

THIS PRINT COVERS CALENDAR ITEM NO.: 17A

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Central Subway Project

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to: (1) execute Bilateral Contract Modification No. 147 to Contract No. 1300, Third Street Light Rail Program Phase 2 - Central Subway Stations, Surface, Track and Systems (Contract) with Tutor Perini Corporation, which resolves and releases all change orders, claims and credits, increases the Contract Amount \$46,755,993.20 for a total Contract Amount of \$1,204,997,857.90, and extends Project Final Completion date 121 days to March 31, 2023; and, (2) accept the Work and close-out Contract 1300 when Contractor has met all Contract requirements for Final Acceptance.

SUMMARY

- In May 2013, the SFMTA contracted with Tutor Perini Corporation (Contractor) to construct the Central Subway Stations, Surface, Trackway and Systems under SFMTA Contract No. 1300 for a Contract Amount of \$839,676,400, all work to be completed in 1700 days, with Final Completion date May 11, 2018. The Contract has been amended 146 times to increase the Contract Amount by \$318,565,464 to \$1,158,241,864.70 (a 38 percent increase) and extend Contract Time 1,754 days to compensate Contractor for over 2,500 change orders and to resolve Contractor claims arising from unforeseen site conditions and design changes.
- Contract Modification 147 (Amendment) increases the Contract Amount \$46,755,993.20 (net), which includes \$39,359,659 to compensate the Contractor for additional work performed under 377 Change Orders, \$7.7 million to resolve a lawsuit by Contractor to recover COVID-19 pandemic inefficiency costs, and \$3,246,041 in late payment interest, and reduces the Contract Amount of \$2,144,299 from unused contingency funds and \$700,000 for corrective work that the SFMTA will have others perform, and other credits Contractor owes the SFMTA. This Amendment extends the Final Completion Date to March 31, 2023, and Contractor waives all claims known and unknown arising under the Contract.

ENCLOSURES:


1. SFMTA Board Resolution
2. Final Project Closeout Bilateral Contract Modification No. 147
3. <https://www.sfmta.com/about-sfmta/reports/central-subway-final-seisseir> (Central Subway Final SEIS/SEIR and Mitigation Monitoring and Reporting Program)

APPROVALS:

DIRECTOR



SECRETARY



DATE

June 1, 2023

June 1, 2023

ASSIGNED SFMTAB CALENDAR DATE: June 6, 2023

PURPOSE

Authorizing the Director of Transportation to: (1) execute Bilateral Contract Modification No. 147 to Contract No. 1300, Third Street Light Rail Program Phase 2 - Central Subway Stations, Surface, Track and Systems (Contract) with Tutor Perini Corporation, which resolves and releases all change orders, claims and credits, increases the Contract Amount \$46,755,993.20 for a total Contract Amount of \$1,204,997,857.90, and extends Project Final Completion date 121 days to March 31, 2023; and, (2) accept the Work and close-out Contract 1300 when Contractor has met all Contract requirements for Final Acceptance.

STRATEGIC GOALS AND TRANSIT FIRST POLICY PRINCIPLES

This item will support the following SFMTA Strategic Plan Goals and Objectives:

Goal 4: Make streets safer for everyone.

Goal 5: Deliver reliable and equitable transportation services.

Goal 6: Eliminate pollution and greenhouse gas emissions by increasing use of transit, walking, and bicycling.

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

A. Project Background

The SFMTA contracted in May 2013 with Tutor Perini Corporation (Contractor) to construct the Central Subway Stations, Surface, Trackway and Systems under Contract No. 1300, Third Street Light Rail Program Phase 2 - Central Subway Stations, Surface, Track and Systems (Contract) for a total Contract Amount of \$839,676,400 and Contract Time of 1700 days, with a Final Completion date of February 11, 2018.

The Contract has been previously amended 146 times to approve approximately 2,500 Change Orders, to increase the Contract Amount from \$839,676,400 to \$1,158,241,864.70, an increase of \$318,565,464 (38 percent) and extend Contract Time 1,754 days (for a total of 3,454 days) to compensate Contractor and resolve Contractor claims for costs arising from that additional work and Project delays resulting from unforeseen site conditions and design changes.

The SFMTA declared Substantial Completion of Contract 1300 Work with the completion of major systems work on June 28, 2021. The Central Subway commenced Revenue Service (full passenger service) on January 7, 2023.

B. Change in Contract Amount

This Amendment will increase the Contract Amount \$46,755,993.20, which is net of \$50,305,700 increases and \$3,549,706.80 in deductions, resulting in a final total Contract

Amount of \$1,204,997,857.90, which are summarized in the following table and explained in the Sections 1-4, below:

Pay Item	Description	Amount
CM147 – 01	Additional Work - listed in Attachment 1	\$ 39,359,659.00
CM147 – 02	Settlement of Late Payment Interest	\$ 717,524.00
CM147 – 03	Interest on Unpaid Remainder of Contract Mod 137	\$ 2,528,517.00
CM147 – 04	Settlement of Covid Impact Claims Lawsuit	\$ 7,700,000.00
CM147 – 05	Credit for Liquidated Contract Contingency Funds – listed in Attachment 2	\$ (2,144,299.00)
CM147 – 06	Credit for Thales Retention Payment	\$ (705,407.80)
CM147 – 07	Credit for Corrective Work to OCS	\$ (200,000.00)
CM147 – 08	Credit for Corrective Grouting at CTS	\$ (500,000.00)
	Net Increase to Contract Amount	\$ 46,755,993.20
Previous Contract Amount		\$ 1,158,241,864.70
Final Contract Amount		\$1,204,997,857.90
Total Prior Payments		\$(1,177,342,196.17)
Final Payment Due		\$ 27,655,661.73

1. Additional Work. Commencing December 21, 2021 (the cutoff date for Change Order disputes and Contractor claims resolved under Contract Modification 143 – Omnibus Claims Resolution No. 3), Contractor performed Work under 377 Change Order Requests (CORs) and Proposed Contract Changes (PCCs) (collectively referenced as “Change Orders”), the negotiated value of those Change Orders is \$39,359,659.00, to compensate Contractor for all costs and impacts of the additional work it performed under those Change Orders, which are listed in Attachment 1 to the Amendment.

2. Interest for Late Payments This Amendment includes \$717,524 to resolve Contractor claims for late payment of approximately \$19.6 million in invoices for work performed from September 2022 to the Effective Date of this Amendment. Invoices were paid late because project staff incorrectly treated the \$10.5 Million unused contingency funds credited to the SFMTA under Contract Modification 144 as funds available to pay Change Orders. This error and other errors in Project accounting and Change Order management caused the City’s payment system to hold subsequent payment applications, resulting in late payment of Contractor invoices commencing in September 2022 and continuing to the present. Contractor has asserted it is due 10 percent interest on the unpaid \$19.6 million , as provided in Contract, General Provisions section 9.14, S.F. Administrative Code section 6.22(j)(7), and California Code of Civil Procedure section 685.010(a).

This Amendment also includes \$2,528,517 in interest, as required by Contract Modification 137, in which the SFMTA agreed to pay Contractor six percent interest for late payment of \$28.6 Million (of the \$93.6 Million settlement effected under Contract Modification 137).

3. Settlement of Covid Impacts Lawsuit. This Amendment includes \$7,700,000 as settlement of a lawsuit (Tutor Perini Corp. v. CCSF/SFMTA, Santa Clara County Sup. Ct. Case No. 23CV414035) that Contractor filed against the SFMTA to recover the additional costs Contractor incurred arising from work inefficiencies and related impacts from meeting County Health Orders working requirements during the Covid-19 pandemic. (The settlement of the lawsuit is addressed in a separate SFMTA Board action.)

4. Credits to the SFMTA – Reductions to the Contract Amount

- a. The Contract contains numerous contingency funds (also referenced as “Allowances”) that were used to compensate the Contractor for units of materials or work where it was not possible to determine the full extent of the required materials or work at the time of bidding. (The use of contingency funds is a common practice in large construction contracts.) There are \$2,144,299.00 in unused contingency funds remaining in the Contract, which this Amendment deducts from the final Contract Amount.
- b. Contractor owed Thales Transport & Security, Inc., the Advanced Train Control System vendor, \$705,407.80 in retention dating from the period that Thales was a subcontractor to Tutor Perini Corp. Contractor did not remit the funds to Thales as required by Contract 1300. The SFMTA subsequently paid Thales the retention, and in this Amendment deducts that amount from the Contract Amount, as allowed by the Contract, which reduces the Contract Amount \$705,407.80.
- c. The SFMTA has the right under the Contract to contract separately for corrective work where Contractor is unable or unwilling to correct incomplete and nonconforming Work. The Amendment credits the SFMTA the following amounts for incomplete and/or Non-Conforming Work that the SFMTA will have performed by others:
 - (1) \$200,000 to replace defective spool insulators in the Overhead Contact System (OCS) and to compensate the SFMTA its costs for OCS repairs related to spool insulator failures.
 - (2) \$500,000 for grouting of the Chinatown Station (CTS) cavern crown and other locations for where Contractor did not meet Contract requirements to install grouting. The incomplete and nonconforming grout work is allowing water seep into various locations in the Central Subway stations.

C. Change in Contract Time

This Amendment will extend Final Completion date 121 calendar days to March 31, 2023, resulting in total Contract Time of 3,483 calendar days. The additional time was necessary for Contractor to complete 377 Change Orders issued on or after December 21, 2021, the cut-off date for previous claims settlements. (When the SFMTA awarded the Contract in May 2013, the Contract Time to complete all work was 1700 calendar days, with a Final Completion Date of February 11, 2018.)

D. Final Acceptance and Close-out of Contract 1300

The SFMTA Board of Directors' approval of this Amendment will authorize the Director of Transportation to execute this Amendment, and to issue Final Acceptance of the Contract Work and administratively close-out the Contract when Contractor has met all Contract requirements for Final Acceptance. Subcontractors and suppliers have lodged approximately \$312,000 in claims (stop payment notices) against contract funds. The SFMTA will withhold the amounts in controversy from the approximately \$5.3 million retained funds held in escrow until those claims are resolved.

STAKEHOLDER ENGAGEMENT

The SFMTA meets with community organizations and elected officials on a regular basis to inform them of construction activities, the status of the Project, and anticipated completion dates.

ALTERNATIVES CONSIDERED

The SFMTA Board could reject the proposed Bilateral Contract Modification 147, but doing so may result in legal action by the Contractor to obtain the compensation provided in the Amendment, which may result in a less advantageous outcome for the SFMTA. It is unlikely that additional negotiations with the Contractor would produce a better result for the SFMTA.

FUNDING IMPACT

The costs of the Amendment will be funded from: (1) unused bond funds from the Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA), authorized by Proposition 1B, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006; (2) Reallocated Proposition B funds; and, (3) reallocated 2021 Revenue Bonds.

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 California Environmental Quality Act (CEQA) Findings, Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Plan. The changes to the Project effected by Modification No. 147 to Contract No. 1300, as described herein, fall 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 at [Central Subway Final SEIS/SEIR | SFMTA](#), and 49 South Van Ness Avenue, Suite 1400 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 authorize the Director of Transportation to: (1) execute Bilateral Contract Modification No. 147 to Contract No. 1300, Third Street Light Rail Program Phase 2 - Central Subway Stations, Surface, Track and Systems (Contract) with Tutor Perini Corporation, which resolves and releases all change orders, claims and credits, increases the Contract Amount \$46,755,993.20 for a total Contract Amount of \$1,204,997,857.90, and extends Project Final Completion date 121 days to March 31, 2023; and, (2) accept the Work and close-out Contract 1300 when Contractor has met all Contract requirements for Final Acceptance.

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, Third Street Light Rail Program Phase 2 - Central Subway Stations, Surface, Track and Systems (Contract) to Tutor Perini Corporation (Contractor) to construct one street-level and three subway stations, trackways, and systems for the Central Subway Project for a Contract Amount of \$839,343,400 and Contract Time to complete all work within 1700 calendar days, with a Final Completion date of May 11, 2018; and,

WHEREAS, The Contract previously was amended 146 times to increase the Contract Amount to \$1,158,241,864.70 and extend Contract Time 1,754 days to approve 2,500 Change Orders and resolve Contractor claims arising from unforeseen site conditions and design changes; and,

WHEREAS, The SFMTA declared Substantial Completion of the Work following the completion of systems work on June 28, 2021, and the Central Subway commenced Revenue Service (full passenger service) on January 7, 2023; and,

WHEREAS, Bilateral Contract Modification No. 147 (Amendment) is intended to resolve all Contractor claims for additional compensation and extension of Contract Time, and interest on late payments, resolve SFMTA claims for credit and reduction in the Contract Amount for unused contingency funds, Non-Conforming Work, and accounts paid, and authorize the close-out of the Contract; and,

WHEREAS, The Amendment includes the negotiated amount of \$39,359,659 to be paid to the Contractor for completion of Additional Work the Contractor performed under 310 Change Orders listed in Attachment 1 to the Amendment, which resulted from SFMTA and City-directed design changes, and changes which were required to comply with regulatory agencies' permit requirements; and,

WHEREAS, The Amendment includes \$7,700,000 to be paid Contractor as settlement of Tutor Perini Corp. v. CCSF/SFMTA, Santa Clara County Sup. Ct. Case No. 23CV414035, a lawsuit Contractor filed against the SFMTA to recover additional costs Contractor incurred due to work inefficiencies and related impacts arising from its compliance with San Francisco County Health Orders and work requirements during the Covid-19 pandemic, which settlement is approved in a separate SFMTA Board action; and,

WHEREAS, The Amendment includes \$3,246,041 to be paid to the Contractor to resolve its claims for statutory and contract interest for late payment of undisputed invoices, and payment of interest agreed in Contract Modification 137; and,

WHEREAS, The Amendment reduces the Contract Amount \$2,144,299 by liquidating unexpended funds remaining in Contract contingency accounts, which are listed in Attachment 2 to the Amendment; and,

WHEREAS, The Amendment reduces the Contract Amount of \$700,000 as credit to the SFMTA for the value of corrective work that the SFMTA will have others perform to correct incomplete or Non-Conforming water proofing and grouting at the Chinatown Station, and to replace defective spool insulators in the Overhead Contact System (OCS) and make related repairs to the OCS, which releases Contractor from further obligation to compensate the City the costs of that corrective work, but does not waive or in any way compromise Contractor's contractual or statutory obligations as to warranty and latent defects; and,

WHEREAS, The Amendment reduces the Contract Amount \$705,407.80 to credit the SFMTA that amount, which the SFMTA paid to Thales Transport & Security, Inc., as provided in Contract Modification 93; and,

WHEREAS, The net value of payment due and credit to the SFMTA increase the Contract Amount \$46,755,993.90, for a final Contract Amount of \$1,204,997,857.90, which is the final Contract Amount for purposes of Contract Final Acceptance; and,

WHEREAS, The Amendment extends the Contract Final Completion date 121 calendar days to March 31, 2023 for a total Contract Time of 3,483 calendar days; and,

WHEREAS, The Amendment includes a broad global release by which Contractor releases all claims known and unknown that it may or might bring against the City arising from the Central Subway Project; 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 California Environmental Quality Act (CEQA) Findings, Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Plan; and,

WHEREAS, The changes effected by the Bilateral Modification No. 147 to Contract No. 1300, 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 at [Central Subway Final SEIS/SEIR | SFMTA](#), and 49 South Van Ness Avenue, Suite 1400 in San Francisco, and is incorporated herein by reference; now therefore, be it

RESOLVED, That the SFMTA Board of Directors has reviewed and considered the Central Subway Supplemental Environmental Impact Statement/Supplemental Environmental Impact Report and record as a whole, and finds that the Central Subway Supplemental Environmental Impact Statement/Supplemental Environmental Impact Report 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 California Environmental Quality Act (CEQA) findings by this reference as though set forth in this Resolution; and be it further

RESOLVED, That the SFMTA Board of Directors authorizes the Director of Transportation to: (1) execute Bilateral Contract Modification No. 147 to Contract No. 1300, Third Street Light Rail Program Phase 2 - Central Subway Stations, Surface, Track and Systems (Contract) with Tutor Perini Corporation, which resolves and releases all change orders, claims and credits, increases the Contract Amount \$46,755,993.20 for a total Contract Amount of \$1,204,997,857.90, and extends Project Final Completion date 121 days to March 31, 2023; and be it further

RESOLVED, That the Director of Transportation shall withhold progress payment retained funds (retention) as legally required and necessary to pay stop notices, prevailing wage actions, and other lawful claims against Contract funds; and be it further

RESOLVED, That the SFMTA Board of Directors authorizes the Director of Transportation to accept the Work from Tutor Perini Corporation, issue final payments, release retention (less amount subject to claims), and close-out Contract 1300, when Contractor has met all Contract requirements for Final Acceptance; and be it further

RESOLVED, That the SFMTA Board authorizes the Director of Transportation, in consultation with the City Attorney, to make such changes to Contract Modification 146 as necessary to effect the intent and purpose of this Resolution, provided that said changes shall not further increase the Contract Amount or further extend Contract Time beyond the values stated in this Resolution, or reduce warranty or bond protections stated in the Contract.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of June 6, 2023.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

BILATERAL CONTRACT MODIFICATION NO. 147

Final Project Acceptance and Closeout – Omnibus Resolution of Change Items No. 4

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

Contractor: Tutor Perini Corporation
15901 Olden Street
Sylmar, CA 91342

Contract Modification No. 147 – STS: Final Project Acceptance and Closeout – Omnibus Resolution Change Items No. 4

Summary and Purpose:

This Contract Modification 147 (“Amendment”): (1) finally and fully resolves all Contractor’s claims for additional compensation and/or time related to SFMTA Contract No. 1300, Third Street Light Rail Program Phase 2 – Central Subway Stations, Surface, Track and Systems (Contract 1300), including but not limited to claims related to Proposed Contract Changes (PCCs), Change Order Requests (CORs), Certified Contract Claims (CCCs), Contractor’s claims for COVID-19 impacts and inefficiencies, and contractual and statutory interest for late payment that Contractor has or may assert, and Contractor claims for additional compensation for any and all direct costs, indirect costs, overhead, delay, impacts, inefficiencies and other costs related to or arising from Contract 1300 and Contractor’s work on the Central Subway Project, without restriction; (2) adjusts the Contract Amount and Contract Time; and, (3) credits the SFMTA for contingency funds not used, and for the value of corrective work and other credits due the SFMTA as described in this Amendment; and, (3) acknowledges that Contractor has completed all Contract 1300 requirements for Final Completion and Final Acceptance.

Now, therefore, in accordance with the General Provisions of Contract 1300 and the foregoing statements, Contract 1300 is modified as follows:

1. Contract Amount:

a. The SFMTA will pay the Contractor \$39,359,659 to compensate the Contractor for all costs and impacts of every kind, including but not limited to direct costs, indirect costs, delays, inefficiencies, and other time impacts in any way related to or arising from Contractor’s performance of Work for the Central Subway Project, including but not limited to Work described in the CORs, PCCs and CCCs (collectively “Change Orders”) listed in Attachment 1, which includes all remaining and previously unresolved Change Orders issued under Contract 1300

b. In addition to the amount described in paragraph 1a above, as provided in the negotiated settlement of the lawsuit in Tutor Perini Corp. v. CCSF/SFMTA, Santa Clara County Sup. Ct. Case No. 23CV414035, approved by Contractor and the SFMTA Board of Directors (MTAB Resolution No. _____ dated June 6, 2023), the SFMTA will pay the Contractor \$7,700,000 as settlement of all Contractor claims for direct costs, indirect costs, other costs, inefficiencies, delays and other impacts arising from or related to performing Work during the COVID-19 pandemic. (The SFMTA Board separately approved the negotiated settlement of that lawsuit, and the amount of that settlement is accounted here as part of the Contract Amount.)

c. The SFMTA will also pay the Contractor \$717,524, to compensate for the SFMTA’s late payment of invoices from September 2022 through the Effective Date of this Amendment, and

\$2,528,517 for final payment of interest as provided in Contract Modification No. 137, and to resolve finally and fully any claim for interest that Contractor may bring under Contract 1300, General Provisions section 9.14.C, San Francisco Administrative Code section 6.22(j)(7), or California Code of Civil Procedure section 685.010.

d. The SFMTA is credited and the Contract Amount is reduced \$2,144,299 for unused Contract contingency funds listed in Attachment #2 to this Amendment.

e. The SFMTA is credited and the Contract Amount is reduced \$705,407.80 for the SFMTA's payment of retention to Thales Transport & Security, Inc., as discussed in Section 3 of this Amendment.

f. The SFMTA is credited and the Contract Amount is reduced \$200,000, which is compensation to the SFMTA for its costs to replace defective spool insulators and perform related repairs to the Overhead Contact System (OCS), discussed in Section 3 of this Amendment.

g. The SFMTA is credited and the Contract Amount is reduced \$500,000, which is the SFMTA's cost to complete grouting work, discussed in Section 3 of this Amendment.

h. The Total Contract Amount as amended by this Contract Modification 147 is \$1,204,997,857.90. As of the Effective Date of this Amendment, the City has issued payment to Contractor in the amount of \$1,177,342,196.17. The City shall pay Contractor **\$27,655,661.73** as the Final Payment Due, which is the difference between the sum of all Prior Payments and the Total Contract Amount as amended by this Contract Modification 147. The changes to the Contract Amount are summarized in the following table.

Pay Item	Description	Amount
CM147 – 01	Additional Work - listed in Attachment 1	\$ 39,359,659.00
CM147 – 02	Settlement of Late Payment Interest	\$ 717,524.00
CM147 – 03	Interest on Unpaid Remainder of Contract Modification 137 Payment	\$ 2,528,517.00
CM147 – 04	Settlement of Covid Impact Claims Lawsuit	\$ 7,700,000.00
CM147 – 05	Credit for Liquidated Contract Contingency Funds – listed in Attachment 2	\$ (2,144,299.00)
CM147 – 06	Credit for Thales Transport Retention Payment	\$ (705,407.80)
CM147 – 07	Credit for Corrective OCS Work	\$ (200,000.00)
CM147 – 08	Credit for Corrective Grouting at CTS	\$ (500,000.00)
	Net Increase to Contract Amount	\$ 46,755,993.20
Previous Contract Amount		\$ 1,158,241,864.70
Revised Total Contract Amount		\$1,204,997,857.90
Total Prior Payments		\$(1,177,342,196.17)
Final Payment Due		\$ 27,655,661.73

2. Contract Time and Final Completion Date

The Final Completion Date is extended to March 31, 2023. Contract Time is increased 121 Days for an amended total Contract Time of 3,483 Days. Any work that Contractor performed March 31, 2023 is Warranty Work or Incidental Work that included in the Contract, and is not Additional Work for which Contractor may claim additional compensation.

3. Changes to the Work

For the reasons described below and in accordance with the referenced provisions of Contract 1300, the SFMTA deletes the following Work from Contract 1300 and shall be credited the value of that Work, as listed below.

a. Certificate of Occupancy. Contractor represents that it was unable to obtain final Certificates of Occupancy required by the Contract by the date of Final Acceptance. The SFMTA will accept the current Temporary Certificates of Occupancies, and the SFMTA will assume responsibility for obtaining the final Certificates of Occupancy with no change to the Contract Amount. The SFMTA waives the requirement stated in Contract 1300, General Provision section 3.07.j that Contractor provide a final Certificate of Occupancy.

b. Grouting. The SFMTA has determined that grouting at various locations in the Chinatown Station (CTS) is Non-Conforming or otherwise incomplete Work. Contractor disputes that determination. As a compromise to resolve this dispute, the Contract Amount shall be reduced \$500,000 to credit the SFMTA the cost to perform grouting in the CTS, which work the SFMTA will have others perform. The City will not seek and waives further compensation or remedy from Contractor for the grouting work at the CTS that the SFMTA will have others perform. Contractor is responsible for all other grouting Work that it performed at CTS and elsewhere in the Project, which is covered under general and special warranties, as provided in Contract 1300.

c. Overhead Contact System. The SFMTA has determined that spool insulators Contractor installed as part of Overhead Contact System (OCS) are defective and have caused the OCS to fail twice. Contractor has disputed that determination. As a compromise to resolve this dispute, the Contract Amount shall be reduced \$200,000 to credit the SFMTA its costs to replace the defective spool insulators, which the SFMTA will have others perform. The City will not seek and waives further compensation or remedy from Contractor the replacement of the spool insulators. Contractor is responsible for all other OCS Work that it performed, which is covered under general and special warranties, as provided in Contract 1300.

d. Thales Retention. On or about December 20, 2022, the SFMTA paid Thales Transport & Security, Inc. \$705,407.80 to resolve Thales' claim for retained funds held by Contractor, as further described in Contract Modification 93. The Contract Amount is reduced by \$705,407.80 as credit and recompense to the SFMTA for that payment, which fully resolves that payment dispute.

4. Performance Bond

In accordance with Special Provision SP-8, Contractor may reduce the existing performance bond to \$120,490,418, which is ten percent of the final Contract Amount. Said performance bond shall remain in effect until at least June 28, 2026 (which is five years past the agreed Substantial Completion date of June 28, 2021). Said limits of the punitive value and term of the performance bond do not waive or modify Contractor's warranty obligations under

Contract 1300 or Contractor's obligations concerning latent defects in the Work. Contractor's submission of bond certificate showing the reduced limits of the performance bond is not a requirement of Final Completion or Final Acceptance.

5. Final Acceptance

The SFMTA acknowledges that Contractor has met all requirements of Contract 1300 for Final Completion and Final Acceptance of the Work, and is not aware of any claims or causes of action that it may assert against Contractor concerning Contract 1300. In accordance with San Francisco Administrative Code Section 6.22(K), the Director of Transportation will issue Notice of Final Acceptance within one business day of the SFMTA Board of Directors approval of this Contract Modification 147.

6. Final Payment and Release of Retention.

The City shall make final payment described in paragraph 1.h to Contractor on or before June 30, 2023.

In addition to the Final Payment amount described above, as of April 30, 2023, there are \$5,345,408.33 retained funds from progress payments (retention) held in escrow in US Bank, Account Number: 206470000. Upon Final Acceptance, the City will instruct US Bank to release the retained funds (including any additional accrued interest), less amounts the City is required to withhold to satisfy Subcontractor and Supplier stop notices, and other third party legal holds on Contract funds. The City will not release said funds until the SFMTA has received a release from the entity that submitted the hold or stop notice, a court order directing the disposition of those funds or a similar order from a regulatory body. The City will disburse withheld retention funds in accordance with instructions stated in the relevant release, court order or regulatory order.

As of the Effective Date of this Amendment, the City has received notice of the actions listed in the following table, for which it will withhold release of retention in the following amounts:

Action	Entity	Value
Stop Notice	Independent Electrical Supply	\$ 121,363.18
Stop Notice (in litigation)	Advanced Transit Solutions	\$ 190,796.16
Total to be Withheld from Retention		\$ 312,159.34

Upon Final Acceptance, the City will instruct the escrow agent at U.S. Bank to release to Contractor those retention funds that are not required to be withheld to pay stop notices against Contract 1300 funds. Contractor may submit a bond that complies with statutory requirements for release of retained funds as required by Subcontractor and Supplier stop notices.

7. Effective Date

The Effective Date of this Contract Modification 147 is June 6, 2023, conditioned upon the approval of the SFMTA Board of Directors.

8. Guarantees and Warranties

Contractor acknowledges that it is obligated to provide general and special warranties for Work, as provided in Contract 1300.

9. Full and Final Release

- a. The Parties intend that this Amendment fully and finally resolves all Contractor claims for additional compensation and time that Contractor may bring arising from or related to Contract 1300 and Contractor's Work on the Central Subway Project. Contractor does not assert and waives any exceptions, carve-outs, or reservations of rights of any kind to additional compensation or time that would in any way conflict with this Claims Release.
- b. Contractor acknowledges and agrees that the compensation and time extension stated in this Contract Modification 147 is full satisfaction and accord of all compensation and time that the SFMTA may owe Contractor (and any Subcontractor) related to or arising from the matters addressed in this Contract Modification 147 or otherwise arising from or related to Contract 1300 or the Contractor's Work on the Central Subway Project. Said compensation and time extension stated in this Contract Modification constitutes full satisfaction and accord of any and all amounts the SFMTA owes or may owe Contractor, including but not limited to compensation for direct and indirect costs, time extension, delay and related costs and impacts that Contractor has incurred or may incur, labor and materials costs, incidental costs, support costs, acceleration, subcontractor support costs, subcontractors' direct and indirect costs, inefficiencies, interest, escalation, and/or any other costs arising from Contractor's performance of the Work and Additional Work (collectively "Damages") on or before the Effective Date of this Amendment, without exception or limitation.
- c. Contractor hereby releases the City from any and all liability for said Damages and any other claims that Contractor has, may, or could allege as arising out or related to compensation or time concerning Contract 1300 or the Central Subway Project, without limitation. This release covers all claims, potential claims, and other requests for Damages whether based in contract, law or equity that may exist, irrespective of whether said claims, potential claims, and other requests for Damages are known, unknown, certified, submitted, or noticed.
- d. Any Work that Contractor has performed after March 31, 2023 (the agreed date of Final Completion) is warranty Work or Incidental Work, and compensation for that Work is included in the final Contract Amount and Contract Time stated in this Contract Modification 147. Any Work that Contractor performs after March 31, 2023 that is necessary to meet requirements of Contract 1300 for Final Completion and Final Acceptance is Incidental Work, and compensation for that Work is included in the final Contract Amount and Contract Time stated in this Contract Modification 147.
- e. Contractor agrees that it has not performed any Work for which it could claim further compensation or time extension of any kind after March 31, 2023 (the agreed date of Final Completion). Contractor agrees that Work and Deliverables that it has provided to the SFMTA that are stated in Contract 1300 as conditions of Final Acceptance do not constitute Additional Work or other basis of a claim by Contractor of additional compensation of any kind or basis to request additional Contract Time.
- f. Contractor understands and acknowledges that a risk exists that it has incurred or suffered or may incur or suffer other costs or impacts arising from or related to Contract 1300, and the facts and circumstances of those costs and impacts were unknown,

unsuspected, or unanticipated as of the Effective Date of this Agreement. 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 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 PAYMENT WITH THE DEBTOR OR RELEASED PARTY.

This release does not waive any defenses that Contractor may assert in any action concerning Contract 1300. This release shall be effective upon the SFMTA's issuance of Final Acceptance but shall not affect rights created or preserved by this Amendment.

10. Changes to Contract 1300 Are Limited and Express

This Contract Modification 147 amends Contract 1300 only as to those matters addressed in the Amendment and only as expressly stated in this Amendment. All other provisions of Contract 1300 remain in full and force and effect. Any modification of Contract 1300 must be express and in conformance with the General Provisions and Special Provisions of Contract 1300.

11. Included Attachments

The following Attachments are incorporated by reference as if fully set out in the body of this Contract Modification 147:

Attachment 1: – Final Cost Negotiated Items.

Attachment 2: – Liquidated Contract Contingency Funds

The remainder of this page has been intentionally left blank.

Signatures are on the following page.

In witness whereof, this Bilateral Contract Modification 147 has been executed in San Francisco, California as of this day, June 6, 2023.

TUTOR PERINI CORPORATION

CITY AND COUNTY OF SAN FRANCISCO

Approved

Recommended

By:

By:

Jack Frost
Executive Vice President
Special Projects
Tutor Perini Corporation

Nadeem S. Tahir, P.E.
Deputy Director 1
Program Director, Central Subway Project
San Francisco Municipal Transportation
Agency

Approved

By:

Jeffrey Tumlin
Director of Transportation
San Francisco Municipal Transportation
Agency

Authorized By:

Municipal Transportation Agency Board of
Directors

Resolution No: _____

Adopted: _____

Attest: _____
Secretary, Board of Directors

APPROVED AS TO FORM:

David Chiu
City Attorney

By:

Robert K. Stone
Deputy City Attorney
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ATTACHMENT 1 – Final Cost Negotiated Items

Sr. No.	Change #	Description	STN	Amount
1	COR 00099	Reinforcing of Beams 18, 19, 80, 81 & 82	UMS	\$16,000
2	COR 00365	USG Elevator #1 Hoistway Beam Frames	UMS	\$8,000
3	COR 00415	Glass Roof Structural Steel for Elevators	UMS	\$22,113
4	COR 00487	Re-inspection of 4th/King Switch 9BT Embedded Box (CNCR No. 154)	STS	\$98,281
5	COR 00762	Beam Framing at Stairs 3 and 4	UMS	\$13,069
6	COR 00856	Anchor Rods with Coupler Modification	UMS	\$1,487
7	COR 01167	South Headwalls Repair Due to CNCR 298	UMS	\$25,500
8	COR 01259	Market Crosswalk Conflict with PGE Vault 5464	UMS	\$1,132
9	COR 01332	North Headwall Ties at Strut Beam	UMS	\$12,500
10	COR 01376	Existing Unknown Utilities in Conflict with the Installation of New PG&E Conduits at Ellis and Stockton Street	UMS	\$1,750
11	COR 01745	Sprinkler Heads at Ceiling Glass	UMS	\$3,450
12	COR 01770	Deck Support at Wale 9 Kink	UMS	\$3,250
13	COR 01831	Added Ground Grid Connections for Concourse Level Electrical and Communication Rooms	UMS	\$36,000
14	COR 02024	Generator Tap Box Alternate Conduit Routing at Stair 6 due to Life Safety Code Requirement	CTS	\$191,746
15	COR 02073	DSC - Existing Installed Base Plate and Conduit Stubup in Conflict with Interception of Existing MRY Feeders at Trolley Pole 771	STS	\$31,134
16	COR 02208	Confirm Product Specification for Exposed / Non-Embedded Emergency Ventilation (EV) Conduits for 1 hour Fire Rating Requirements	GEN	\$950,000
17	COR 02216	Concourse Level Sector 4 Revised Design Details for Glass Wall Panel adjacent to Elevator 4 Entrance	CTS	\$5,871
18	COR 02330	Move Concrete Wall - requiring a new support angle	CTS	\$10,683
19	COR 02424	Confirm Revised Installation Detail with SS Box and GRS Conduits at Switch Machine 1A and 3B Concrete Pad based on As-built Conditions	STS	\$103,685
20	COR 02427	Panel and Circuit Designation for UPS Battery Monitoring Units	UMS	\$13,242
21	COR 02445	Confirm Power Connection for Traction Power Panelboard LP1 in Gap Breaker Room	UMS	\$40,000
22	COR 02475	Access Control Requirements at Door CN34B	UMS	\$5,500

Sr. No.	Change #	Description	STN	Amount
23	COR 02488	Delay to Demolition of the Existing Sidewalk at North Access Hatch and Additional Mobilization and Demobilization for AC Paving	CTS	\$26,000
24	COR 02504	Terrazzo in Machine Room on Concourse	CTS	\$15,000
25	COR 02525	Overhead Electrical Lighting & Receptacle Design Details for Elevator 1 - 4 Hoistways	CTS	\$19,692
26	COR 02561	Sprinkler Pipe Mounting Details below Stairs and Escalators	CTS	\$52,927
27	COR 02615	Relocation of HSS CMU Wall Reinforcement	CTS	\$50,955
28	COR 02618	Surface Level Finish Around Boxes	CTS	\$4,914
29	COR 02659	Surface Level Sector 4 Location of Fire Alarm Horn Strobe near GL 8/B	CTS	\$5,653
30	COR 02717	Replace Sidewalk at 601 4th Street	STS	\$24,258
31	COR 02758	Changes to Concourse Level REDL Acrylic LED Mounting Details	UMS	\$171,459
32	COR 02767	UCMOD#141 Deletion of Elevator at Existing Powell Street Station	UMS	\$526,883
33	COR 02776	Project Insurance Reimbursement Through 6/30/2022	GEN	\$4,850,000
34	COR 02788	Geometry Adjustment of Tunnel Trackwork	STS	\$202,950
35	COR 02797	Repair of Damaged OCS at 4th & Townsend Intersection	STS	\$20,091
36	COR 02799	Relocate Deluge Pipes Out of Area of Refuge	UMS	\$40,166
37	COR 02817	OCS Installation at 4th and King	STS	\$19,646
38	COR 02820	Added Costs for Extending Office Suite 202 for Additional 3 Months (April 21, 2022 thru July 20,2022	GEN	\$68,839
39	COR 02821	Escalator Cleaning Required due to Exposure to Bird Droppings	GEN	\$10,339
40	COR 02822	Repair of Damaged ACCU-1 Equipment due to Defective Electrical Power Design	UMS	\$162,673
41	COR 02829	Additional Traffic Control Support (Temporary Stripping) for PCC#1151R1 Work	STS	\$10,249
42	COR 02830	Additional TCP Costs for OCS Installation at 4th & King (Weekend of 4/2/2022	STS	\$11,410
43	COR 02832	STS - Replace Broken Windscreen at Brannan Station	STS	\$4,000
44	COR 02833	Stair #2 Add SS Bent Plate	YBM	\$22,114
45	COR 02840	Scan for Rebar at Platform Strut Level at Wale Encasement	UMS	\$2,500
46	COR 02846	Additional Duration Required for ATSI Field Engineer for the Completion of Bluxome Interlocking and VTSC Case Field Testing	STS	\$41,620
47	COR 02847	STS-Train Track Computer Systems for System Integration & Test Manager Extension from June 18, 2022 to July 31, 2022	STS	\$85,843
48	COR 02855	Additional Traffic Signal Changes Requested by MUNI Signal Shop at 4th & Bryant St	STS	\$22,252

Sr. No.	Change #	Description	STN	Amount
49	COR 02858	Train Track Computer Systems for System Integration &. Test Manager Extension from August 1, 2022 to September 30, 2022	STS	\$106,367
50	COR 02861	EISB and Abbett Electric Settlement Agreement for Payment Delay	GEN	\$250,000
51	COR 02862	Grind Down Terrazzo per SFMTA/MOD Code Issues	CUY	\$590,780
52	COR 02864	Fisk Electric Project Extended Overhead / Delay Costs (06/19/2022 - 11/30/2022)	GEN	\$1,585,000
53	COR 02865	DSC - Existing Unknown Fiber Optic Cable in Conflict with Demolition of Traffic Signal Controller and Foundation on Geary and Stockton Street	UMS	\$7,114
54	COR 02867	Track Computer Systems For System Integration & Test Manager Extension from October 1, 2022 to December 31, 2022	STS	\$158,280
55	COR 02870	Added Costs for Office Suites 302 & 400 (January 1, 2023 - March 31, 2023)	GEN	\$286,929
56	COR 02871	Short Circuit and Train Start Testing Acceleration (11/3/22 thru 11/7/22)	STS	\$289,936
57	COR 02872	Elevator & Escalator Cleaning	UYM	\$55,286
58	COR 02873	Soft Launch and Opening Labor Standby	GEN	\$28,937
59	COR 02874	Train Track Computer Systems for System Integration & Test Manager Extension from January 1, 2023 to January 31, 2023	STS	\$80,506
60	COR 02876	Added Costs for Office Suites 302 & 400 (April 1,2023 - June 30, 2023)	GEN	\$54,976
61	COR 02877	Install FBO Train Destination Sign at Brannan S	STS	\$7,177
62	COR 02878	Chip Out Slurry Wall for Installation Traffic Signal Controller and Streetlight Foundation at Northwest Corner of Washington and Stockton Street	CTS	\$1,757
63	COR 02879	Locate & Excavate for Installation of Streetlight Box at Trolley Pole 331 at Southside of Townsend Street	STS	\$23,996
64	COR 02880	Troubleshoot and Repair Cavern Lights and Tunnel Lights	STS	\$35,750
65	COR 02881	Excavate for Conduit Run for Streetlight at 340 Townsend	STS	\$8,639
66	COR 02882	Water Control	YBM	\$3,668
67	COR 02883	Powell St Station Elevator Material Storage Fees (11/10/2021 - 2/10/2023)	UMS	\$60,939
68	COR 02884	Paint Elevator Cab Floor	GEN	\$9,938
69	COR 02885	Add Handrail	CTS	\$10,874
70	COR 02886	Schindler Standby for Station Opening	GEN	\$32,600
71	COR 02889	Abbett Electric Co. Contract Extension and Delay	GEN	\$508,200
72	COR 02890	Abbett Electric Co. Gexpro Settlement Agreement	GEN	\$249,566
73	COR 02893	Rework CMU Wall at Added Drain (Reference PCC#781	CTS	\$17,364

Sr. No.	Change #	Description	STN	Amount
74	COR 02904	Purchase of Used Office Furniture	GEN	\$5,000
75	COR 02905	Con-Quest Contractors Miscellaneous Trackwork at 4th & King Street	STS	\$3,260
76	PCC 00225	Reframe Metal Stud Wall for Battery Backup System and Design Details for Countertop with Bin Holds	UMS	\$7,912
77	PCC 00237	Bulbouts at 4th/Harrison and 4th/Bryant	STS	\$83,678
78	PCC 00287	CTS and YBM Elevator Cab Handrail Changes	CTS	\$3,955
79	PCC 00315	Base Slab Waterproofing	CTS	\$78,087
80	PCC 00416	Add (2) 4" Fiber Optic Conduits Between Platform and Tunnel	CTS	\$12,227
81	PCC 00504	Additional Traffic Control for 4th/Bryant Track Work	STS	\$43,060
82	PCC 00511	Concourse Utility Chase	UMS	\$133,604
83	PCC 00543	Bluxome Train Control Cabinet	STS	\$253,002
84	PCC 00548	Spot Acceleration	CTS	\$1,617,443
85	PCC 00555	Spot Acceleration	CTS	\$16,950
86	PCC 00620	Paint the Fire Rated Soffit in Cavern Elevators 1 & 2 Shaft Ceiling	CTS	\$26,400
87	PCC 00632	Concourse Level Sector 6 Revised Lighting Control Fixtures & Exit Signs	UMS	\$35,000
88	PCC 00639	Acceleration on Force Account	STS	\$93,925
89	PCC 00641	Fire Rated Enclosure for PGE Feeder	CTS	\$15,000
90	PCC 00690	Waterplug Walls in Main Electrical Room	CTS	\$492,284
91	PCC 00702	Filling Gaps between Escalator Landing and Concrete Slab	CTS	\$13,491
92	PCC 00802	Deletion of SP-32 Scope of Work - BART Faregates	UMS	\$(14,999)
93	PCC 00803	Measures for COVID Protocol Monitoring	STS	\$160,643
94	PCC 00809	GFRC Panel Conflict with HSS at Elevators 3 & 4	CTS	\$130,592
95	PCC 00819	Additional Changes at 4th-King	STS	\$90,000
96	PCC 00824	Station Signage Revisions and Updates	YBM	\$507,691
97	PCC 00842	Relocate Supply Fan SF-004, SF-006, SF-007 and Construct Metal Parapet at Utility House, Concourse level	UMS	\$101,572
98	PCC 00880	Revise of Canopy Parapet Material Type from Cementitious Panel to Gypsum Sheathing	CTS	\$53,516
99	PCC 00889	Replace Transformer T10	YBM	\$99,222

Sr. No.	Change #	Description	STN	Amount
100	PCC 00932	Electrical Power Feed for Cane Detection Rails	CTS	\$12,209
101	PCC 00935	Added Strobe Light and Horn at Surface and Revised Layout	YBM	\$48,644
102	PCC 00937	Switchgear Anchor Install in Traction Power Room	CTS	\$41,500
103	PCC 00941	Install Access Gates at EV Fan Dampers Guardrail	UMS	\$77,232
104	PCC 00942	Revise Location of Direction Tiles	STS	\$87,484
105	PCC 00951	Mitigate Water Issues at UMS Platform	UMS	\$199,027
106	PCC 00953	CTS Fence Fabric	CTS	\$2,660
107	PCC 00957	ATCS Remote Loop Box (RLB) Support Modification	STS	\$31,383
108	PCC 00958	Asbestos Testing and Abatement at Power Control Center	STS	\$7,852
109	PCC 00960	Cement Board for GFRC Terrazzo Base	CTS	\$10,963
110	PCC 00963	CTS, UMS, YBM Lift Net Cabling Machine Room to Communication Room	GEN	\$99,598
111	PCC 00975	Remove and Reinstall GFRC Panels	CTS	\$24,000
112	PCC 00979	Additional Light Fixtures & Receptacles at Elevator 1, 2 & 3 Hoistway	UMS	\$(89,368)
113	PCC 01005	OCS Modifications at Station Seismic Joints	STS	\$159,315
114	PCC 01015	Removal of Track Side Guard and Handrail at End of Platform (EOP) Stairs	CTS	\$22,321
115	PCC 01022	Tunnel Cross Passage Leak Mitigation	STS	\$108,413
116	PCC 01023	4th & Brannan Traffic Barrier Removal	STS	\$65,633
117	PCC 01059	Short Circuit Testing Revisions	STS	\$(11,967)
118	PCC 01066	Pothole and Investigate the Proposed Location for UMS Light Pole 24-20	UMS	\$268,990
119	PCC 01080	Add Drainage to Plaza Level Water Heater WH-2	CTS	\$71,370
120	PCC 01082	Mitigate Water Intrusion into Vent Shaft at GL 7	CTS	\$158,487
121	PCC 01083	Replace Sign S12 with GFRC panel at Upper Mezzanine	CTS	\$22,988
122	PCC 01088	Crosscut Cavern Utility Trough Ceiling Details	CTS	\$161,222
123	PCC 01103	Install Stainless Steel Panels at TVM Openings	UMS	\$129,249
124	PCC 01108	Remove Mural Painting Plywood Wall Art at Plaza Level and Replace With Same Grade Plywood	UMS	\$11,000
125	PCC 01110	Deletion of Inclometers 10, 14, 18	UMS	\$(34,417)

Sr. No.	Change #	Description	STN	Amount
126	PCC 01112	YBM Paver Revisions to Accommodate PCC 1063R1	YBM	\$15,794
127	PCC 01119	Replacement of BOSCH security panel 8512G with D7412GV3	STS	\$19,182
128	PCC 01122	Graffiti Removal	YBM	\$9,220
129	PCC 01125	Escalator Area Hatch Resolution	YBM	\$5,254
130	PCC 01126	OCS Catenary Hanger Replacement	STS	\$282,146
131	PCC 01128	TPSS - Frame Insulation	YBM	\$2,177,327
132	PCC 01130	Relocation of Elevator #1 Light Switch and Light Fixture	CTS	\$36,844
133	PCC 01131	Revise Mounting Details Map Cases	UMS	\$5,963
134	PCC 01132	Revise FSD Layout in Escalator 4, 5, and 6 Machine Room	UMS	\$33,500
135	PCC 01135	Design Detail to Close Gap Opening in Elevator 3 & 4 at Surface Level & Plaza Level	CTS	\$21,883
136	PCC 01136	Install Additional lights at Elevator 1 and 2 Concourse Entrance	UMS	\$41,500
137	PCC 01137	Install Two-Way Communication Phone in FCC for Elevator 3 and 4	GEN	\$17,566
138	PCC 01138	Platform Telephones CT-P02, CTP03, ET2-P09, ET2-P10 Mounting Detail	CTS	\$60,961
139	PCC 01139	Cut Down Top Rixson Part and Install Rixson 419 Type Pivot for EOP Gates	UMS	\$68,365
140	PCC 01140	Permanent Lighting in Escalator Pits and GFCI Outlets in Remote Control Rooms	CTS	\$167,056
141	PCC 01141	Elevator #3 Smoke Door Height Revision	CTS	\$110,000
142	PCC 01142	Modification of VTS and Bluxome Cases for Operational Improvement	STS	\$24,432
143	PCC 01143	4th and Brannan Station Handrail Light LED Driver Enclosures	STS	\$30,934
144	PCC 01144	Crystallized Glass Capping Detail at Escalators 2, 3, 4, 5 and 6 Wellways	UMS	\$107,500
145	PCC 01145	Traffic Signal Conduit Cleaning	STS	\$60,848
146	PCC 01146	Relocation of Data Outlet D-C20 in CN 13 Room	CTS	\$7,897
147	PCC 01148	4th Street Portal Gate	STS	\$164,281
148	PCC 01149	Install S.S Trim at the Gap between Escalator#4 Cladding and GFRC Panels	CTS	\$20,791
149	PCC 01150	Install 2" Conduit for Grounding Cable in Traction Power Room	CTS	\$38,690
150	PCC 01151	4th/Brannan Station Electrical Service	STS	\$246,161
151	PCC 01152	Remove and Reinstall GFRC Panels and Framing by the UPMZ South East Corner	CTS	\$110,310

Sr. No.	Change #	Description	STN	Amount
152	PCC 01153	Revised GFRC Framing Detail at Surface Level Rollup Door Header & Soffit	CTS	\$60,047
153	PCC 01154	Replacing Fence Fabric Along Washington and Stockton Street	CTS	\$3,330
154	PCC 01155	Grounding Cable Repairs	YBM	\$45,811
155	PCC 01156	Connection from FACP to PSC in PL104	YBM	\$102,279
156	PCC 01157	Procurement of CAT6 Cable	GEN	\$2,410
157	PCC 01158	Additional Coil Grille Disconnect, Escalator Truss Grounding Testing	YBM	\$109,091
158	PCC 01159	System Integration & Testing Support	STS	\$209,043
159	PCC 01161	Revisions to Faceplates and Light Jewel Indicator	UMS	\$40,000
160	PCC 01162	Additional UPS Maintenance	YBM	\$4,054
161	PCC 01163	4th/Townsend Additional Traffic Signal Revisions	STS	\$93,411
162	PCC 01164	Surface Signaling – Furnish Additional ATCS Entry Signs	STS	\$21,538
163	PCC 01165	Additional Radio System Testing	STS	\$32,328
164	PCC 01166	Bluxome Switch Machine Maintenance	STS	\$5,166
165	PCC 01167	Revised Trackway Low Profile Speed Bumps	STS	\$196,313
166	PCC 01168	Install Pressure Reducing Valve in CN24	CTS	\$27,374
167	PCC 01169	All Stations EV MCC Motor Protection Relay Settings	GEN	\$21,389
168	PCC 01170	BAS Network Connection	GEN	\$351,618
169	PCC 01171	Install Additional CCTV Cameras at UMS Station	UMS	\$13,819
170	PCC 01172	Revise Locking Mechanisms for IS13B, IS12A and IS09A Doors	UMS	\$7,260
171	PCC 01173	Revised Routing for Drainage Piping Serving Valve Room SU07	CTS	\$35,669
172	PCC 01174	Commence Leak Remediation Grouting at Cross Over Cavern	CTS	\$483,251
173	PCC 01175	Revised Signage at Stair 1 and Escalator 1 & 2	CTS	\$88,280
174	PCC 01176	Revise Power Design Details for ACCU-1 and ACCU-2	UMS	\$155,142
175	PCC 01177	Traffic Signal Video Detection System Deletion	STS	\$(5,203)
176	PCC 01178	Power and Controls for FSD 46	CTS	\$57,517
177	PCC 01179	Surface Signaling – VTS Modifications DPTIC Inputs	STS	\$23,860
178	PCC 01181	Delete 2 Trees on Washington Street	CTS	\$(1,821)

Sr. No.	Change #	Description	STN	Amount
179	PCC 01182	Surface Signaling – VTS Modifications 4th and Berry, DPTIC Inputs	STS	\$212,710
180	PCC 01185	Additional Drain from UMS Platform Strut to UMS Platform Level	UMS	\$80,000
181	PCC 01188	YBM CTS UMS Elevator Key Access	GEN	\$62,973
182	PCC 01189	Elevators 3 & 4 Ledge Detail	CTS	\$40,650
183	PCC 01190	Removal of EOP Gate PL006B	YBM	\$3,767
184	PCC 01192	Raise OCS at 4th-King St. and East of 4th-King	STS	\$69,091
185	PCC 01193	4th/King Traffic Signal Work Deletion	STS	\$(5,203)
186	PCC 01194	Revise Wall Mounted Phone to Pedestal Mounted Phone	UMS	\$52,685
187	PCC 01195	Additional Fire Hose Cabinet	YBM	\$24,117
188	PCC 01196	Escalator Spot Acceleration Installation of Floor Plates for DOT on 4/2/2022	UMS	\$23,000
189	PCC 01197	Revise location of Power Supply UMMSM1	UMS	\$52,082
190	PCC 01199	Traction Power Battery Maintenance	GEN	\$30,274
191	PCC 01200	Ticket Vending Machines Trim	YBM	\$141,603
192	PCC 01201	D-line Regroutable Hose Injection	CTS	\$22,350
193	PCC 01202	Drainage Modifications at Tunnel Seismic Joints at UMS and YBM	STS	\$85,814
194	PCC 01203	Spot Acceleration on Force Account	STS	\$252,346
195	PCC 01204	Additional Photoluminescent Exit Sign	GEN	\$10,054
196	PCC 01205	Additional Smoke Detectors	YBM	\$94,180
197	PCC 01206	Under Platform Sump Pit Relining	CTS	\$53,745
198	PCC 01207	Jet Fan Air Performance Re-Testing	STS	\$43,543
199	PCC 01208	Elevator Escalator Code Issues	CTS	\$1,182,586
200	PCC 01209	Stair 1, Esc 1 & 2 Glass Fin Support Edges	CTS	\$305,224
201	PCC 01210	Pre Action Shutdown	GEN	\$340,004
202	PCC 01212	Rest Room Fan Head Clearance	CTS	\$36,174
203	PCC 01213	Water Mitigation at Concourse Sector 1 and TP Room	YBM	\$149,305
204	PCC 01215	OCS Guy Wire Revisions	STS	\$70,124
205	PCC 01217	Relocate MEP items for Elevator Smoke Doors	CTS	\$75,555

Sr. No.	Change #	Description	STN	Amount
206	PCC 01218	Elevators & Escalator Code Compliance	CTS	\$897,872
207	PCC 01220	Capture Variance in Cost in Compensations included in CMOD 138 Compensation and in FAR 17148	CTS	\$17,517
208	PCC 01221	Smoke Detector Platform Level	CTS	\$67,197
209	PCC 01222	Delete Lift-Net Monitoring Terminals in SAB	GEN	\$7,915
210	PCC 01223	Water Leak Mitigation at Multiple Locations	UMS	\$467,010
211	PCC 01224	Additional UPS Maintenance at UMS and CTS Stations	CUS	\$31,311
212	PCC 01225	Surface Signaling – 4th & King Power/Misc Wiring Changes	STS	\$31,934
213	PCC 01226	Deletion of COR 1271 4th/Townsend Parking Strip Replacement	STS	\$(16,838)
214	PCC 01227	Stair # 6 drain addition at Exit	CTS	\$69,469
215	PCC 01228	Faregate Area Water Redirection	YBM	\$81,088
216	PCC 01229	Relocation of Courtesy Phone CT-S1	YBM	\$77,442
217	PCC 01231	Reprogramming of FA System	YBM	\$100,625
218	PCC 01234	Surface Signaling – VTS Termination 4th and King for DPTIC Inputs	STS	\$5,855
219	PCC 01235	Various Plaza Upgrades	UMS	\$523,828
220	PCC 01237	Additional Electrical Work	YBM	\$150,207
221	PCC 01240	Changes to Kitchen Cabinets and Countertop in Break Room CN16	CTS	\$23,213
222	PCC 01241	Additional Work Related to OCS Span Conflicts at 4th/Brannan	STS	\$7,603
223	PCC 01242	Knox Box	GEN	\$7,227
224	PCC 01243	Grind Down Concrete Sewer Structure at 4th/Brannan	STS	\$12,043
225	PCC 01244	Add 2-hr Fire Rated wall at Stair #6 Upper Mezzanine Level	CTS	\$47,502
226	PCC 01245	Surface Signaling – Repair Cables to Mid-Platform Signals Caltrain	STS	\$168,208
227	PCC 01248	Emergency Exit Hatch Markings	GEN	\$44,956
228	PCC 01249	Repair of Lighting Conduit in Faregate Area	YBM	\$126,044
229	PCC 01252	Traffic Signal Pole #5	CTS	\$6,743
230	PCC 01255	Credit for Unperformed PCC 758 Work	UMS	\$(52,985)
231	PCC 01257	CMU Wall Strengthening Details	CTS	\$20,690
232	PCC 01258	SCADA Room Nomenclature Change	STS	\$48,775

Sr. No.	Change #	Description	STN	Amount
233	PCC 01259	Traction Power Repair and Cleaning	YBM	\$1,500,352
234	PCC 01262	Grounding Cable Area Water Mitigation	YBM	\$215,211
235	PCC 01263	Metal Wall Panel Edge Sealing	YBM	\$55,234
236	PCC 01264	Traction Power Testing at CTS, UMS Gap Breaker and Sectionalizing Breaker	STS	\$29,065
237	PCC 01266	4th/Bluxome Signals 54 & 56 Signal Head Relocation	STS	\$21,073
238	PCC 01267	Traffic Signal Controller Foundation at Stockton & Washington	CTS	\$17,127
239	PCC 01268	Compensable Time Extension	GEN	\$1,430,000
240	PCC 01271	Elevators & Escalator Code Compliance	CTS	\$142,689
241	PCC 01272	Do Not Enter Sign at Washington and Powell Intersection	CTS	\$568
242	PCC 01273	Repair of Vandalized Doors	YBM	\$68,766
243	PCC 01274	Replacement of UPS Batteries	CUY	\$560,618
244	PCC 01275	Signages for SFFD	GEN	\$872
245	PCC 01276	HVAC Modifications for Escalators 3 & 4 Control Room	CTS	\$451,967
246	PCC 01277	Installation Details of Pole #4	CTS	\$69,341
247	PCC 01278	Additional MOD Corrections	UYM	\$97,454
248	PCC 01279	Stair 7 Guardrail at Upper Mezzanine	CTS	\$167,874
249	PCC 01280	Cane Guards	CUY	\$162,753
250	PCC 01281	Bathroom Garbage Receptacle Replacement	YBM	\$33,193
251	PCC 01283	Break Room ADA Compliance Measures	CYM	\$11,466
252	PCC 01284	Extend Platform Haunch Drain Outlets	UMS	\$97,074
253	PCC 01287	Remove UMS-BART Interface Plywood	UMS	\$13,223
254	PCC 01289	Reconstruct Stair #1 Landing	UMS	\$302,029
255	PCC 01291	ATCS Spare Components	STS	\$26,424
256	PCC 01292	Work Deletion at King Substation	STS	\$(3,107)
257	PCC 01294	Moisture Vapor Treatment	CTS	\$34,569
258	PCC 01295	Station Wide MOD Changes	GEN	\$27,796
259	PCC 01296	Rose Pak Plaque Mounting & Location Details	CTS	\$4,266

Sr. No.	Change #	Description	STN	Amount
260	PCC 01297	Revise Deal Tray Elevation and Fix Elevation at Door Threshold – Station Agent Booth	UMS	\$68,941
261	PCC 01298	Escalators 3 through 6 Strip Lighting	CTS	\$345,699
262	PCC 01301	ADA Deal Tray ADA Correction	YBM	\$73,631
263	PCC 01303	Add Lighting for Elevator 3 & 4 Control Room Floor	CTS	\$30,116
264	PCC 01304	EV Fan TD Limit Switch Repair	CTS	\$4,809
265	PCC 01305	Coil Grill Post Edge Cover	YBM	\$40,144
266	PCC 01306	SU 300 Door Correction	YBM	\$9,477
267	PCC 01307	Powell Station Mezzanine Signage	UMS	\$45,621
268	PCC 01308	Add Pit Lighting for Elevators1 & 2	CTS	\$88,790
269	PCC 01309	Escalators 1 & 2 Strip Lighting	CTS	\$223,308
270	PCC 01310	Work for D.P.W. Signoff	UYM	\$37,111
271	PCC 01312	Cavern Grout Injection at CJ 12 and CJ 13	CTS	\$4,353
272	PCC 01313	Miscellaneous MOD Corrections	CUY	\$20,281
273	PCC 01314	Onsite Slope Measurement for MOD	CTS	\$88,544
274	PCC 01315	Relocation of Utility Boxes at NW Corner of Washington & Stockton	CTS	\$222,062
275	PCC 01317	Traction Power Room Trench Drain Covers	CTS	\$85,648
276	PCC 01318	Install Pedestal for ET2-C08 Phone	UMS	\$54,256
277	PCC 01320	Add & Relocate CCTV	CTS	\$264,081
278	PCC 01322	Add Protective Collar Retrofit for Ground Wire	UMS	\$49,319
279	PCC 01323	Trim on Opening at Deleted SFFDC10 Old Location	YBM	\$5,753
280	PCC 01324	Stair 6 Sprinkler Revision	YBM	\$14,919
281	PCC 01325	Reinstallation of Directional Tiles	CUY	\$234,038
282	PCC 01327	Elevators 3 & 4 Code Compliance	CTS	\$147,723
283	PCC 01329	Revise Knox Box Elevation	CUY	\$7,337
284	PCC 01330	Additional Camera on Surface	YBM	\$74,555
285	PCC 01332	Egress Signage Changes	CUY	\$25,796
286	PCC 01334	Relocate Blue light ET2-S02	CTS	\$62,259

Sr. No.	Change #	Description	STN	Amount
287	PCC 01335	Bush TVM Floor	UMS	\$3,500
288	PCC 01336	Install GFRC at Surface Level	CTS	\$10,840
289	PCC 01337	Pavement Restoration at Stockton Street	CTS	\$127,033
290	PCC 01338	Access Gate along Washington Street	CTS	\$19,631
291	PCC 01339	Restore Vandalized Access Control Unit for Door CN05B	UMS	\$41,243
292	PCC 01342	Revise Location of Directional Tiles	UMS	\$54,330
293	PCC 01343	4th Street Portal Gate Removal	STS	\$4,732
294	PCC 01344	Additional Lighting Inside Valve Room at Surface Level	CTS	\$25,422
295	PCC 01348	Grounding Raiser Protection	CTS	\$40,704
296	PCC 01350	Install Fire Rated Boot for CN37A and CN38A Door	UMS	\$3,931
297	PCC 01355	Chinatown Rose Pac Signage Relocation	CTS	\$51,608
298	PCC 01357	Grounding Cable Conduit Protection	YBM	\$23,233
299	PCC 01358	Waterproof Paint to Seal Concrete	CTS	\$7,440
300	PCC 01361	4th/Bluxome MRY Manhole 1895 Conduit Installation	STS	\$25,191
301	PCC 01365	Clean Platform Haunch Drains	UMS	\$7,400
302	PCC 01367	Traction Power Grounding Cable	YBM	\$36,112
303	PCC 01372	Re-Route the Conduit in Auxiliary Electrical Room at Platform Level	UMS	\$73,157
304	PCC 01373	Install Tactile Plate and Handrail at Stair 1 Landing	UMS	\$29,653
305	PCC 01374	Seal Water Intrusion	CTS	\$21,340
306	PCC 01375	Repair North Main Entrance Roll up Door	CTS	\$6,500
307	PCC 01376	Elevator 3 & 4 Access Control and Function	CTS	\$12,172
308	PCC 01378	Stair 4 Cavern Grouting	CTS	\$35,110
309	PCC 01379	Replace Vandalized Crystallized Glass Panel	UMS	\$21,630
310	PCC 01380	OCS Wood Trough Deletion	STS	\$(17,014)
		Total for all Change Orders		\$39,359,659
	CCC 012A	Settlement of COVID-19 Claim		\$7,700,000
		Interest Provided in CMod 137	GEN	\$2,528,517

Sr. No.	Change #	Description	STN	Amount
		Settlement of Late Payment Interest		\$717,524

ATTACHMENT 2 – Liquidated Contract Contingency Funds

Sr. No.	Change No	Description	STN	Amount
1	COR 02887	Credit for Unused NTE budget for CMOD#143 - SFMTA Third Party Contractor Testing Support	STS	\$(1,151,170)
2	COR 02894	Credit for Unused NTE Budget for CMOD#004 - Various Utility FACO	CTS	\$(7,744)
3	COR 02897	Credit for Unused NTE Budget for CMOD#006 - Plaza Constr Support Services	CTS	\$(20,512)
4	COR 02898	Credit for Unused NTE Budget for CMOD#012 - Traffic Control	STS	\$(339,743)
5	COR 02899	Credit for Unused NTE Budget for CMOD#024 - PCC-23 - Traffic Control	STS	\$(10,095)
6	COR 02900	Credit for Unused NTE Budget for CMOD#090 - DRB Reimbursement	CTS	\$(358,215)
7	COR 02901	Credit for Unused NTE Budget for CMOD#107 - PCC-446 COR 1425	YBM	\$(5,909)
8	COR 02902	Credit for Unused NTE Budget for CMOD#139 - Systems Testing Support	STS	\$(1,365)
9	COR 02903	Credit for Unused NTE Budget for AL-13 Unforeseen or Differing Conditions Allowance	UMS	\$(249,546)
				\$(2,144,299)