

THIS PRINT COVERS CALENDAR ITEM NO.: 11

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Central Subway

BRIEF DESCRIPTION:

Approving Modification No. 122 to Contract No. 1300, Third Street Light Rail Program Phase 2 - Central Subway Stations, Surface, Track and Systems (Contract 1300) with Tutor Perini Corporation (Contractor) to extend Contract Time of 1700 calendar days by an additional 730 days plus previously approved 89 days and 51 days, for a total contract time of 2,570 days for a revised substantial completion date of June 29, 2020, and pay Contractor \$31,240,000.00 for 781 (730 plus 51) days of compensable unavoidable delays, resulting in a total modified contract amount of \$878,920,542.17.

SUMMARY:

- On May 21, 2013, the SFMTA Board of Directors awarded Contract 1300 to Contractor to construct stations, trackways and systems for the Central Subway Project in an amount not to exceed \$839,676,400, for a term of 1700 calendar days.
- The SFMTA issued Notice to Proceed to Contractor to commence the Work, with Substantial Completion of the Work required by February 10, 2018.
- The Contract has been amended 121 times to compensate Contractor for additional work to address unexpected site conditions and implement design changes required by the City, which has extended contract time 140 calendar days, and increased the contract sum to \$847,680,542.17.
- The purpose of this Contract Amendment 122 is to compensate Contractor for Project delays and to reset the Project schedule with an agreed substantial completion date.
- The SFMTA has analyzed the various causes of Project schedule delays and has determined that the proposed time extension is justified.

ENCLOSURES:

1. SFMTA Board Resolution
2. Contract Modification No. 122
3. <https://www.sfmta.com/about-sfmta/reports/central-subway-final-seis-seir> (Central Subway Final SEIS/SEIR and Mitigation Monitoring and Reporting Program)

APPROVALS:

DIRECTOR 
SECRETARY 

DATE

September 10, 2019
September 9, 2019

ASSIGNED SFMTAB CALENDAR DATE: September 17, 2019

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PURPOSE

To obtain SFMTA Board approval of Modification No. 122 to Contract No. 1300 to extend Contract Time by 730 calendar days, for a total contract time of 2,570 calendar days and a substantial completion date of June 29, 2020 and pay Contractor \$31,240,000.00.

STRATEGIC GOALS AND TRANSIT FIRST POLICY PRINCIPLES

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

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

Objective 2.3: Manage congestion and parking demand to support the Transit First policy.

Goal 3 – Improve the environment and quality of life in San Francisco

Objective 3.1: Reduce the Agency’s and the transportation system’s resource consumption, emissions, waste and noise.

Objective 3.2: Increase the transportation system’s positive impact to the economy.

Objective 3.3: Allocate capital resources effectively.

Objective 3.4: Deliver services efficiently.

Objective 3.5: Reduce capital and operating structural deficits.

This item will support the following Transit First Policy Principles:

1. Improves the safe and efficient movement of people and goods.
2. Improves public transit as an attractive alternative to travel by private automobile.
8. Allocates transit investments to meet the demand for public transit generated by new public and private commercial and residential developments.
9. Promotes the use of regional mass transit and the continued development of an integrated, reliable, regional public transportation system.

DESCRIPTION

Contract 1300

On May 21, 2013, the SFMTA Board of Directors adopted Resolution No. 13-061 awarding Contract 1300 to Tutor Perini Corporation to construct the stations, trackway, and control systems for the Central Subway, for an amount not to exceed \$839,676,400, for a term of 1700 days to Substantial Completion. The SFMTA issued notice to proceed to Contractor effective June 17, 2013; Contractor was to achieve substantial completion by February 10, 2018.

Prior Amendments to Contract 1300

Contract 1300 previously has been amended 121 times to address unexpected site conditions and design changes required by the City, which has increased the contract amount by \$8,004,142.17, resulting in a total amended contract amount of \$847,680,542.17 and extended contract time by 140 days. The Director of Transportation approved those amendments under authority the SFMTA delegated by SFMTA Board Resolution No. 180821-114, which authorized the Director to approve \$30,000,000 in amendments to Contract 1300.

Proposed Amendment

The proposed Amendment will extend Contract Time 730 calendar days, which would move the Project Substantial Completion date to June 29, 2020. The proposed Amendment would pay Contractor \$29,200,000 for 730 compensable unavoidable days of delay. In addition, the proposed Amendment would pay Contractor \$2,040,000 for 51 days of delay that the SFMTA had previously denied as compensable, but that the as-built schedule analysis indicated should be compensated. Those figures were determined by multiplying the numbers of compensable days of delay by the \$40,000 Established Daily Delay Rate that Contractor stated in its bid.

The Amendment requires SFMTA Board approval, because the amended contract value will exceed the Director of Transportation's \$30,000,000 approval authority granted by SFMTA Board Resolution No. 180821-114. The resulting amended contract value will be \$878,920,542.17.

Basis for Contract Modification

Approximately 65 percent of the work under Contract 1300 is complete; as of September 2, 2019, the substantial completion of the Tutor Perini's work is 570 calendar days late. Contractor has made many requests for compensation for additional costs and payment of delay damages. As of July 2019, the SFMTA Central Subway Claims Log shows a total of \$176,227,034 in cost and delay claims. Contractor has not provided SFMTA with sufficient documentation to support these claims.

In consultation with the Central Subway Construction Management Consultant, AECOM, and scheduling and forensic accounting experts retained by the City Attorney's Office, an as-built project schedule was created and analyzed to identify the causes of Project delay. That analysis confirmed that in addition to the delays due to the complexity of excavation of Chinatown Station, and numerous design clarifications that caused delay, the critical path delays governing the total compensable delay became the addition of the plaza at the Chinatown Station and necessary changes to the design and construction of the Chinatown Station headhouse and elevators. Staff have also confirmed that redesigning the plaza or constructing the plaza later using a follow-on contractor would not mitigate delay to the Project's revenue service date and would likely cost more and cause even more delay.

Project staff have considered potential ways to mitigate further delay by accelerating portions of the Project but have determined that paying the Contractor to accelerate remaining Project work is unlikely to shorten significantly the time needed to complete remaining Contract Work.

STAKEHOLDER ENGAGEMENT

The SFMTA meets with the Chinatown Community Development Center (CCDC) on a weekly basis and Chinatown Merchants on a monthly basis to apprise them of upcoming construction activities, including weekend and night time work.

ALTERNATIVES CONSIDERED

The SFMTA considered offering a shorter time extension with no compensation for alleged delay-related cost impacts. The basis for this alternative approach would be to hold the Contractor accountable for complying with contract-mandated claims procedures and claims documentation requirements.

Contractor's failure to provide timely and complete documentation to support its claims for additional compensation and extension of Contract Time forced the SFMTA create its own as-built Project schedule. Based on that as-built schedule, the Agency then reviewed its own records to evaluate whether delays shown in the as-built schedule are likely due to Contractor actions (and therefore not compensable) or were caused by other factors that may justify either an extension of contract time or a time extension and additional compensation. Based on Contractor's failure to follow Contract 1300 claims procedures, and Contractor's failure provide timely claims and documentation, the SFMTA could refuse to pay any additional compensation or extend time. In doing so, however, should Contractor's claims be litigated, the SFMTA risks being found liable for additional compensation to Contractor, plus legal interest for compensation that the Agency may reasonably now determine that it owes Contractor.

Since the SFMTA's own analysis provides a basis for the additional compensation and time extension provided in the Amendment, extending time and paying that compensation is expected to improve the Agency's relationship with Contractor sufficiently that further delays to the Project may be avoided or reasonably mitigated, and the Project may be expeditiously completed. The SFMTA and Contractor may then focus on the Project, delaying further action on Contractor's remaining claims.

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 Amendment will not increase the total Project cost of \$1.578B. The breakdown of 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

Source	TOTAL
Prop 1B-SFMTA	\$219,896,185
RIP-SF/Other	\$74,248,000
TCRP	\$14,000,000
Prop K	\$137,727,000
Total	\$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 Amendment 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, may be found in the records of the Planning Department at 1650 Mission Street in San Francisco, and is incorporated herein by reference.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The City Attorney's Office has reviewed this calendar item. No other approvals are required.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors approve Modification No. 122 to Contract 1300 to extend Contract Time 730 calendar days, for a total contract time of 2,570 days and a substantial completion date of June 29, 2020 and pay Contractor \$31,240,000 for 781 days of compensable unavoidable delays, resulting in a total modified contract amount of \$878,920,542.17.

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 May 21, 2013, the SFMTA Board of Directors awarded Contract No. 1300 (Contract 1300) to Tutor Perini Corporation (Contractor) to construct one street-level and three subway stations, trackways, and systems for the Central Subway Project, in an amount not to exceed \$839,676,400, and for a term of 1700 days to substantial completion; and,

WHEREAS, Contract Modification Nos. 1 through 121 addressed unexpected site conditions and changes in the Project design, and increased the contract amount \$8,004,142.17 and extended contract time 140 days, of which the SFMTA deemed 89 days to be compensable delay and 51 days were non-compensable delay; and,

WHEREAS, Contractor included in its bid for Contract 1300 an Established Daily Rate for Delay of \$40,000, which the Contractor agreed is the amount that it would be compensated for each calendar day that the Project is delayed where that delay is not caused by Contractor; and,

WHEREAS, The SFMTA performed an as-built schedule analysis of the accepted Project Baseline Schedule, which informed the Agency's determination that the negotiated 781 calendar days' time extension and payment of the associated contracted Established Daily Rate for Delay for that period of delay are justified, fair and reasonable; and,

WHEREAS, Under Contract Modification No. 122, except for certain express reserved claims, including Contractor certified subcontractor claims and certain classes of construction costs impacted by the Project, Contractor releases all claims for further compensation related to the Project delay covered by the extension of time and payment of the Established Daily Rate of Delay for that time extension; and,

WHEREAS, Under Contract Modification No. 122, Contractor will produce a revised project schedule, under which Contractor will bring the work to substantial completion on or before June 29, 2020; and,

WHEREAS, Following completion of Contractor's final punchlist work, and SFMTA completion of systems testing and dynamic vehicle testing, revenue service is anticipated to commence in summer of 2021; and,

WHEREAS, To facilitate the timely installation and testing of the radio communications system and of the Advanced Train Control System (ATCS), Contractor shall provide scheduled access to the SFMTA's radio and ATCS vendors, and other technology vendors and consultants, to the Project's stations and tunnels; and

WHEREAS, The SFMTA does not waive or otherwise compromise any contractual right or legal defense concerning the any provisions or protections provided by the Contract or applicable law; and,

WHEREAS, SFMTA's Contract Compliance Office has determined that Contractor is in compliance with the Small Business Enterprise requirements of Contract 1300: 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 modification to Contract 1300 described herein comes 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 SEIS/SEIR 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 relative to construction of the Project, 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 Modification No. 122 to Contract No. 1300, Third Street Light Rail Program Phase 2 - Central Subway Stations, Surface, Track and Systems (Contract 1300) with Tutor Perini Corporation to extend Contract Time 730 calendar days, for a total contract time of 2,570 days and a substantial completion date of June 29, 2020, and pay Contractor \$31,240,000 for 781 days of compensable unavoidable delays, resulting in a total modified contract amount of \$878,920,542.17.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of September 17, 2019.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

CONTRACT MODIFICATION NO. 122

**SFMTA Contract No. 1300 Stations, Surface,
Track & Systems**

Contractor: Tutor Perini Corporation
530 Bush Street,
Suite 302
San Francisco, CA 94108

Contract Modification No. 122 – CTS: Central Subway Project Schedule Delay Costs

I. SUMMARY

A. Contract Modification. By this Contract Modification, the SFMTA grants a 730-Day compensable Contract Time extension to Contractor to address an extended Project duration arising from Additional Work and other unavoidable delays. The SFMTA will pay Contractor \$40,000 per Day for each of the 730 Days extension, which is the amount Contractor bid for the Established Daily Rate for Delay, for an increase in the Contract Amount of \$29,200,000.

SFMTA previously granted a 51-Day non-compensable time extension (Contract Modifications 63, 87, 92). By this Contract Modification, MTA agrees to make those 51 Days compensable at \$40,000 per Day (the Established Daily Rate of Delay), for a further increase in the Contract Amount of \$2,040,000.

In accordance with the foregoing, the SFMTA will pay Contractor a total of **\$31,240,000** to compensate Contractor for delays to the Work through the Effective Date of this Contract Modification.

This Contract Modification shall be effective on September 3, 2019 (“the Effective Date”).

B. Changes to Contract Amount and Time

1. Contract Amount

Contract Amount (as awarded)	\$839,676,400.00
Value of Prior Contract Modifications	\$ 8,004,142.17
Total Net Amount of this Contract Price Increase	<u>\$ 31,240,000.00</u>

Revised Contract Amount (not to exceed) \$878,920,542.17

2. Contract Time

Original Contract Time (as awarded)	1700 Days
Prior Compensable Time Extensions	89 Days
Prior Non-Compensable Time Extensions	51 Days
Extension of Contract Time by this Contract Modification	<u>730 Days</u>
Amended Total Contract Time	2570 Days

Original Substantial Completion Date (as awarded)	February 10, 2018
Revised Substantial Completion Date	June 29, 2020

II. CONTRACT MODIFICATION

The parties amend the Contract as follows:

A. Extension of Contract Time

In accordance with Contract General Provisions section 7.02, the parties agree to the following modifications to Contract Time (as defined in General Provisions section 1.03.G and Special Provisions section SP-4.A):

1. City grants Contractor a Contract Time extension of 730 Days due to Additional Work and other unavoidable delays.
2. With this Contract Modification, the parties agree to amend the Contract Time from the original duration of 1700 Days, plus previous Contract Modifications (Nos. 63, 87, and 92) that added 140 Days to the duration, plus the 730 Days added to the duration by this Contract Modification, resulting in Contractor’s obligation to achieve Substantial Completion by June 29, 2020.

B. Increase to Contract Amount

In accordance with General Provisions sections 1.01.29 and 7.02, the parties agree to modify the Contract Amount as follows:

1. **The parties agree to increase the Contract Amount by \$31,240,000** to compensate Contractor for all costs and impacts it incurred arising from or related to Additional Work and unavoidable delays to the Project (as those costs are described in the General Provisions section 1.01.44 – Established Daily Rate for Delay) as of the Effective Date of this Contract Modification.
2. In accordance with the foregoing, the SFMTA will pay Contractor a total of **Thirty-One Million Two Hundred Forty Thousand Dollars (\$31,240,000)**, as follows:

<u>Cost Category/Description</u>	<u>Amount</u>
Compensable Contract Time Extension: 730 Days multiplied by \$40,000 per day (as provided in General Provisions § 1.01.44.)	\$29,200,000
Additional Compensable Contract Time: 51 Days (previously granted as a non-compensable time extension, but now deemed compensable based on reevaluation) multiplied by \$40,000 per day (as provided in General Provisions § 1.01.44.)	\$ 2,040,000
Total amendment to Contract Amount:	\$31,240,000

C. Revised Project Schedule. The parties agree to amend the Contract General Provisions to add the following Section 3.11.I:

3.11.I. Revised Project Schedule.

- a. Within 30 Days of the Effective Date of this Contract Modification, Contractor shall prepare, and SFMTA shall reasonably assist Contractor in the preparation of, a Revised Project Schedule that includes a Work completion schedule to achieve Substantial Completion by June 29, 2020. Contractor shall include in the Revised Project Schedule all pending Additional Work that the SFMTA has directed Contractor to perform that the Parties have not yet included in a Contract Modification. That Additional Work includes the construction of the Chinatown Station Plaza and changes to the CTS Headhouse, as described in Proposed Contract Change 50, and the radio system Work that will be described in Contract Modification No. 124. The Revised Project Schedule shall also include all pending Additional Work that the Parties will include in the Contract Modification(s) referenced in Section F.1., below, which the parties will enter as bilateral Contract Modification(s) or that the SFMTA will issue as unilateral contract changes on or before November 1, 2019. Contractor shall describe in the Revised Project Schedule and Monthly Schedule Updates any anticipated Project Schedule impacts arising from Additional Work.
- b. Contractor shall describe in the Revised Project Schedule and Monthly Schedule Updates any anticipated Project Schedule impacts arising from Additional Work performed after the Effective Date of this Contract Modification. The Contractor shall not exclude Additional Work from the Revised Project Schedule or any Monthly Schedule Update based on any dispute between the parties regarding time impacts or additional compensation related to such claim. Additional Work issued by SFMTA after September 3, 2019 will not be included in the Revised Project Schedule, but will be negotiated by the parties to avoid or mitigate further delay or extend the Revised Project Schedule, as necessary.
- c. Contractor shall commence the Static Systems Integration Testing for ATCS, Radio and Communication systems prior to Substantial Completion, but if Contractor does not complete those elements of the Work prior to Substantial Completion, Contractor may complete that Work as Punchlist Work.

D. Site Access. The parties agree to amend the Contract General Provisions to add the following Section 5.01.H:

5.01.H. Contractor shall provide access to the Site for the ATCS vendor, Thales, and the radio and data communications systems vendor, Harris, and to City personnel and other consultants as the SFMTA deems necessary to perform systems work and testing. Contractor shall accommodate the work of said vendors, personnel and consultants, and shall provide them with access to the Stations and Tunnels during the 16-hour periods Monday through Friday (i.e., non-Regular Working Hours) and during weekends and holidays, when Contractor is not performing Work at the Site. Contractor shall also provide access to said vendors, personnel and consultants during regular weekday

working hours to areas at the Site where Contractor is not performing Work. Contractor shall coordinate with the SFMTA to provide scheduled times for Site access in each Contractor Three-Week Look Ahead Schedule and similar Work planning documents. The SFMTA will pay Contractor's additional costs to provide City vendors' access as necessary on a Time and Materials basis to facilitate access or provide support or safety after hours or on Holidays and Weekends. The SFMTA will compensate Contractor for additional costs to repair any damage to Contractor's Work caused by vendors' performing their work in the tunnels and stations.

E. Release and Reservation of Claims.

1. Release of Claims. This parties execute this Contract Modification in accordance with Article 6 of the General Provisions of the Contract. Except for those claims specifically described in Section E.2 below (Reservation of Claims), Contractor acknowledges and agrees that the amounts stated as compensation herein are in full satisfaction and accord of all compensation for costs the Contractor has incurred or may incur arising from or related to the delays to the Work and other schedule impacts (collectively "Delay Damages") that have occurred up to and including September 3, 2019 ("the Effective Date"), and all corresponding obligations of the City to pay Contractor for such Delay Damages, including all costs covered under the "Established Daily Rate for Delay" as defined in the Contract, General Provisions section 1.01.44. Contractor hereby releases the City from any and all claims for Delay Damages and claims for extended Contract Time, based on any cause or event without limitation that occurred or may have occurred prior to the Effective Date of this Contract Modification.

Contractor acknowledges that in so waiving said claims for Delay Damages, Contractor also waives all rights to claims for Delay Damages of which it is not aware that arise from or are related to delays to the Work up to and including the Effective Date of this Contract Modification. Contractor understands and acknowledges that a risk exists that it has incurred or suffered, or may incur or suffer, loss or damages as a result of the delays to the Work and the facts and circumstances of such delays 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, and that Contractor waives the protections provided by California Civil Code section 1542. Contractor affirms that it has read, considered and understands the provisions and significance of the California Civil Code section 1542, which states:

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

- 2. Excluded Claims.** This Contract Modification does not resolve, compromise or release the following claims arising from Additional Work performed prior to the Effective Date of this Contract Modification:
- a. Contractor claims for direct costs or mark-up on direct costs for approved Additional Work performed by Contractor; and
 - b. Contractor claims for the following other direct costs of Additional Work:
 - (1) Storm water protection
 - (2) Vibration, dust and settlement monitoring
 - (3) Temporary ventilation, temporary electric service, and temporary elevators
 - (4) General maintenance
 - (5) Toilets
 - (6) General Project cleanup
 - (7) Site access, security and guards
 - (8) Quality Control / Inspection Services
 - (9) Survey
 - (10) De-Watering Well Maintenance
 - (11) Parking
 - (12) Night Noise Permits
 - c. Certified Subcontractor Claims. Contractor may present certified subcontractor cost and delay claims to the SFMTA to be negotiated separately.

Contractor may present claims to the SFMTA for the costs described in the preceding Sections 2.a., 2.b, and 2.c. The SFMTA affirms that it will expeditiously consider said claims.

3. Reservation of Claims and Defenses.

- a. The SFMTA does not waive or otherwise compromise any contractual right or legal defense to any claim or action.
- b. Except for the Delay Damages that Contractor has released in Section E.1, above, Contractor does not waive or otherwise compromise any contractual right or legal defense to any claim or action.

F. Pending Contract Modifications and SFMTA Deliverables

1. Prior to the Effective Date of this Contract Modification, the SFMTA has directed Contractor to perform Additional Work that has not yet been incorporated into a Contract Modification, including, but not limited to, the construction of the Chinatown Station Plaza and changes to the CTS Headhouse as described in Proposed Contract Change Order (PCC) 50, and the radio system work that will be described in Contract Modification No. 124, as well as other Additional Work that SFMTA has directed through PCCs, merited Contractor Change Order Requests (CORs) and Force Account directives.

Within 10 Days of the Effective Date of this Contract Modification, the SFMTA will begin negotiations with Contractor to enter bilateral Contract Modifications for all said Additional Work to meet the Substantial Completion Date of June 29, 2020. If the Parties cannot reach agreement on the costs of this Additional Work, then on or before November 1, 2019, SFMTA will issue appropriate Unilateral Changes Orders detailing the precise scope and design for said Additional Work on which agreement has not been reached and providing for payment to Contractor based on SFMTA's good faith estimate for the direct cost of said Additional work, to avoid impacts to meeting the June 29, 2020 Substantial Completion Date.

2. SFMTA agrees to make available for delivery to Contractor all Owner Furnished Equipment and Materials for Contractor's ATCS and Radio Work prior to December 31, 2019. Contractor shall provide SFMTA not less than 10 Days' notice prior to the date(s) on which the ATCS and Radio materials and equipment are required at the Site.

3. SFMTA agrees to assist Contractor in completing PG&E electrical service no later than November 1, 2019 to meet the Substantial Completion Date of June 29, 2020.

4. SFMTA agrees to assist Contractor in resolving Fire Alarm / Fire Marshall issues prior to December 1, 2019.

G. Changes Limited and Express. Except as specifically stated in this Contract Modification, all other terms and conditions of the Contract remain unchanged and are in full force and effect. Any modification of the Contract must be express and in conformance with the General Provisions and Special Provisions of the Contract.

H. Effective Date. The Effective Date of this Contract Modification shall be September 3, 2019.

(Signatures are on the following page.)

In Witness whereof, this Contract Modification has been executed in San Francisco, California as of this day, September 3, 2019.

<p>CITY AND COUNTY OF SAN FRANCISCO</p> <p>Recommended:</p> <p>_____</p> <p>Nadeem Tahir, P.E. Program Director Central Subway Project</p> <p>Approved:</p> <p>_____</p> <p>Thomas G. Maguire Interim Director of Transportation San Francisco Municipal Transportation Agency</p> <p>Authorized By:</p> <p>Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Roberta Boomer, Secretary</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Robert K. Stone Deputy City Attorney</p> <p>n:\ptc\as2019\1000387\01386719.docX 08-22-2019 3:00 Final</p>	<p>CONTRACTOR</p> <p>Approved:</p> <p>_____</p> <p>Jack Frost President and Chief Operating Officer Civil Group Tutor Perini Corporation</p>
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