified and no mitigation is required as a result of the modifications; and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to 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; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute Modification No. 3 to Contract No. 1249, Green Light Rail Center Track Replacement Project, with ProVen Comsa JV, to increase the Contract amount by \$5,302,442, for a total Contract amount not to exceed \$38,737,497, and to add 321 days to substantial completion of the Contract.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of December 18, 2018.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

CONTRACT MODIFICATION NO. 3
San Francisco Municipal Transportation Agency
Contract No. 1249
Green Light Rail Center Track Replacement Project

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Contractor: **PrōVen Comsa JV**
225 3rd Street
Oakland, CA 94607

The Contract is modified as follows:

Amount

1. Perform (or delete) the following work:

3.A	Provide additional Current Schedules. Increase the quantity of Bid Item G-2 (Current Schedules) by 11 months pursuant to Submittal #550, dated 04/11/2018, which is incorporated by reference.	\$3,300
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3.B	Investigate and remediate magnetized track with assistance from outside experts using varying degaussing equipment on multiple field visits in the Green Yard pursuant to RE Letters 120, 122, 127, 137 and 187, dated 10/5/2016, 10/11/2016, 10/24/2016, 11/14/2016 and 3/18/2017, respectively; and CPEs # 169, 205, 206, 166, 203 and 270.1 R2, dated 12/19/2016, 1/5/2017, 1/5/2017, 1/5/2017, 1/5/2017 and 6/5/2017, respectively, which are incorporated by reference. This work impacted the critical path for 29 days during the period from October 3, 2016 to December 1, 2016, and 3 days during the period from March 27, 2017 to March 30, 2017, for a total of 32 Days of compensable delay. The costs associated with the compensable delay are included in Item 3.P.2 of this Contract Modification.	\$226,158
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3.C	Provide temporary trailer for SFMTA use as the relocated Green Yard control center (a/k/a meet and greet) at the north ladder of Green Yard from August 2016 through February 2018. Install concrete after removal of trailer pursuant to Task Order 106 and RE Letter # 268, dated 7/20/2018, and CPEs # 173 through 173.10 (excluding 173.7) and 406, dated 2/17/2017 through 3/14/2018 and 6/15/2018, respectively, which are incorporated by reference.	\$33,028
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3.D	Install turnout SP-18 at Track X (aka D1 switch) pursuant to RE Letter #250 dated 10/18/2017; and CPEs # 382 and 382.1 R1, dated 12/5/2017 and 3/2/2018, respectively, which are incorporated by reference. (The cost of furnishing turnout SP-18 at Track X (aka D1 Switch) was covered under item CM-1.J.) This work impacted the critical path for 10 Days during October and November of 2017. The costs associated with the compensable delay are included in Item 3.P.2 of this Contract Modification.	\$116,964
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3.E	Modify train signals, track circuits and bonding cables to address a safety concern for train pull-in at Seneca Gate in October 2016 pursuant to PCC #012.1 and RE Letter # 123, dated 10/11/2016; and CPEs # 157, 334, 334.1 and 334.2 R1 dated 2/22/2017, 11/30/2017, 5/31/2018 and 9/15/2018, respectively, which are incorporated by reference.	\$38,698
3.F	Segment and re-sequence track, overhead, and paving work in Areas 5, 7, 8, and 9 as directed by the SFMTA under RE Letters # 145, 178, 197, and 268, dated 12/14/2016, 3/1/2017, 4/26/2017 and 7/20/2018, respectively; and CPEs # 191.2 R2, 236, 254, 273.1 R2, 296, 299.1, 369.1 and 369.2 R2, dated 6/13/2018, 3/30/2017, 5/9/2017, 6/15/2018, 5/9/2017, 6/23/2017, 12/7/2017 and 6/15/2018, respectively, which are incorporated by reference. This work impacted the critical path for 20 Days during September of 2016 and February and March of 2017. The costs associated with the compensable delay are included in Item 3.P.2 of this Contract Modification.	\$226,026
3.G	Modify track switch signal control and logic pursuant to PCC #006 and RE Letter #106, dated 08/11/2016, and CPE #130 dated 8/16/2016, which are incorporated by reference.	\$9,419
3.H	Provide AC Power to track switches for work performed from November 2017 through December 2017 pursuant to PCC #007.1 and CPE # 152.6, dated 5/31/2018, which are incorporated by reference.	\$5,942
3.I	Relocate Signal #6 by approximately 30 feet, delete one insulated joint, and provide an additional input to the Balboa Park interlocking control cabinet pursuant to PCC #008 and RE Letter # 121, dated 10/6/2016, and CPE # 171 dated 10/25/2016, which are incorporated by reference.	\$14,697
3.J	Revise OCS work in Area #7 as depicted on Drawing OV-11 Revision 1 pursuant to PCC#010 and RE Letter #174, dated 2/17/2017; and CPEs # 248 and 258, dated 5/9/2017 and 3/9/2017, respectively, which are incorporated by reference.	\$27,704

3.K	Install turnout S8 out of sequence and replace and install new piping pursuant to RE Letter # 169 dated 2/1/2017; and CPEs # 113 R3, 113.1 R1 and 113.2 dated 2/1/2017, 6/23/2017 and 4/6/2017, respectively, which are incorporated by reference. This work impacted the critical path for 11 Days from May 23 to June 6, 2016. The costs associated with the compensable delay are included in Item 3.P.2 of this Contract Modification.	\$72,424
3.L	Provide temporary AC Paving adjacent to BART platform and AC Paving in areas 6, 7, and 8 under Re Letters # 146 and 160, dated 12/16/2016 and 1/13/2016, respectively; and CPEs ## 195 R1, 216, 216.1, 273, 283 and 300 R1, dated 6/5/2017, 2/28/2017, 8/5/2017, 5/3/2017, 8/5/2017 and 6/15/2018, respectively, which are incorporated by reference. This work impacted critical work for 20 Days between November 2016 and March 2017. The costs associated with the compensable delay are included in Item 3.P.2 of this Contract Modification.	\$205,460
3.M	Compensate Contractor for additional costs for OCS work, de-energization and energization work due to phasing of the work pursuant to RE Letter 269 R1 dated 11/30/18; and CPE ## 413 and CPE 414 R1, dated 07/25/2108 and 09/15/2018, respectively, which are incorporated by reference.	\$246,099
3.N	Compensate Contractor for premium time for acceleration of up to two hours overtime per day and on weekends for work performed between July 2017 and December 2017, to mitigate the impact of earlier delays and achieve Substantial Completion by the end of 2017, as directed in RE Letter #267 dated 7/12/18, and CPE # 255.1 dated 09/14/2018.	\$85,752
3.O	Compensate Contractor for additional landscaping concrete and paver work pursuant to RE Letter #273, dated 8/29/2018, and CPEs ## 408 and 408.2, dated 3/19/2018 and 5/31/2018, respectively.	\$36,089

3.P	Unavoidable Delay: Add 226 Days to Phase 1 and 273 Days to Phase 2 of the Contract as follows:	\$3,750,000
	<p>1. Phase I – Extend the time to complete Milestone Three in SP-4 (Intermediate Milestones) by 226 Days of compensable delay. The compensable delay is associated with the following items in Modification No. 1: item CM-1.A (high-level platform at San Jose Avenue) (103 days) and items CM-1.C and CM-1.E in Cameron Beach yard (123 days). This item 3.P.1 does not impact the contractual Substantial Completion Date. The negotiated lump sum amount for all Phase I delay costs is \$1,200,000.</p>	
	<p>2. Phase II – Extend the time to reach Substantial Completion by 273 days of compensable delay and 48 days of non-compensable Unavoidable Delay, including adverse weather (21 days) and concrete unavailability for Area 3 (27 days), resulting in a total time extension of 321 days. Compensable delay is associated with the work in the Metro Green Yard, as described in items 3.B, 3.D, 3.F, 3.K and 3.L of this Modification (133 days); items CM-1.F, CM-1.H, and CM-1.I (69 days) of Modification No. 1; and items 2.D, 2.F, and 2.G (71 days) of Modification No. 2. The negotiated lump sum amount for all Phase II delay costs is \$2,550,000.</p>	
3.Q	Revise curb ramps and insulated joints at Metro Green Yard per PCC #2 dated 5/7/2015.	\$0
3.R	Adjust the location of insulated joint and bootleg boxes per PCC #3 dated 6/25/2015.	\$0
3.S	Change plants in Contract Drawing L4.3 from non-native species to California native species per PCC #13 dated 10/31/2016.	\$0
3.T	Compensate Contractor for overtime for constructive acceleration up to two hours overtime per weekday and overtime on weekends to mitigate delay between January 2017 and July 2017, pursuant to RE Letter #267R1 dated 11/29/2018 and CPE 255 dated 3/2/2018.	\$31,289
3.U	Compensate Contractor for increase in craft wages and benefits for Laborers, Carpenters, and Operating Engineers Unions after July 1, 2017 pursuant to RE Letter #271 R1 dated 11/29/2018 and CPE # 255.2 dated 3/2/2018.	\$28,711

3.V Increase the quantity of Bid Items as follows: \$180,909

- TC-19 Cam Beach Yard Repairs – Rotten Ties: 54 @ \$300/ea
- TC-20 Cam Beach Yard Repairs – Replace Running Rail and Guard Rail for South Access and South Ladder Tracks: 200 @ \$250/ea
- TC-23 Cam Beach Yard Repairs – Recondition Turnout Castings: 4 @ \$5,000/ea
- TC-24 Cam Beach Yard Repairs – Repair Broken Bonding Cables: 909 @ \$50/ea
- OV-14 Provide Bracket Arm: 2 @ \$7,500/ea
- EL-06 Provide 500 KCMIL Feeder and Riser Cable Clamps: 6 @ \$800/ea
- EL-14 Provide Pull Boxes for AC Power and Control for Emergency Trip Circuits, and for Yard Pole Mounted Lighting and Boarding Platform: 9 @ \$1,000/ea
- R-3 12-Inch Wide Concrete Curb: 102 LF @ \$40/LF
- R-4 Combined Concrete 6-Inch Wide Curb and Variable-Width Concrete Gutter: 32 SF @ \$15/SF
- R-5 3 1/2-Inch Thick Concrete Sidewalk: 599 SF @ \$12/SF
- R-6 Asphalt Concrete, Type A, 1/2 –Inch Maximum with Medium Grade: 31.5 TN @ \$200/TN
- R-8 City-Owned Pull-Box Type III, New or Replacement: 1 @ \$500/ea
- T-2 Furnish and Install Temporary Pavement Markings: 273 LF @ \$7/LF

3.W **Credit:** Brick work not performed at the corner of San Jose and Ocean Avenue. (\$32,352)
Reduce the amount of Bid Item L-1 (Landscape Improvements) by \$32,352 pursuant to RE Letter #273 dated 08/29/2018 and CPE #408.3 dated 09/13/2018, which are incorporated by reference.

3.X **Credit:** Excess Markup for overhead and profit charged in various CPEs included in Modification Nos. 1 and 2 to the Contract as listed, which are incorporated by reference: (\$3,875)

- CM-1.F: Electrical Work – To provide AC power to track switches for work through December 2016 (\$1,679)
 - CM-1.I: Relocate two track control and signal cabinets through May 2017 (\$268)
 - CM-2.D: Provide track drainage at additional locations (\$902)
 - CM-2.G: Provide AC power for track switches for work performed from January 2017 to October 2017 (\$67)
 - CM-2.I: Remove an additional tree at Ocean Ave pull-out (\$959)
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3.Y	Adjust the Contractor's schedule due to inspection and test train delays (16 days) and delay due to necessary corrective work for switch castings missed in SFMTA inspections (24 days). The cost associated with the compensable delay is included elsewhere in this Contract Modification.	\$0
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2. Add the following new Contract Pay Items:

CM-3.A	Increase the Quantity of Pay Item G-2 11 mos. @ \$300/MO	Unit Price	\$3,300
CM-3.B	Investigate and remediate magnetized track	Lump Sum	\$226,158
CM-3.C	Provide temporary trailer for SFMTA use	Lump Sum	\$33,028
CM-3.D	Install turnout SP-18 at Track X (aka D1 switch)	Lump Sum	\$116,964
CM-3.E	Modify signals for pull-in at Seneca Gate	Lump Sum	\$38,698
CM-3.F	Segment and re-sequence contract work	Lump Sum	\$226,026
CM-3.G	Modify track switch signal control and logic	Lump Sum	\$9,419
CM-3.H	Provide AC Power for track switches for work performed from November 2017 through December 2017	Lump Sum	\$5,942
CM-3.I	Relocate Signal #6	Lump Sum	\$14,697
CM-3.J	Revise OCS work in Area #7	Lump Sum	\$27,704
CM-3.K	Re-sequence installation of turnout S8	Lump Sum	\$72,424
CM-3.L	Provide temporary AC Paving	Lump Sum	\$205,460
CM-3.M	Additional Mobilization Cost and Standby time to perform OCS work	Lump Sum	\$246,099
CM-3.N	Compensate Contractor for Premium time for acceleration between July 2017 and December 2017	Lump Sum	\$85,752
CM-3.O	Compensate Contractor for additional landscaping concrete and paver work	Lump Sum	\$36,089
CM-3.P.1	Extend the Contract Time to complete Phase 1 by 226 days @5,309.73 per day	Unit Price	\$1,200,000
CM-3.P.2	Extend the Contract Time to complete Phase 2 by 273 days @9,340.66 per day	Unit Price	\$2,550,000
CM-3.Q	Execute changes in PCC #2	Lump Sum	\$0
CM-3.R	Execute changes in PCC #3	Lump Sum	\$0
CM-3.S	Execute changes in PCC #13	Lump Sum	\$0

CM-3.T	Compensate Contractor for overtime for constructive acceleration	Lump Sum	\$31,289
CM-3.U	Compensate Contractor for increase in craft wages and benefits	Lump Sum	\$28,711
CM-3.V.1	Increase the quantity of Bid Item TC-19. 54 @ \$300/EA	Unit Price	\$16,200
CM-3.V.2	Increase the quantity of Bid Item TC-20. 200 @ \$250/EA	Unit Price	\$50,000
CM-3.V.3	Increase the quantity of Bid Item TC-23. 4 @ \$5,000/EA	Unit Price	\$20,000
CM-3.V.4	Increase the quantity of Bid Item TC-24. 909 @ \$50/EA	Unit Price	\$45,450
CM-3.V.5	Increase the quantity of Bid Item OV-14. 2 @ \$7,500/EA	Unit Price	\$15,000
CM-3.V.6	Increase the quantity of Bid Item EL-06. 6 @ \$800/EA	Unit Price	\$4,800
CM-3.V.7	Increase the quantity of Bid Item EL-14. 9 @ \$1,000/EA	Unit Price	\$9,000
CM-3.V.8	Increase the quantity of Bid Items R-3. 102 LF @ \$40/LF	Unit Price	\$4,080
CM-3.V.9	Increase the quantity of Bid Items R-4. 32 SF @ \$15/SF	Unit Price	\$480
CM-3.V.10	Increase the quantity of Bid Items R-5. 599 SF @ \$12/SF	Unit Price	\$7,188
CM-3.V.11	Increase the quantity of Bid Items R-6. 31.5 TN @ \$200/TN	Unit Price	\$6,300
CM-3.V.12	Increase the quantity of Bid Items R-8. 1 @ \$500/EA	Unit Price	\$500
CM-3.V.13	Increase the quantity of Bid Items T-2. 273 LF @ \$7/LF	Unit Price	\$1,911
CM-3.W	Brick work not performed at the corner of San Jose and Ocean Avenue.	Lump Sum	(\$32,352)
CM-3.X	Excess Markup for overhead and profit charged in CPEs	Lump Sum	(\$3,875)
CM-3.Y	Adjust the Contractor's schedule for delays due to inspections and necessary corrective work	Lump Sum	\$0
Total Amount of this Contract Modification:		Increase	\$5,302,442

Previous Total of Contract: \$33,435,055

New Revised Total of Contract: \$38,737,497

Total Contract Time added by this Contract Modification (Phase 2):	321 Days
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Previous Substantial Completion

February 4, 2017

4. This Modification is made in accordance with Articles 88 and 94 of the Contract General Provisions.

5. Contractor acknowledges and agrees that the compensation stated herein for the delays and Additional Work described above shall be in full accord and satisfaction of all current and prospective costs incurred in connection with said delays and Additional Work, without limitation, including any and all markups and overhead. As of the effective date of this Contract Modification Number Three, Contractor releases the City from all claims and costs associated with extension of Contract Time and the performance of the Additional Work up through the effective date of this Contract Modification Number Three, including but not limited to any and all markups, overhead costs, direct and indirect costs for labor, materials, equipment, mobilization, demobilization, disruption, lost productivity, loss of efficiency, lost profits, lost opportunity costs, escalation, delay, extended overhead, administration and extended performance time. Contractor acknowledges that in so waiving all claims arising from or related to the Contract and its performance of the Contract, Contractor also waives all rights to any claims of which it is not aware arising from or related to the Contract, and that it has read, considered and understands the provisions and significance of Section 1542 of the California Civil Code, which states:

SECTION 1542. GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Contractor understands and acknowledges that a risk exists that it incurred or suffered or may incur or suffer, loss or damages as a result of the matters, facts, events, occurrences, transactions, causes and things referred to in this Contract Modification or the Contract which were unknown, unsuspected, or unanticipated at the time this Contract Modification was executed. Contractor assumes this risk, and agrees that the foregoing release shall in all respects be effective and not subject to termination or rescission.

6. Except as provided herein, all previous terms and conditions of the Contract, as amended, remain unchanged.

7. Contractor acknowledges and agrees that the amounts agreed for the additional Work described above shall be in full accord and satisfaction of all current and prospective costs incurred in connection with Contractor's performance of the additional Work under this modification, without limitation, including any and all mark-ups. Contractor also agrees that the amounts for reduced and deleted Work are also correct and in accordance with amounts agreed for such Work. Contractor releases the City from all claims for which full accord and satisfaction is hereby made, as set forth above and below.

In Witness Whereof, the parties have executed this Modification in triplicate in San Francisco, California as of this _____ day of _____, 20__.

PröVen Comsa JV

CITY AND COUNTY OF SAN FRANCISCO
Municipal Transportation Agency

By: _____
Abram McMickin
Project Manager

By: _____
Edward D. Reiskin
Director of Transportation

Authorized By:
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

Resolution No. _____

Adopted: _____

Attest:

By: _____
Secretary, Municipal Transportation Agency

APPROVED AS TO FORM:
Dennis J. Herrera, City Attorney

By: _____
Robin M. Reitzes
Deputy City Attorney

ENCLOSURE 3

GREEN LIGHT RAIL CENTER TRACK REPLACEMENT PROJECT

San Francisco Municipal Railway Contract No. 1249
Project Budget and Financial Plan

Cost	Amount
Preliminary Engineering Phase Staff Support (SFMTA and Other Dept. Services)	\$2,463,000
Detail Design Phase Staff Support (SFMTA and Other City Services)	3,882,000
Construction Phase Construction Contract, Contingency, and Staff Support	50,555,963
Total Cost	\$56,900,963

Funding	Amount
Federal Grant - FTA 5309 Fixed Guideway Funds	\$31,568,000
Local Grants - Prop K, Bridge Toll, and Prop 1B State Funds	15,047,000
Local Grants - Operating Fund	1,000,000
Local Grants - Bridge Toll Fund	4,500,000
Other	4,785,963
Total Funding	\$56,900,963