

File No. 106453

Committee Item No. 6  
Board Item No. 6

### COMMITTEE/BOARD OF SUPERVISORS AGENDA PACKET CONTENTS LIST

Committee BUDGET AND FINANCE

Date 1/12/11

Board of Supervisors Meeting

Date 1/25/11

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
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| <input type="checkbox"/>            | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
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Completed by: Gail Johnson

Date 1/7/11

Completed by: V. Young

Date 1-14-11

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

FILE NO. 101453

RESOLUTION NO.

1 [Professional Services Agreement - Howard, Needles, Tammen & Bergendoff - \$11,704,955]

2  
3 **Resolution approving the Professional Services Agreement, Airport Contract 9015.1**  
4 **Master Architect for Replacement Air Traffic Control Tower/Terminal 1 Complex**  
5 **Redevelopment Program between Howard, Needles, Tammen & Bergendoff, and the**  
6 **City and County of San Francisco, acting by and through its Airport Commission, in the**  
7 **lump sum amount of \$11,704,955, and a contingency budget of \$1,626,412 for Airport**  
8 **and FAA requested changes, pursuant to San Francisco Charter Section 9.118(b).**

9  
10 WHEREAS, The Airport Commission authorized the issuance of a Request for  
11 Proposals (RFP) for Professional Services for the Master Architect for Replacement Air Traffic  
12 Control Tower/Terminal 1 Complex Redevelopment Program project; and

13 WHEREAS, The Airport received eight qualifying proposals in response to the RFP;  
14 and,

15 WHEREAS, Airport staff performed standardized reference checks of former clients for  
16 firms and key personnel submitted by the respondents, which required that the references  
17 provide a numerical score; and,

18 WHEREAS, A five-member selection panel evaluated the written proposals of each  
19 firm, and scored the firms in accordance with the criteria contained in the RFP; and,

20 WHEREAS, The RFP stipulated that following the evaluation of the written proposals  
21 and reference checks, up to five respondents receiving the highest combined scores would be  
22 invited to an oral interview; and,

23 WHEREAS, The Selection Panel interviewed the five remaining respondents including  
24 key personnel from each firm, appraised their qualifications, and scored the firms, with

1 Howard, Needles, Tammen & Bergendoff (HNTB) receiving the highest combined score for  
2 the proposal, reference checks and interview and,

3 WHEREAS, Staff negotiated the business terms of the Professional Services  
4 Agreement (PSA) with HNTB, including scope, staffing, billing rates and fee, for the lump sum  
5 amount of \$11,704,955; and,

6 WHEREAS, Staff established a contingency budget of \$1,626,412 for Airport and FAA  
7 requested changes; and,

8 WHEREAS, On November 20, 2007, by Airport Commission Resolution no. 07-0259,  
9 the Commission adopted appropriate findings under the California Environmental Quality Act  
10 (CEQA) that it has reviewed and considered the information in the 1992 San Francisco  
11 International Airport Master Plan Program Environmental Impact Report (EIR) and the Master  
12 Plan Program EIR Addendum for the Courtyard 2 Projects, dated July 30, 2010, which  
13 concluded that no additional environmental review is required for the Project and,

14 WHEREAS, On November 23, 2010, pursuant to Resolution no. 10-0328, the Airport  
15 Commission awarded the PSA to HNTB in the lump sum amount of \$11,704,955, and  
16 approved a contingency budget of \$1,626,412 for Airport and FAA requested changes; and,

17 WHEREAS, The Airport anticipates the contract duration to be for up to ten (10) years  
18 to provide for future review of designs in support of the Terminal 1 Complex Redevelopment  
19 Program; and,

20 WHEREAS, San Francisco Charter Section 9.118(b) provides that the agreements  
21 entered into by a department, Board or Commission requiring anticipated expenditures by the  
22 City and County of ten million dollars, shall be subject to approval by the Board of Supervisors  
23 by resolution; and,

24 WHEREAS, The Board of Supervisors, by Resolution No. 441-10, has adopted  
25 relevant CEQA Findings and has certified that is has reviewed and considered the information

1 in the San Francisco International Airport Master Plan Final Environmental Impact Report  
2 (EIR) and the Master Plan EIR Addendum, concluding that no further environmental review is  
3 necessary; now, therefore, be it

4 RESOLVED, That the Board of Supervisors hereby approves the Professional Services  
5 Agreement for Airport Contract 9015.1 Master Architect for Replacement Air Traffic Control  
6 Tower/Terminal 1 Complex Redevelopment Program between Howard, Needles, Tammen &  
7 Bergendoff and the City and County of San Francisco, acting by and through its Airport  
8 Commission, for a term of up to ~~ten years~~<sup>1,095 days</sup>, with an anticipated final contract value not to  
9 exceed \$13,331,367, copies of which are contained in Board of Supervisors' File  
10 Number 10145<sup>3</sup>.

**Item 6**  
**File 10-1453**

**Department:**  
**Airport**

## **EXECUTIVE SUMMARY**

### **Legislative Objectives**

- The proposed resolution would authorize a professional services agreement between the San Francisco International Airport (Airport) and Howard, Needles, Tammen & Bergendoff (HNTB) to provide Master Architect services for the replacement of the Airport's Air Traffic Control Tower/Terminal 1 Complex Redevelopment Program. The proposed agreement would (a) authorize a payment from the Airport to HNTB in an amount not to exceed \$11,704,955 for Master Architect services, and (b) approve a 13.9 percent contingency budget in an amount not to exceed \$1,626,412 for potential change requests made by the Airport and Federal Aviation Administration (FAA), for a total amount not to exceed \$13,331,367. The proposed resolution would authorize an agreement for a period not to exceed ten years.

### **Key Points**

- The proposed resolution would approve an agreement between the Airport and HNTB for HNTB to provide Master Architect services for the Replacement Air Traffic Control Tower (ATCT)/Terminal 1 Complex Redevelopment Program. HNTB received the high score based on the Airport's competitive Request for Proposals (RFP) process.
- The Airport had initially estimated that the Master Architect Services for the Replacement ATCT/Terminal 1 Complex Redevelopment Program agreement would cost \$9,000,000 or less, and included that \$9,000,000 limit in the RFP, plus undetermined contingencies. The Airport is now requesting \$11,704,955, excluding a 13.9 percent contingency amount of \$1,626,412, for the Master Architect Services agreement, which is an increase of \$2,704,955, or 30.1 percent. Including contingencies of \$1,626,412, the total requested not to exceed amount is \$13,331,367.
- The proposed resolution authorizes an agreement for a period not to exceed ten years. However, the term of the agreement itself is only for a period of 1,095 days, or approximately three years.

### **Fiscal Impact**

- The proposed resolution would authorize an agreement amount of \$11,704,955, with an additional change order 13.9 percent contingency budget totaling \$1,626,412, for a maximum total of \$13,331,367 payable by the Airport to HNTB. The sources of funds for the proposed agreement would be (a) \$10,486,092 from the sale of Airport Revenue Bonds previously approved by the Board of Supervisors, and (b) \$2,845,275 from FAA grant fund revenues.

### **Recommendation**

- Amend the proposed resolution to specify that the term of the agreement is for a period not to exceed 1,095 days and not for a period of not to exceed ten years.
- Approve the proposed resolution, as amended.

**MANDATE STATEMENT AND BACKGROUND****Mandate Statement**

In accordance with City Charter Section 9.118(b), any agreement exceeding ten years or requiring anticipated expenditures from the City and County of greater than \$10,000,000 is subject to Board of Supervisors approval.

**Background**

In 2008, the San Francisco International Airport (Airport) and the Federal Aviation Administration (FAA) concluded that the Airport's Air Traffic Control Tower (ATCT), located within the Airport's Terminal 2, required replacement due to significant seismic structural deficiencies. The Airport and FAA, which staffs the ATCT, determined that the preferred site for the Replacement ATCT would be the area located between the Airport's Terminal 1 and Terminal 2, known as Courtyard 2.

According to Airport Deputy Director Mr. Ivar Satero, portions of the Courtyard 2 Replacement ATCT location will overlap with terminal operations in the long-term redevelopment of Terminal 1, including Boarding Areas B and C, concessions, and security checkpoints. Therefore, when the Airport and FAA committed to seeking a Master Architect to design features to be constructed under a future design-build agreement for the Replacement ATCT, portions of the future Terminal 1 Redevelopment Program were incorporated in the requested replacement project.<sup>1</sup>

On June 1, 2010, the Airport Commission authorized the issuance of a competitive Request for Proposal (RFP) for professional services for a Master Architect to provide architectural services to the Airport for the Replacement ATCT/Terminal 1 Complex Redevelopment Program.

On September 7, 2010, the Airport received eight responses to the competitive RFP, all of which were determined to be responsive. The Airport then convened a five-member selection panel to score the eight proposals. The following five highest-scoring proposals were selected for interviews: (a) Howard, Needles, Tammen & Bergendoff (HNTB); (b) Fong and Chan Architects; (c) Perkins and Will; (d) HOK; and (e) KMD Architects. The proposals were scored on experience, qualifications, program approach, reference checks, and an oral interview. The selection panel did not consider proposal cost or proposal billing rates in the selection process. Based on the selection criteria, the selection panel gave the highest score of 446.16 out of 490 possible points to HNTB, as summarized in Table 1, below.

<sup>1</sup> According to Mr. Satero, the Replacement ATCT project will be funded with a combination of Airport Revenue Bonds and an FAA grant. Construction is anticipated to be completed by 2014. In addition, Mr. Satero advises that the future Terminal 1 Redevelopment Program projects will be funded by a combination of Airport Revenue Bonds, federal funding, and a potential Passenger Facility Charge (PFC) increase, if an increased charge is authorized by the federal government.

**Table 1: RFP Scoring Summary, Top 5 Firms**

Rank	Firm	Score
1	HNTB	446.16
2	Fong and Chan Architects	443.39
3	Perkins and Will	438.60
4	HOK	432.30
5	KMD Architects	428.84

On October 26, 2010, the Airport Commission approved the selection of HNTB as the highest ranked proposer, and authorized the Airport Director to enter into negotiations with HNTB for entering into a professional services Master Architect agreement.

## DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize a professional services agreement between the Airport and HNTB in order for HNTB to provide Master Architect services for the Airport's Replacement ATCT/Terminal 1 Complex Redevelopment Program. The proposed resolution authorizes an agreement for a term not to exceed ten years. However, as is discussed in the Policy Consideration section below, the agreement, as written, specifies a term of 1,095 days, or approximately three years. According to Mr. Satero, if the Board of Supervisors approves the proposed agreement, the Airport anticipates a start date of February 1, 2011 for the agreement.

The proposed agreement includes three main tasks:

- Task 1:** Development of a comprehensive Programming and Planning document for the Replacement Air Traffic Control Tower (ATCT)/Terminal 1 Complex Redevelopment Program. The Programming and Planning document would ensure that the Replacement ATCT and overlapping terminal space will be properly integrated and would ensure consistency between Terminals 1 and 2 and the Replacement ATCT.
- Task 2:** Development of a 45 percent Complete Design Development bridging document for the Replacement ATCT and overlapping terminal portions, as well as 15 Percent Conceptual Design Documents to be used by a future design-build service provider.<sup>2</sup> These documents would be used by the Airport to prepare an RFP/RFQ for a design-build contractor for the Replacement ATCT/Terminal 1 Complex Redevelopment Program.
- Task 3:** Participation in design reviews for three related projects:
1. Replacement ATCT/Terminal 1 Integrated Facility design-build.
  2. Terminal 1 to Terminal 2 secure corridor.
  3. Boarding Area C entrance.

<sup>2</sup> These percentiles are Airport standards.

**FISCAL IMPACTS**

The base cost of the proposed three-year Master Architect agreement would not exceed \$11,704,955, with an additional change order 13.9 percent contingency budget totaling \$1,626,412, or an additional 13.9 percent, for a total not-to-exceed agreement amount of \$13,331,367 to be paid by the Airport to HNTB.

As shown in Table 2 below, the proposed agreement would be paid for from the Airport's Capital Improvement Program (CIP) budget, which is funded by (a) Airport Revenue Bonds, the proceeds of which were previously appropriated by the Board of Supervisors on May 13, 2008 (File 08-0590) and (b) FAA grant funds, previously approved by the Board of Supervisors on September 28, 2010 (File 10-1110). The costs of the Airport Revenue Bond will be repaid from general Airport revenues through the Airport's annual operating budget. The amount of Airport Revenue Bonds and FAA grant revenues to fund the proposed agreement is shown in Table 2, below.

**Table 2: Revenue Sources for Proposed Agreement**

Source	Agreement Not to Exceed Amount	13.9 Percent Contingency Amount	Total
Airport Revenue Bond Sale Proceeds	\$9,118,341	\$1,367,751 (15 percent)	\$10,486,092
FAA Grant Revenues	2,586,614	258,661 (10 percent)	2,845,275
<b>Total</b>	<b>\$11,704,955</b>	<b>\$1,626,412</b>	<b>\$13,331,367</b>

The \$11,704,955 not to exceed agreement amount, excluding contingencies will be expended according to the three task areas as summarized in Table 3 below.

**Table 3: Breakdown of Agreement Lump Sum Amount**

Task	Budget	Percent of Lump Sum
Task 1, Programming and Planning Document	\$8,400,000	71.8%
Task 2, Design Development Document	3,054,955	26.1%
Task 3, Design Review for Related Projects	250,000	2.1%
<b>Total, Excluding 13.9 percent contingency Budget</b>	<b>\$11,704,955</b>	<b>100.0%</b>

The list of sub-tasks and deliverables is included as Attachment A to the proposed agreement. Appendix B to the proposed agreement includes the Approved Hourly Rate Schedules for HNTB and its subcontractors. Such hourly rates range from \$40 to \$320 per hour.



**POLICY CONSIDERATIONS****While the Proposed Resolution Would Authorize an Agreement Term Not to Exceed Ten Years, the Actual Agreement Is for a Term of 1,095 Days or Approximately Three Years**

The proposed resolution would approve an agreement between the Airport and HNTB "for a term of up to ten years." However, the actual agreement between the Airport and HNTB, is for a term of 1,095 days, or approximately three years.

According to Mr. Satero, HNTB would be able to complete the tasks required within the term of 1,095 days, or approximately three years, and for the specified not to exceed amount of \$13,331,367 including contingencies. Mr. Satero stated that the Airport is likely to continue to require the services of HNTB for up to an additional seven years, or a total of up to ten years, if the Airport proceeds with the full renovation of Terminal 1. However, according to Mr. Satero, the Airport must achieve certain milestones before it is certain that it will require the architectural services of HNTB beyond the scope and time period of 1,095 days under the proposed agreement.

Because the agreement, as written, is for a period of 1,095 days, the Budget and Legislative Analyst recommends modifying the agreement term specified in the proposed resolution, from a term not to exceed ten years to a term not to exceed 1,095 days.

**The Not-to-Exceed Cost of the Proposed Agreement Is 30.1 percent Above the Cost Limit Listed in the RFP**

As previously noted above, excluding contingencies, the \$11,704,955 not-to-exceed cost of the proposed agreement is \$2,704,955, or 30.1 percent, greater than the original \$9,000,000 amount listed in the RFP for the subject agreement. An explanation for the \$2,704,955 increase is included in the attached memorandum, provided by Mr. Satero.

**RECOMMENDATION**

1. Amend the proposed resolution to specify that the term of the agreement is for a period not to exceed 1,095 days instead of for a period not to exceed ten years.
2. Approve the proposed resolution, as amended.

MEMORANDUM

TO: Budget Analysts' Office  
San Francisco Board of Supervisors

FROM: Ivar Satero, Airport Deputy Director  
Bureau of Design & Construction

DATE: December 16, 2010

PROJECT: File 10-1453 – Authorization of a Professional Services Agreement Between the San Francisco International Airport and Howard, Needles, Tammen & Bergendoff to provide Master Architect Services for the Replacement of the Airport's Air Traffic Control Tower/Terminal 1 Complex Redevelopment Program.

SUBJECT: Budget Increase

As per your request, we are providing additional information regarding the proposed budget for Airport Contract No. 9015.1, Master Architect for Replacement Air Traffic Control Tower/Terminal 1 Complex Redevelopment Program. The proposed contract is with Howard, Needles, Tammen & Bergendoff (HNTB) to provide design services for the FAA Replacement Air Traffic Control Tower at SFO, and to prepare a conceptual plan for the long-term redevelopment of Terminal 1 Complex, including the Terminal 1 building, Boarding Areas B and C, and the connector buildings between Terminal 1 and the International Terminal and between Terminal 1 and Terminal 2.

The original budget submitted as part of SFO's capital planning process contained an amount of \$9,000,000 for the Master Architect services for the two (2) primary tasks to be performed under this contract. Task 1 provides for the development of a Conceptual Plan (15% design documents) for the long-term development of the Terminal 1 complex, and Task 2 provides for the development of 45% design documents for the Replacement Tower and Integrated Facility, which houses the FAA offices and certain elements of the future Terminal 1 program. This work is structured in this manner to ensure the proper integration into the future Terminal 1 program, due to the final selected location by the FAA of the Replacement Tower within what will be future terminal space to be developed as part of the Terminal 1 program.

This proposed budget is \$11,704,955, resulting in an increase of \$2,704,955. The primary issues which caused the budget increase were:

- 1) Lack of clear definition of the scope of work at the time that we had to submit an amount for the capital planning process. The original budget was submitted prior to the development of the scope of work for the Request for Proposal (RFP). The scope of work was subsequently developed into a significant level of detail. We were

anticipating that we would adjust scope as necessary to achieve the budget. However, after consulting with the FAA and determining what a reasonable fee would be for the Task 2 - Tower/Integrated Facility 45% documents, it was clear that there would be insufficient budget for the Task 1 - Development of the 45% documents for the Terminal 1 Program. We had an original budget of \$2,545,796 for the FAA Tower and Integrated Facility. Negotiations with HNTB resulted in a budget of \$3,054,955. This accounts for \$509,159. The remaining amount of \$1,090,841 is attributable to the lack of clear definition, and difficulty in determining the value of the Terminal 1 scope due to the high level of complexity. The original and proposed budget breakdown is as follows:

FAA Budget - Tower and Integrated Fac.	SFO Budget- Integrated Fac	SFO Budget- Terminal 1 Concept	TOTAL
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## Original Breakdown:

Design - Master Architect	\$2,155,512	\$390,284	\$6,454,204	\$9,000,000
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## Following Negotiations:

Design - Master Architect	\$2,586,614	\$468,341	\$8,650,000	\$11,704,955
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- 2) Non-typical design services. As part of the RFP, we had requested that the firms develop the project utilizing a Revit 3-dimensional model, not through a more traditional Autocad design process. This requires much more work in the front-end setting up of the design model for the project, and greater efficiencies in the latter part of the design, as design coordination and conflict resolution is dramatically improved. We also requested that the firms provide geotechnical studies, surveying and two design models, requested by the City's Civic Design Review Committee, which are typically outside of the budget.

We typically budget for a 7.0% to 7.5% design fee of the construction cost. Therefore, based on an estimated Terminal 1 Program of \$800,000,000 at 7%, this would amount to \$56,000,000. Since HNTB is only developing 15% documents, we set a new budget target of \$8,400,000 (15% of \$56,000,000) as a reasonable maximum amount we would accept. As part of the negotiations, we expected that this amount would include these "non-typical" costs which HNTB would consider extras. Therefore, from the Item 1 amount above of \$1,090,841 (\$1,600,000 - \$509,159) resulting from the lack of clear definition at the time of establishing the budget, added to the original budget of \$6,454,204, this amounts to \$7,545,054. Therefore, this amount subtracted from \$8,400,000 leaves an amount of \$854,946 for these "additional costs". We split this amount charging \$554,946 to the Revit requirement, and \$300,000 for the other work.

- 3) Airport Allowance. Through development of the scope of work document, we identified a Task 3, which is for oversight of the work of other design firms which will take over

from the Master Architect at some point and take the design to a greater level of completion, either through separate A/E agreements, or through a design-build contract. We've added an amount of \$250,000 for this, as an owner's allowance to cover anticipated costs for oversight of two (2) of the smaller upcoming projects related to Terminal 1, namely the Checkpoint C reconfiguration and the Secure Connector, T1 to T2. It will be reimbursed on a time-and-materials basis.

If you have any questions regarding this, please don't hesitate to call.

**City and County of San Francisco  
Airport Commission  
P.O. Box 8097  
San Francisco, California 94128**

**Agreement between the City and County of San Francisco and  
Howard, Needles, Tammen & Bergendoff (HNTB)**

**Contract No. 9015.1  
Consultant Services for Replacement Airport Traffic Control Tower/Terminal 1 Complex  
Redevelopment Program**

This Agreement is made this 15th day of December, 2010, in the City and County of San Francisco, State of California, by and between: **Howard, Needles, Tammen & Bergendoff (HNTB)**, hereinafter referred to as "Consultant," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "**Commission.**"

**Recitals**

WHEREAS, Commission wishes to enter an Agreement with **Howard, Needles, Tammen & Bergendoff (HNTB)** to provide Master Architect ("A/E") services for the Replacement Airport Traffic Control Tower/Terminal 1 Complex Redevelopment Program ("Program") at the San Francisco International Airport ("SFO" or the "Airport"); and,

WHEREAS, Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and

WHEREAS, a Request for Proposal ("RFP") was issued on July 26, 2010, and City selected Consultant as the highest qualified scorer pursuant to the RFP; and

WHEREAS, Commission awarded this contract to Consultant on November 23, 2010, pursuant to Resolution No. 10-0328; and

WHEREAS, the Board of Supervisors adopted Resolution Number **INSERT** on **INSERT** which authorized the award of contract to Consultant; and

WHEREAS, Consultant represents and warrants that it possesses the requisite professional expertise, experience and resources to render such services in accordance with the terms and conditions of this Agreement; and,

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number PSC #4034-10/11 on October 18, 2010;

Now, THEREFORE, the parties agree as follows:

**1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

**2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be one thousand ninety-five (1,095) calendar days from Notice to Proceed.

**3. Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Consultant has been notified in writing.

**4. Services Consultant Agrees to Perform.**

**4.1** The Consultant agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference. If Appendix A includes as-needed services, such services shall be requested by City through the issuance of a written task order signed by City and Consultant, which task order shall be made a part of and incorporated into the Agreement without the need for a formal amendment to the Agreement. The task order shall include a description of the as-needed services, the deliverables, schedule for performance, cost, and method and timing of payment.

**4.2** The Consultant is responsible for planning, programming, and designing a comprehensive and complete Program as described in Appendix A. The construction cost estimate for each phase of the Consultant's design of the ATCT and FAA Offices shall not exceed the budget provided for in Appendix A. The Consultant shall, at the request of the City and at no cost to the City revise each phase of the design until the ATCT and FAA Offices construction cost estimate is 5% under the not-to-exceed budget, and as confirmed by the Airport at the end of the Conceptual Design Phase.

**4.3** The City, at its sole discretion, may modify the not-to-exceed budget, or may apply additive or deductive alternates to meet the not-to-exceed budget. The Consultant and the City will confer at all phases of design and before the design of any alternates. The Consultant shall design additive alternates with an estimated value of not less than seven and one-half percent (7.5%) and deductive alternates with an estimated value of not less than seven and one-half percent (7.5%) of the not-to-exceed budget, with final determination by the City as to the scope of such alternates, which alternates shall be a part of the Program, and the order in which the City would accept such alternates.

**4.4** In the event that redesign services are necessary for the Task 1 - 15% conceptual design or Task 2 - 45% design of the ATCT and FAA Offices, the City shall cooperate with the Consultant in the consideration of alternative design changes proposed by the Consultant, provided that the changes are in

compliance with FAA requirements. The final decision as to which alternative options are chosen for design changes shall rest solely with the City.

4.5 The Consultant agrees to complete all services required by this Agreement and all work of each activity within the time and schedule specified in Exhibit 6 of the RFP which is attached to this Agreement as Appendix C and incorporated by reference. The Program schedule includes allowances for all time required for the City's review and concurrence of submissions and for concurrence of authorities having jurisdiction of the Program. The duration of this schedule shall not be exceeded by the Consultant, unless delay is caused by an excusable event, and written notice of the excusable event and requested time extension is given within five (5) business days of the occurrence of the excusable event. (Excusable events shall be limited to acts of neglect by the City, breaches of this Agreement by the City, Acts of God such as, but not limited to, fire, flood, earthquake, or epidemic or other delays beyond the reasonable control of Consultant.)

4.6 Within thirty (30) calendar days after the Consultant's receipt of a Notice to Proceed (NTP) from the City, the Consultant shall submit for City approval a progress schedule of services. The progress schedule of services shall be in the form of a progress Gantt (schedule bar) chart indicating phases, tasks, durations and times, and sequences of key activities, City and other required reviews and approvals as related to the services in this Agreement. Upon approval of the progress schedule of services by the City, the Consultant shall adopt the schedule as a baseline schedule, and on a monthly basis submit a progress schedule indicating actual progress compared to the baseline schedule.

4.7 Should the progress of the Services under this Agreement at any time fall behind schedule due to conditions not beyond the reasonable control of the Consultant, the Consultant shall be required to apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule within 30 calendar days. Time is of the essence in the performance of this Agreement.

4.8 The Consultant shall provide for a password protected File Transfer Protocol (FTP) site for all progress drawings, specifications and reports for each discipline during the course of the project, and shall update the files on weekly basis. Access to the FTP is subject to prior Airport approval.

4.8.1 For each phase, the Consultant shall, provide, if requested, ten (10) half size printed sets of drawings, ten (10) printed copies of specifications and reports, and one (1) copy of CADD files, and original document files on compact disc. CADD programs and protocols shall be consistent with Airport standards and subject to prior Airport approval. Original documents, estimates and schedule files are to be provided using software programs subject to prior Airport approval.

4.9 Standard of Performance: The Consultant shall perform its services under this Agreement in accordance with the professional standard of care exercised by a member of the same profession, currently practicing under similar circumstances to the design and construction administration of Programs of similar size and complexity.

4.10 Consultant's Basic Services – General Provisions: Basic services shall include, without limitation the following:

4.10.1 The Consultant shall provide as its Basic Services all customary and necessary, engineering and other consulting services during all phases as required to design a complete and

comprehensive Program. Documents prepared by the Consultant as part of Basic Services shall not become part of the Contract Documents until authorized by the City.

**4.10.2 Code Compliance:** The Consultant shall comply with requirements of all applicable codes, regulations, and current written interpretations published and in effect during the period of services. The Consultant shall be responsible for identifying, analyzing, and reporting to the City pending changes to codes and regulations that would reasonably be expected to affect the design of the Program.

**4.10.3** The Consultant shall provide the following consulting services as part its Basic Services under this Agreement:

**4.10.3.1** Consult with authorized employees, agents and/or representatives, consultants, and design-build firms of the City relative to the programming and design of the Program.

**4.10.3.2** Provide consultation and advice to the City as to the necessity and manner of providing or obtaining services related to the site, such as utility surveys.

**4.10.3.3** Review Airport and FAA requirements and site data furnished to the Consultant and advise the City whether such data is sufficient for purposes of design and whether additional data is necessary to complete the work.

**4.10.3.4** The Consultant and all applicable professional engineers shall be licensed by the State of California. The Consultant shall submit for City approval any proposed changes to the joint venture or subconsultant team, and these changes would require a modification under this Agreement. The addition of subconsultants for unforeseen specialty services shall require a modification under this Agreement.

**4.11 Key Employees:**

**4.11.1** The Consultant shall submit for City approval a list of designated Key Employees including Principal-in-Charge, Program Manager, Lead Program Consultant, and Lead Program Engineers for each discipline, whose roles shall be as defined in the proposal submitted by the Consultant. The Key Employees shall, so long as their respective performances continue to be acceptable to the City, remain in charge of the design professional services for the Program. Any changes in assignment or replacement of the Key Employees must have prior written consent of the City, which will not be arbitrarily withheld.

**4.12 Coordination of Design Team:** The Consultant shall be responsible to coordinate the work of all of its partners and subconsultants to produce comprehensive, complete, coordinated, and accurate drawings and specifications for all elements of the Program.

**4.13 Coordination with City Departments, Other Public Agencies, Airport Consultants and design-build firms:** The Consultant shall coordinate with San Francisco International Airport Bureau of Design and Construction, the Federal Aviation Administration, Planning and Environmental Affairs, Bureau of Inspection and Code Enforcement, the San Francisco Fire Department, the Airlines Liaison Office, the Airport's Construction Management consultants and design-build firms and other stakeholders to determine relevant Program requirements, develop designs, and review and obtain required approvals.



**4.14 Meeting with City and Others:** The Consultant shall attend meetings concerning the Program with the City and staff, and others as necessary, including the following:

**4.14.1 Airport Program Manager, Construction Manager, and other City personnel involved in the Program:** Meetings at reasonable frequencies to be determined by the Airport Program Manager and the Consultant to manage the day-to-day progress and requirements for the Program.

**4.14.2 San Francisco International Airport and Airport Commission:** Assist the Airport Program Manager to present design concepts, solicit comments and answer questions, and report on the progress of the Program.

**4.14.3 Meet with and document program and design input from all stakeholders.** Develop a detailed matrix of program and design input provided by all stakeholders, and document the resolution of each issue.

**4.14.4 Partnering:** At the discretion of the City, meet as reasonably required by the City's partnering program.

**4.15 Use of Computer Technology for Design and Coordination of Drawings:**

**4.15.1** The cost of any software, hardware, clerical work, or services related to CADD support shall be included in the Basic Services fee. The cost of any software, hardware, clerical work, or services related to a Revit based model shall be included in the Basic Services fee.

**4.16 City Cost/Change Control Procedures:**

**4.16.1** The Consultant shall cooperate with the City to control design or scope changes that would affect the cost of the Program. The Consultant shall comply with a cost change control procedure established by the City for the Program. The purposes of the procedure are:

**4.16.1.1** So that the City requirements for the Program are met,

**4.16.1.2** So that estimated construction costs are understood as the design is developed and that the construction costs remain within the not-to-exceed budget,

**4.16.1.3** So that all proposed changes to the design properly analyze cost effects,

**4.16.1.4** To avoid unnecessary re-design work by the Consultant, and

**4.16.1.5** To avoid unnecessary additional costs to the City.

**4.16.2** The Consultant shall fully inform the City of any proposed changes to the design recommended by the Consultant, or to the scope of the Program requested by the City or other stakeholders, that would affect the estimated (added or decreased) construction cost for the Program. The Consultant shall review with the City the benefits as well as costs of the proposed changes, including the potential effect to City operating costs for the Program. The Consultant shall complete a Change Request Form provided by the City providing a summary of the proposed change and attach such other analyses as may be appropriate for City consideration. Should the recommended change increase the estimated cost

of the Program, the Consultant shall cooperate with the City to identify other changes to the Program that could reduce cost and offset the recommended increased cost for approval by the City.

4.16.3 No change shall be incorporated into the design documents unless it has been first approved by the City by written approval of the Change Request Form.

4.16.4 The Consultant shall maintain a Change Log of all recommended, pending, approved, and incorporated changes and submit the Change Log to the City monthly throughout the design phases.

4.16.5 City approval of any change shall not entitle the Consultant to a change in the Consultant's compensation, unless approved in writing by the City.

#### 4.17 Cost Estimating:

4.17.1 The Consultant shall prepare an independent Opinion of Probable Construction Cost (cost estimate) for City approval in a format approved in advance by the Airport for the 15% complete conceptual design phase. The estimate shall contain a quantity take-off and unit pricing, consistent with the level of design completion, together with a statement of assumptions regarding design contingencies and exclusions.

4.17.2 The Consultant shall update the cost estimate according to the CSI Division classifications for the Task 2 - 45% complete phase.

4.17.3. Because Consultant has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Consultant's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. Consultant does not guarantee that proposals, bids, or actual Project costs will not vary from Consultant's cost estimates or that actual schedules will not vary from Consultant's projected schedules. Notwithstanding the above, Consultant acknowledges its contractual obligation to develop its designs to fit the City's stated budget.

4.18 Additional Services: Additional Services are services in addition to the Basic Services of this Agreement. The Consultant shall not proceed with any Additional Services without the written authorization of the City. The written authorization to perform Additional Services must include a statement describing the services as Additional Services. In the event the City believes certain services to be part of Basic Services which the Consultant contends are Additional Services, the Consultant shall not perform such services until (a) the Consultant provides the City with written notice of the contention with factual support and (b) the City then instructs the Consultant in writing to proceed, in which case the issue with respect to whether the services are Additional Services shall be determined pursuant to the terms of this Agreement.

## 5. Compensation.

5.1 Compensation shall be made in monthly payments on or before the 25th day of each month for work, as set forth in Section 4 of this Agreement, that the Airport Director or designee, in his or her sole discretion, concludes has been performed as of the 25<sup>th</sup> day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Eleven Million Seven Hundred Four Thousand Nine Hundred Fifty-five Dollars (\$11,704,955)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as

though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Consultant until reports, services, or both, required under this Agreement are received from Consultant and approved by Bureau of Design & Construction as being in accordance with this Agreement. City may withhold payment to Consultant in any instance in which Consultant has failed or refused to satisfy any material obligation provided for under this Agreement.

5.2 The Consultant agrees to pay each subconsultant under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime Consultant receives from City. The Consultant agrees further to return retention payments to each subconsultant within 30 days after the sub consultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subconsultants.

5.3 The Airport Accounting Office is not authorized to pay monthly payment requests/invoices submitted by Consultant prior to Consultant's submission of Airport Federal Progress Payment Report – Federal Form 3 and Airport Federal Contract Exit Report and Affidavit – Federal Form 5 with the final payment request/invoice.

5.4 In no event shall City be liable for interest or late charges for any late payments.

5.5 As defined above, additional services are services not specified or required in the Agreement as Basic Services. The City shall not compensate the Consultant for additional services unless such services are authorized in writing prior to performance by the Consultant. Payment for additional services shall be made in accordance with the Fee Schedule set forth in Appendix B.

6. **Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Consultant for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. **Payment; Invoice Format.** Invoices furnished by Consultant under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Consultant shall be subject to audit by City. Payment shall be made by City to Consultant at the address specified in the section entitled "Notices to the Parties."

8. **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any Consultant, subconsultants or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A Consultant, subconsultants or consultant will be deemed to have submitted a false claim to the City if the Consultant, subconsultants or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the

City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**9. Disallowance.** If Consultant claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Consultant shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Consultant under this Agreement. By executing this Agreement, Consultant certifies that Consultant is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Consultant acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

**10. Taxes.** Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Consultant. Consultant recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Consultant to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

**10.1** Consultant, on behalf of itself and any permitted successors and assigns, recognizes and understands that Consultant, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

**10.2** Consultant, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Consultant accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

**10.3** Consultant, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest (see, e.g., Rev & Tax Code section 64, as amended from time to time). Consultant accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

**10.4** Consultant further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

**11. Payment Does Not Imply Acceptance of Work.** The granting of any payment by City, or the receipt thereof by Consultant, shall in no way lessen the liability of Consultant to replace unsatisfactory work, equipment, or deliverables, although the unsatisfactory character of such work, equipment or deliverables may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that does not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Consultant without delay.

**12. Qualified Personnel.** Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Consultant. Consultant will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, and must be supervised by Consultant. Consultant shall commit adequate resources to complete the Program within the Program schedule specified in this Agreement.

**13. Responsibility for Equipment.** City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by City.

**14. Independent Consultant Payment of Taxes and Other Expenses.**

**14.1 Independent Consultant.** Consultant or any agent or employee of Consultant shall be deemed at all times to be an independent Consultant and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Consultant or any agent or employee of Consultant shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Consultant or any agent or employee of Consultant is liable for the acts and omissions of itself, its employees and its agents. Consultant shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Consultant's performing services and work, or any agent or employee of Consultant providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Consultant or any agent or employee of Consultant. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Consultant's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Consultant performs work under this Agreement.

**14.2 Payment of Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Consultant is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Consultant which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Consultant for City, upon notification of such fact by City, Consultant shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Consultant under this Agreement (again, offsetting any amounts already paid by Consultant which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Consultant shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Consultant is an employee for any other purpose, then Consultant agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Consultant was not an employee.

## **15. Insurance**

**15.1** Without in any way limiting Consultant's liability pursuant to the "Indemnification" section of this Agreement, Consultant must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

**15.1.1** Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

**15.1.2** Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

**15.1.3** Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

**15.1.4** Professional liability insurance, applicable to Consultant's profession, with limits not less than \$5,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

**15.2** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

**15.2.1** Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

**15.2.2** That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

**15.3** Regarding Workers' Compensation, Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant and its employees.

**15.4** All policies shall provide thirty days' advance written notice to the City of material change, which includes reduction in coverage value, or nonrenewal of coverage or cancellation of coverage for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

**15.5** Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

**15.6** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in

such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

15.7 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

15.8 Before commencing any operations under this Agreement, Consultant shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverage set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

15.9 Approval of the insurance by City shall not relieve or decrease the liability of Consultant hereunder.

15.10 If subconsultants and agents will be used to complete any portion of this agreement, the Consultant shall ensure that the subconsultant and agent shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Consultant listed as additional insured, and shall endorse their respective Workers' Compensation policies with a waiver of subrogation in favor of the City for all work performed by the subconsultant and agent.

## 16. Indemnification

16.1 General. To the fullest extent permitted by law, Consultant shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnities"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Consultant or its subconsultants), expense and liability of every kind, nature, and description. (including, without limitation, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Consultant, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

16.2 Limitations. No insurance policy covering the Consultant's performance under this Agreement shall operate to limit the Consultant's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Consultant assumes no liability whatsoever for the negligence or willful misconduct of any Indemnity or the subconsultants of any Indemnity.

16.3 Copyright infringement. Consultant shall also indemnify, defend and hold harmless all Indemnities from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Consultant's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

**17. Incidental and Consequential Damages.** Neither Party shall be responsible for incidental and consequential damages incurred by the other party. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law at the time of the execution of this Agreement.

**18. Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**19. Liquidated Damages. LEFT BLANK BY AGREEMENT OF THE PARTIES**

**20. Default; Remedies.** Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

**20.1** Consultant fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

- 8. Submitting False Claims
- 10. Taxes
- 15. Insurance
- 24. Proprietary or Confidential Information of City
- 30. Assignment
- 37. Drug-free Workplace Policy,
- 53. Compliance with Laws
- 55. Supervision of Minors
- 57. Protection of Private Information
- 58. Graffiti Removal



20.2 Consultant fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Consultant.

20.3 Consultant (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Consultant or of any substantial part of Consultant's property or (e) takes action for the purpose of any of the foregoing.

20.4 A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Consultant or with respect to any substantial part of Consultant's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Consultant.

20.5 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Consultant any Event of Default; Consultant shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Consultant under this Agreement or any other agreement between City and Consultant all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Consultant pursuant to the terms of this Agreement or any other agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

## 21. Termination for Convenience

21.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Consultant written notice of termination. The notice shall specify the date on which termination shall become effective.

21.2 Upon receipt of the notice, Consultant shall commence and perform, with diligence, all actions necessary on the part of Consultant to effect the termination of this Agreement on the date specified by City and to minimize the liability of Consultant and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

21.2.1 Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

**21.2.2** Not placing any further orders or subcontracts for materials, services, equipment or other items.

**21.2.3** Terminating all existing orders and subcontracts.

**21.2.4** At City's direction, assigning to City any or all of Consultant's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

**21.2.5** Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

**21.2.6** Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

**21.2.7** Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Consultant and in which City has or may acquire an interest.

**21.3** Within 30 days after the specified termination date, Consultant shall submit to City an invoice, which shall set forth each of the following as a separate line item:

**21.3.1** The reasonable cost to Consultant, without profit, for all services and other work City directed Consultant to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Consultant's direct costs for services or other work. Any overhead allowance shall be separately itemized. Consultant may also recover the reasonable cost of preparing the invoice.

**21.3.2** A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (21.2), provided that Consultant can establish, to the satisfaction of City, that Consultant would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

**21.3.3** The reasonable cost to Consultant of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

**21.3.4** A deduction for the cost of materials to be retained by Consultant, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

**21.4** In no event shall City be liable for costs incurred by Consultant or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (21.3). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (21.3).

21.5 In arriving at the amount due to Consultant under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Consultant's final invoice; (2) any claim which City may have against Consultant in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (21.4); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

21.6 City's payment obligation under this Section shall survive termination of this Agreement.

22. **Rights and Duties upon Termination or Expiration.** This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

8. Submitting False Claims
9. Disallowance
10. Taxes
11. Payment Does Not Imply Acceptance of Work
13. Responsibility for Equipment
14. Independent Consultant; Payment of Taxes and Other Expenses
15. Insurance
16. Indemnification
17. Incidental and Consequential Damages
18. Liability of City
24. Proprietary or Confidential Information of City
26. Ownership of Results
27. Works for Hire
28. Audit and Inspection of Records
48. Modification of Agreement.
49. Administrative Remedy for Agreement Interpretation.
50. Agreement Made in California; Venue
51. Construction
52. Entire Agreement
56. Severability
57. Protection of private information

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Consultant shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement. Consultant shall not be responsible for the accuracy, completeness or workability of the work in progress, including, but not limited to, plans, drawings and specifications prepared or delivered by Consultant prior to completion of the work anticipated hereunder if used, changed, or completed by the City or by another party, except to the extent such documents have already been completed and paid for under this Agreement. Any use of incomplete work will be at the user's sole risk and without liability or legal exposure to Consultant.

23. **Conflict of Interest.** Through its execution of this Agreement, Consultant acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. **Proprietary or Confidential Information of City.** Consultant understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Consultant agrees that all information disclosed by City to Consultant shall be held in confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data.

25. **Notices to the Parties.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, or by e-mail, and shall be addressed as follows:

To City: Tom Rodrigues  
Project Manager  
San Francisco International Airport  
Bureau of Design and Construction  
P.O. Box 8097  
San Francisco, California 94128  
[Tom.rodrigues@flysfo.com](mailto:Tom.rodrigues@flysfo.com)  
FAX: 650-821-7799

To Consultant: Joe Grogan  
Program Manager  
Howard, Needles, Tammen & Bergendoff (HNTB)  
160 Spear Street, Suite 1775  
San Francisco, California 94105  
[jgrogan@hntb.com](mailto:jgrogan@hntb.com)  
Telephone: 415-963-6700  
FAX: 415-615-0779

Any notice of default must be sent by registered mail.

26. **Ownership of Results.**

26.1 All documents, electronic, written or graphic, including Drawing Sets, CADD files, BIM files first used for the performance of the project by the Consultant for the sole and exclusive benefit of the City, and other computer files prepared by the Consultant shall be made and remain the property of the City, including all intellectual property rights to all documents first used for the performance of the project by the Consultant for the sole and exclusive benefit of the City; provided, however, that the Consultant shall be entitled to one reproducible copy thereof and CADD files, made at the Consultant's expense. As part of Basic Services, the Consultant shall provide the City with one licensed copy of software that will allow the City to view the electronic CADD files prepared by the Consultant or its

subconsultants. Additionally, the Consultant shall provide technical specifications for any computer hardware required to use the provided software and files.

**26.2** All presentation drawings, models, films and videos, simulations or other presentation materials shall be and remain the property of the City.

**26.3** Should the City or any other person, firm or legal entity under the authority and control of the City, without the Consultant's participation, use, reuse, or modify the Consultant's drawings, specifications or other documents prepared under this Agreement, the City agrees to notify the Consultant of said intended use. The Consultant shall not be responsible for any loss, costs or expenses incurred by any party arising out of such use, reuse or modification of the Consultant's drawings, specifications, and other documents.

**26.4** The City acknowledges that in using magnetic media, data may be lost in translation from one format to another or that electronic data may be altered, whether inadvertently or otherwise, and that there is a risk that errors or omissions may appear in any subsequent output as a result of software/hardware failure.

**27. Works for Hire.** If, in connection with services performed under this Agreement, Consultant or its subconsultants first create for the sole and exclusive benefit for the City artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property upon payment therefore of the City. If it is ever determined that any works first created for the sole and exclusive benefit for the City artwork by Consultant or its subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Consultant may retain and use copies of such works for reference and as documentation of its experience and capabilities.

**28. Audit and Inspection of Records.** Consultant agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Consultant will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Consultant shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

**29. Subcontracting.** Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

**30. Assignment.** The services to be performed by Consultant are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Consultant unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

**31. Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

**32. Earned Income Credit (EIC) Forms.** Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Consultant shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Consultant has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Consultant; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Consultant of the terms of this Agreement. If, within thirty days after Consultant receives written notice of such a breach, Consultant fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Consultant fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Consultant shall require the subconsultants to comply, as to the subconsultants Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

**33. Federal Non-Discrimination Provisions**

**33.1** Consultant agrees that the requirements of the U.S. Department of Transportation, Title 49 Code of Federal Regulations (CFR) Part 26 are applicable to this contract, and the requirements are incorporated herein as though fully set forth.

**33.2** Consultant and its subconsultants, if any, shall not discriminate against any owner on the basis of the owner's race, color, national origin, or sex in the performance of this contract, or any agreements covered by 49 CFR Part 26.

**33.3** The Consultant agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 26, that it enters and cause those businesses to similarly include the statements in further agreements.

**34. Nondiscrimination; Penalties**

**34.1 Consultant Shall Not Discriminate.** In the performance of this Agreement, Consultant agrees not to discriminate against any employee, City and County employee working with such Consultant or subconsultants, applicant for employment with such Consultant or subconsultants, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

**34.2 Subcontracts.** Consultant shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subconsultants to comply with such provisions. Consultant's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

**34.3 Nondiscrimination in Benefits.** Consultant does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

**34.4 Condition to Contract.** As a condition to this Agreement, Consultant shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

**34.5 Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Consultant shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Consultant understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Consultant and/or deducted from any payments due Consultant.

**35. MacBride Principles—Northern Ireland.** Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Consultant acknowledges and agrees that he or she has read and understood this section.

**36. Tropical Hardwood and Virgin Redwood Ban.** Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges Consultants not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

**37. Drug-Free Workplace Policy.** Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Consultant agrees that any violation of this

prohibition by Consultant, its employees, agents or assigns will be deemed a material breach of this Agreement.

**38. Resource Conservation.** Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Consultant to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

**39. Compliance with Americans with Disabilities Act.** Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a Consultant, must be accessible to the disabled public. Consultant shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns will constitute a material breach of this Agreement.

**40. Sunshine Ordinance.** In accordance with San Francisco Administrative Code §67.24(e), contracts, Consultants' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

**41. Public Access to Meetings and Records.** If the Consultant receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Consultant shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Consultant agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Consultant further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Consultant acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Consultant further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

**42. Limitations on Contributions.** Through execution of this Agreement, Consultant acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Consultant acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Consultant further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each



member of Consultant's board of directors; Consultant's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Consultant; any subconsultant listed in the bid or contract; and any committee that is sponsored or controlled by Consultant. Additionally, Consultant acknowledges that Consultant must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Consultant further agrees to provide to City the names of each person, entity or committee described above.

**43. Requiring Minimum Compensation for Covered Employees.**

**43.1** Consultant agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). A partial listing of some of Consultant's obligations under the MCO is set forth in this Section. Consultant is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

**43.2** The MCO requires Consultant to pay Consultant's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Consultant is obligated to keep informed of the then-current requirements. Any subcontract entered into by Consultant shall require the subconsultants to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Consultant's obligation to ensure that any subconsultants of any tier under this Agreement comply with the requirements of the MCO. If any subconsultants under this Agreement fail to comply, City may pursue any of the remedies set forth in this Section against Consultant.

**43.3** Consultant shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

**43.4** Consultant shall maintain employee and payroll records as required by the MCO. If Consultant fails to do so, it shall be presumed that the Consultant paid no more than the minimum wage required under State law.

**43.5** The City is authorized to inspect Consultant's job sites and conduct interviews with employees and conduct audits of Consultant

**43.6** Consultant's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Consultant fails to comply with these requirements. Consultant agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Consultant's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

43.7 Consultant understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Consultant fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Consultant fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

43.8 Consultant represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

43.9 If Consultant is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Consultant later enters into an agreement or agreements that cause Consultant to exceed that amount in a fiscal year, Consultant shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Consultant and this department to exceed \$25,000 in the fiscal year.

44. **Requiring Health Benefits for Covered Employees.** Consultant agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at [www.sfgov.org/olse](http://www.sfgov.org/olse). Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

44.1 For each Covered Employee, Consultant shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Consultant chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

44.2 Notwithstanding the above, if the Consultant is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

44.3 Consultant's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Consultant if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Consultant fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Consultant fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

44.4 Any Subcontract entered into by Consultant shall require the subconsultants to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Consultant shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the subconsultants of the obligations under the HCAO and has imposed the requirements of the HCAO on subconsultants through the Subcontract. Each Consultant shall be responsible for its

subconsultants' compliance with this Chapter. If a subconsultants fails to comply, the City may pursue the remedies set forth in this Section against Consultant based on the subconsultants failure to comply, provided that City has first provided Consultant with notice and an opportunity to obtain a cure of the violation.

**44.5** Consultant shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Consultant's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

**44.6** Consultant represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

**44.7** Consultant shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

**44.8** Consultant shall keep itself informed of the current requirements of the HCAO.

**44.9** Consultant shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on subconsultants and Subtenants, as applicable.

**44.10** Consultant shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

**44.11** Consultant shall allow City to inspect Consultant's job sites and have access to Consultant's employees in order to monitor and determine compliance with HCAO.

**44.12** City may conduct random audits of Consultant to ascertain its compliance with HCAO. Consultant agrees to cooperate with City when it conducts such audits.

**44.13** If Consultant is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Consultant later enters into an agreement or agreements that cause Consultant's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Consultant and the City to be equal to or greater than \$75,000 in the fiscal year.

#### **45. First Source Hiring Program**

**45.1 Application of Administrative Code Provisions.** The provisions of Chapter 83 of the San Francisco Administrative Code apply to this Agreement. Consultant shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

**45.2 First Source Hiring Agreement.** As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Consultant shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Consultants shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

**45.2.1** Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

**45.2.2** Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

**45.2.3** Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

**45.2.4** Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be non-duplicative, and facilitate a coordinated flow of information and referrals.

**45.2.5** Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a

City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

**45.2.6** Set the term of the requirements.

**45.2.7** Set appropriate enforcement and sanctioning standards consistent with this Chapter.

**45.2.8** Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

**45.2.9** Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

**45.3 Hiring Decisions.** Consultant shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

**45.4 Exceptions.** Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

**45.5 Liquidated Damages.** Consultant agrees:

**45.5.1** To be liable to the City for liquidated damages as provided in this section;

**45.5.2** To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

**45.5.3** That the Consultant's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the Consultant to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the Consultant from the first source hiring process, as determined by the FSHA during its first investigation of a Consultant, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the Consultant's failure to comply with its first source referral contractual obligations.

**45.5.4** That the continued failure by a Consultant to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the Consultant's continued failure to comply with its first source referral contractual obligations;

**45.5.5** That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

**45.5.5.1** The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

**45.5.5.2** In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a Consultant to comply with its first source referral contractual obligations.

**45.5.6** That the failure of Consultants to comply with this Chapter, except property Consultants, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

**45.6 Subcontracts.** Any subcontract entered into by Consultant shall require the subconsultants to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

**46. Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, Consultant may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Consultant agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Consultant violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Consultant from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Consultant's use of profit as a violation of this section.

**47. Preservative-treated Wood Containing Arsenic.** Consultant may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Consultant may purchase preservative-treated wood products on the list of environmentally preferable alternatives

prepared and adopted by the Department of the Environment. This provision does not preclude Consultant from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**48. Modification of Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Consultant shall complete and submit an Airport Federal Contract Modification – Federal Form 4 with every Modification of the Agreement.

**49. Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

**50. Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**51. Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

**52. Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

**53. Compliance with Laws.** Consultant shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such applicable local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time provided such amendments do not materially increase Consultant's obligations or liabilities under this Agreement, without additional compensation to the Consultant.

**54. Services Provided by Attorneys.** Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subconsultants of Consultant, will be paid unless the provider received advance written approval from the City Attorney.

**55. Supervision of Minors: Left Blank by Agreement of the Parties – Contract Does Not Involve Supervision of Minors.**

**56. Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

**57. Protection of Private Information.** Consultant has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are

incorporated herein as if fully set forth. Consultant agrees that any failure of Consultant to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Consultant pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Consultant.

**58. Graffiti Removal.** Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Consultant shall remove all graffiti from any real property owned or leased by Consultant in the City and County of San Francisco within forty eight (48) hours of the earlier of Consultant's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Consultant to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Consultant to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

**59. Food Service Waste Reduction Requirements.** Effective June 1, 2007, Consultant agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Consultant agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Consultant agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Consultant's failure to comply with this provision.



**60. Slavery Era Disclosure: Left Blank by Agreement of the Parties – Contract Not for Insurance or Applicable Financial Services or Textiles.**

**61. Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

**62. Dispute Resolution Procedure: Left Blank by Agreement of the Parties – Contract Not with Health or Human Services Nonprofit.**

**63. Airport Intellectual Property**

Pursuant to Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. All proposers, bidders, Consultants, tenants, permittees, and others doing business with or at the Airport (including subconsultants and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior consent.

**64. Labor Peace / Card Check Rule**

Without limiting the generality of other provisions herein requiring Consultant to comply with all Airport Rules, Consultant shall comply with the Airport's Labor Peace / Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No. 00-0049 (the "Labor Peace / Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace/Care Check Rule, Consultant shall, among other actions: (a) Enter into a Labor Peace/Care Check Rule Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his / her designee, within thirty (30) days after Labor Peace/Care Check Rule Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Consultant shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Airport Director or his / her designee (registered labor organization"), that Consultant is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Consultant shall provide notice to all registered Labor Organizations that Consultant is seeking to enter into such Subcontract; and (d) Consultant shall include in any subcontract with subconsultants performing services pursuant to any covered Contract, a provision requiring the subconsultants to comply with the requirements of the Labor Peace/Card Check Rule. If Airport Director determines that Consultant violated the Labor Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition to exercising all other remedies available to him / her.

#### **FEDERAL CONTRACT PROVISIONS**

**65. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

**65.1 Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**65.2 Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**65.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**65.4 Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Airport or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Airport or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**65.5 Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Airport shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

**65.5.1** Withholding of payments to the contractor under the contract until the contractor complies, and/or

**65.5.2** Cancellation, termination, or suspension of the contract, in whole or in part.

**65.6 Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Airport or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Airport to enter into such litigation to protect the interests of the Airport and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**66. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the Airport or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the Airport or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**67. DISADVANTAGED BUSINESS ENTERPRISES**

**67.1 Contract Assurance (§26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**67.2 Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City and County of San Francisco. The prime contractor agrees further to return retention payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City and County of San Francisco. This clause applies to both DBE and non-DBE subcontractors.

**68. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

**68.1** No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

**68.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

## **69. ACCESS TO RECORDS AND REPORTS**

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Airport, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## **70. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

## **71. RIGHTS TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

## **72. TRADE RESTRICTION CLAUSE**

**72.1** The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

**72.1.1** Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

**72.1.2** Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

**72.1.3** Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

**72.2** Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Airport cancellation of the contract at no cost to the Government.

**72.3** Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

**72.4** The contractor shall provide immediate written notice to the Airport if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

72.4.1 This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Airport cancellation of the contract or subcontract for default at no cost to the Government.

72.5 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

72.6 This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

## **77. TERMINATION OF CONTRACT**

77.1 The Airport may, by written notice, terminate this contract in whole or in part at any time, either for the Airport's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Airport.

77.2 If the termination is for the convenience of the Airport, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

77.3 If the termination is due to failure to fulfill the contractor's obligations, the Airport may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Airport for any additional cost occasioned to the Airport thereby.

77.4 If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Airport. In such event, adjustment in the contract price shall be made as provided in paragraph 1.2 of this clause.

77.5 The rights and remedies of the Airport provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

## **78. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Proposer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

## 79. LOWER TIER AGREEMENTS

The Architect hereby certifies to the Airport that it will comply with all applicable Federal laws, including but not limited to, the privileges and immunities clause of the 14th amendment, regulations, executive orders, policies, guidelines, requirements, State and local ordinances and regulations as they relate to this project. In addition, the Architect will comply with the following specific Federal statutes and guidelines and include them in any lower-tier agreement related to this contract:

79.1 Davis-Bacon Act – 40 U.S.C. 276(a), et. Seq.

79.2 Drug Free Workplace Act of 1988 - 41 U.S.C. 702 through 706

79.3 Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et. seq., amendment 70 FR 45308, August 5, 2005, Appendix B - Americans with Disabilities Act, Appendix D – Technical

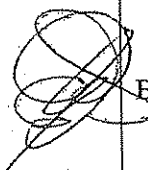
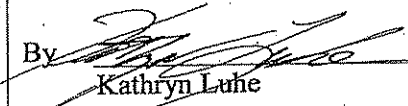
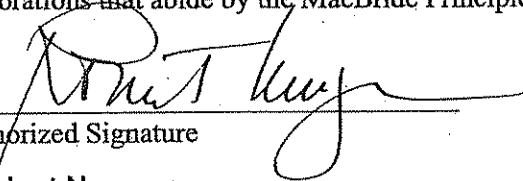
79.4 "The Architectural Barriers Act (ABA) (amended in 2005), which applies to all federal government buildings: The ABA requires that facilities designed, built, altered, or leased with federal funds be accessible to persons with disabilities. The ABA is enforced by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board). The current implementing standard under the ABA is the Architectural Barriers Act Accessibility Standard (ABAAS).

79.4.1 ABAAS applies to facilities designed, constructed, altered, or leased with Federal funds under the Architectural Barriers Act (ABA) except postal facilities, housing, and military facilities. The General Services Administration (GSA) adopted these standards and the standards became effective May 8, 2006 (February 6, 2007 for leased facilities) and replace the Uniform Federal Accessibility Standards (UFAS). ABAAS is available at: <http://www.access-board.gov/ada-aba/aba-standards-gsa.cfm>

## 80. OFFICIALS NOT TO BENEFIT

FAA Acquisition Management System (AMS) Clause 3.2.5-1, "Officials Not to Benefit" and Clause 3.2.5-7, "Disclosure Regarding Payments to Influence Certain Federal Transactions" are attached incorporated by reference into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

<p><b>CITY</b> AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO</p> <p>By:  _____ John L. Martin, Airport Director</p> <p>Attest:</p> <p>By _____ Jean Caramatti, Secretary Airport Commission</p> <p>Resolution No: <u>10-0328</u></p> <p>Adopted on: <u>November 23, 2010</u></p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By  _____ Kathryn Luhe Deputy City Attorney</p>	<p><b>CONSULTANT</b></p> <p>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p> <p>I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.</p> <p> _____ Authorized Signature Robert Newsom</p> <p>Printed Name Vice President</p> <p>Title Howard, Needles, Tammen &amp; Bergendoff California Architects, P.C.</p> <p>Company Name</p> <p>80722</p> <p>City Vendor Number</p> <p>160 Spear Street, Suite 1775</p> <p>Address</p> <p>San Francisco, CA 94105</p> <p>City, State, ZIP</p> <p>(415) 963-6700</p> <p>Telephone Number</p>
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**Appendices**

- A: Services to be provided by Consultant
- B: Calculation of Charges
- C: RFP and all Addenda



## APPENDIX A

### DESCRIPTION OF SERVICES

Provide all labor, equipment, services and material necessary to provide complete master architect services for the Replacement Airport Traffic Control Tower/Terminal 1 Complex Redevelopment Program. The following description of services and general design guidelines, including the scope of services detailed in the Contractors proposal dated September 7, 2010, and the Contractor's fee proposal dated November 23, 2010, are incorporated into this contract by reference as though fully set forth herein, shall be used as a general guide and is not intended to be a complete list of all work necessary to complete this Program. All of these Contract requirements shall flow down to all subconsultants and/or subcontractors.

- A. **TASK 1:** Task 1 provides for the formulation of a comprehensive Programming and Planning document for the Terminal 1 Complex Redevelopment to guide the project and integrate it with the development of the Federal Aviation Administration (FAA) Facilities. The Task 1 deliverables will ensure that the FAA Facilities are properly integrated with the existing Terminal 1 facilities and the long-term Terminal 1 Complex Redevelopment Program. The Master Architect (A/E) will study the building layouts and interfaces between the various terminals, boarding areas and FAA Facilities within the Terminal 1 Complex, layouts of the aircraft gates and ramp areas, passenger queuing and circulation, infrastructure planning, and exterior architectural aesthetic to ensure architectural congruency between Terminals 1 and 2, and the FAA Facilities. Task 1 includes the preparation of the following plans and reports:

- 1.1 **Program Management Plan:** The A/E will prepare a Program Management Plan which will identify the approach and procedures for managing the overall Program. The Program Management Plan will describe anticipated design activities and deliverables for each design discipline. The Program Management Plan will include a staffing plan, schedule and cost estimate for each element of the Project.
- 1.2 **Existing Conditions Report:** With the Airport's assistance, the A/E will obtain record documents for Terminal 1, Boarding Areas B and C, Terminal 2, Courtyard 2, and the surrounding airfield; and will identify additional information needed to develop an Existing Conditions Report. As part of this report, the A/E will prepare a plan of major underground utilities. The A/E will perform a site inspection and provide for a three dimensional laser scan of existing building construction at Terminal 1, Boarding Area B and C, Courtyard 2 and adjacent areas of Terminal 2. The A/E will provide for a detailed three dimensional as-built facility model, using Revit Architecture software or equal, to be used as the basis for future concepts. The A/E will include a technical description of existing systems categorized by discipline.
- 1.3 **Program Phasing Report:**



- 1.3.1** The Airport Commission has adopted a policy that no development of the Terminal 1 Complex Redevelopment Program will be undertaken until such time that forecast additional gate capacity is identified. The Airport has developed a series of preliminary phasing options with the intent to provide new and replacement facilities on a just-in-time basis for the forecasted additional gate capacity requirements at Terminal 1 and Boarding Area B. Critical to this analysis is the need to preserve operating gates during construction, so that the forecasted gate capacity requirements are maintained throughout the Program. A minimum of eight aircraft gates and hold rooms must be preserved at Boarding Area B during construction to meet this objective. The Airport's preliminary phasing options include incremental improvements over a multi-year duration (reference Exhibit 3 of the RFP). The Airport's preliminary phasing options assume that Terminal 1 and Boarding Area C will be renovated, and that Boarding Area B will be rebuilt.
- 1.3.2** The A/E will analyze the Airport's preliminary phasing options in collaboration with the Airport's Construction Manager, provide further options as necessary, and develop a Program Phasing Report and a final recommendation. The Program Phasing Report will include project limit lines for each phase, plans and requirements for temporary facilities, and required Airport and airline operations during construction. The A/E will work with the Airport to develop an implementation strategy that defines individual packages and phases for procurement. The A/E will collaborate with the Airport Construction Manager in the preparation of an overall development schedule based on the Program Phasing Report.

#### **1.4 Program Requirements Reports**

- 1.4.1 Long Term Terminal 1 / Boarding Area B and C Facility Requirements Report:** The A/E will prepare a comprehensive Long Term Terminal 1 / Boarding Area B and C Facility Requirements Report in collaboration with the Airport Planning and Environmental Affairs Department. The development of a comprehensive Facility Requirements Report will entail the following related tasks:

- 1.4.1.1 Review and Refinement of Updated Aviation Forecast:** The SFO Airport-wide aviation activity forecast was updated in February 2010. The A/E will review this FAA-approved forecast and refine it to determine near-term, medium-term, and long-term activity levels in Terminal 1, extending through and beyond its expected redevelopment. The A/E will consult with Airline and Airport representatives to estimate the anticipated future Airline and Aircraft mix through the forecast period. The A/E will then incorporate the Airport-wide forecast and the construction phasing plans to match anticipated gate demand with gate availability throughout the various phases of the project, with the goal of phasing the project to minimize service disruption and provide adequate gate capacity for the Airport throughout the redevelopment schedule.
- 1.4.1.2 Develop a Gated Schedule and Determine Peak Passenger Demand Characteristics:** After the A/E has developed a refined forecast and fleet mix for Terminal 1, this forecast must then be translated into "peak

month, average day" (PMAD) activity levels and gated schedules for the facility. The A/E will provide separate gated schedules for the ultimate 32-gate build out of Terminal 1, as well as a schedule for each of the intermediate phases of the phasing plan, reviewing near- and medium-term airline relocation plans and tying them to expected activity levels and fleet mix. The A/E will then use these gated schedules to derive peak passenger flows for corresponding levels of activity for each phase of the project.

1.4.1.3 Review and Revise the Terminal 1 Planning & Programming Document: Upon completion of Gated Schedules, the A/E will use the derived peak passenger flow data to revise the existing Terminal 1 Planning & Programming Document. The current version of the document lists ultimate program requirements for the completed Terminal 1 redevelopment that were developed based on an outdated forecast from 2007. On the basis of the newly created gated schedules, the A/E will update the ultimate program requirements, as well as create new sets of program requirements for each of the intermediate phases.

1.4.1.4 Create Phased Development Drawings: Based on the updated Planning & Programming Document, the A/E will create a set of phased development drawings for the Terminal 1 project, incorporating the new program requirements and depicting them through the various phases of the project. As necessary, the A/E will make necessary adjustments or refinements to the preferred conceptual scheme to accommodate the new requirements in each project phase.

1.4.1.5 The A/E's Facilities Requirements Report will include the following information, which is not intended as a complete list:

1.4.1.5.1 Long Term Terminal 1 / Boarding Area B and C Passenger Demand Factors and Characteristics (Narratives and Tables)

1.4.1.5.1.1 Refined Terminal 1 forecast for ultimate build-out as well as intermediate phases, including: Gate Demand, and Annual Enplaning and Deplaning Passengers

1.4.1.5.1.2 Gated Peak Month, Average Day (PMAD) Schedules for ultimate 32-gate build-out, as well as all intermediate phases of the project

1.4.1.5.1.3 Passenger Flow Modeling Data corresponding to PMAD schedules, including: Load Factor assumptions, Originating and Enplaning Passengers, Deplaning Passenger Distribution, Earliness Distribution, Check-in Utilization Assumptions and Transaction Times,

Passenger Security Screening and Baggage Screening, and Well-wishers and Meeter / Greeters, and Refined Phasing Drawings Reflecting Updated Forecast Data, Retail and Food and Beverage Concessions Market Study

1.4.1.5.2 Revised and Updated Terminal 1 Planning and Programming Document (Narratives and Tables)

- 1.4.1.5.2.1 Level of Service Criteria
- 1.4.1.5.2.2 Performance Criteria
- 1.4.1.5.2.3 Adjacency / Co-dependency Requirements
- 1.4.1.5.2.4 Passenger Processing
- 1.4.1.5.2.5 Space Requirements by Level and Category, Square Foot Calculations
- 1.4.1.5.2.6 Future Expansion Requirements
- 1.4.1.5.2.7 Check-in Facilities
- 1.4.1.5.2.8 Security Screening Checkpoints – Passenger and Employee
- 1.4.1.5.2.9 Aircraft Parking and Fleet Mix Based on Projected Peak Flight Schedules and Carrier Type (Low Cost, Hub etc.)
- 1.4.1.5.2.10 Boarding Area Hold Rooms by Aircraft Category and Circulation
- 1.4.1.5.2.11 Vertical Circulation
- 1.4.1.5.2.12 Outbound Baggage, In-Line Explosives Detection System, Outbound Baggage Makeup
- 1.4.1.5.2.13 Inbound Baggage Off-load, Baggage Claim and Arrivals Lobby
- 1.4.1.5.2.14 Concessions Retail and Food and Beverage Facilities Program, Types and Size of Facilities
- 1.4.1.5.2.15 Restrooms
- 1.4.1.5.2.16 Airline and Airside Support
- 1.4.1.5.2.17 Administrative Space
- 1.4.1.5.2.18 Passenger Amenities
- 1.4.1.5.2.19 Secure Corridors
- 1.4.1.5.2.20 International Arrivals Secure Corridor between Boarding Area B and International Terminal Federal Inspections Area
- 1.4.1.5.2.21 Curbside
- 1.4.1.5.2.22 Public Transportation
- 1.4.1.5.2.23 Integration with FAA Facilities and Airport Facilities at Courtyard 2
- 1.4.1.5.2.24 Security, Telecommunications, and Terminal Operations Systems

- 1.4.1.5.2.25 AutoCAD drawings of the proposed ultimate 32-gate Terminal 1 layout as well as all intermediate phases, incorporating major elements of the terminal requirements for each phase, based on the updated requirements document.

**1.4.2 Airport Traffic Control Tower and Integrated Facility Requirements Report:** The FAA has provided a San Francisco Airport ATCT Requirements Document Dated February 3, 2010, which describes the ATCT programming requirements (reference Exhibit 4 of the RFP). Additionally, the Airport anticipates a three story Integrated Facility at the base of the ATCT, which includes both Airport and FAA spaces at Levels 1 and 2, along with a mezzanine that will be required to meet the remaining FAA Offices and support space needs. The ATCT and Integrated Facility Requirements Report is time sensitive, due to schedule commitments made by the Airport to the FAA. The A/E will expedite this information as a priority in accordance with scheduling requirements to be provided by the Airport. The A/E's Facilities Requirements Report will include the following information in addition to the FAA ATCT Requirements, which is not intended as a complete list:

1.4.2.1 Facility Requirements (Narratives and Tables), to include:

- 1.4.2.1.1 Integrated Facility Space Requirements by Level and Category, Square Foot Calculations
- 1.4.2.1.2 FAA and Airport Utilities Requirements
- 1.4.2.1.3 Passenger Circulation Load Factors and Widths
- 1.4.2.1.4 Concessions
- 1.4.2.1.5 Airport Restrooms
- 1.4.2.1.6 Integration with Secure Corridor
- 1.4.2.1.7 Integration with Terminal 1/ Boarding Area C and Terminal 2 / Boarding Area D

**1.4.3 Existing Terminal 2 ATCT and Office Tower Demolition:** The Airport will demolish the Terminal 2 ATCT and office tower supporting the ATCT after activation of the new ATCT at Courtyard 2. The third floor office tower mezzanine will remain, and a new exterior enclosure will replace the demolished structure. The Airport will contract separately for programming, design and construction of these improvements. No work is required under this Facilities Requirements Report.

**1.4.4 Terminal 1 and 2 Secure Corridor Facility Requirements Report:** The Airport will concurrently develop a secure passenger corridor connecting Terminal 2 / Boarding Area D and the ATCT Integrated Facilities, under separate design and construction contracts. The secure corridor will connect Terminal 2 / Boarding Area D to the ATCT Integrated Facilities by either an existing right of way within Terminal 2 or a stand-alone bridge structure. The ATCT Integrated Facilities will incorporate a portion of the secure corridor with a connection to Terminal 1 / Boarding Area C. The A/E's Terminal 2 Secure Corridor Report will include the following information, which is not intended as a complete list:

1.4.4.1 Facility Requirements (Narratives and Tables), to include:

- 1.4.4.1. Space Requirements by Category, Square Foot Calculations
- 1.4.4.2. Passenger Circulation Load Factors and Widths
- 1.4.4.3. Integration with Terminal 2 / Boarding Area D
- 1.4.4.4. Corridor Routing Alternatives Comparison and Final Recommendation

**1.4.5 Boarding Area C Entrance Requirements Report:** The Airport will redevelop the Boarding Area C entrance area concurrently with the ATCT and Integrated Facilities, under separate design and construction contracts. The security checkpoint will be optimized for TSA screening, passenger queuing and circulation. The secure corridor will be located behind the Boarding Area C security checkpoint. Airport restrooms and concessions will be relocated and reconfigured. The A/E's Boarding Area C Entrance Report will include the following information, which is not intended as a complete list:

1.4.5.1 Facility Requirements (Narratives and Tables), to include:

- 1.4.5.1.1 Boarding Area C Entrance Space Requirements by Level and Category
- 1.4.5.1.2 Square Foot Calculations
- 1.4.5.1.3 Passenger Circulation Load Factors and Widths
- 1.4.5.1.4 Security Checkpoint Throughput Requirements, Aisles, Queue Requirements, Support Facilities Based on Forecasted Peak Flight Schedules
- 1.4.5.1.5 Integration With ATCT Integrated Facilities, Including Pre-Security Pedestrian Corridor, Secure Corridor, Airport Restrooms, Concessions, Courtyard 2 Loading Dock, Trash Removal, Parking Access
- 1.4.5.1.6 Concession Program Requirements
- 1.4.5.1.7 Vertical Circulation
- 1.4.5.1.8 Future Terminal 1 Secure Corridor Connecting Boarding Areas C and B

**1.5 Program Summary Report:** The A/E will compile its reports and conclusions, based on stakeholder input, into a comprehensive Programming Summary Report for publication. The A/E will provide summary presentations to the stakeholders and incorporate final feedback as appropriate. Based on the Airport, FAA and airline approval of the Programming Summary Report, the Airport will authorize the A/E to proceed with the Conceptual Plan.

**1.6 Conceptual Plan – A Compilation and Conclusion Based on the Following Reports:** Based on the approved Program Summary Report, the A/E will prepare a minimum of three conceptual design alternatives that will illustrate the functionality and aesthetic characteristics of the Replacement Air Traffic Control Tower/Terminal 1 Complex Redevelopment Program. Each conceptual design alternative will describe incremental improvements for a phased development, in accordance with the Program Summary and Phasing Report. The A/E will provide for a summary of the three Task 1 Conceptual Plan alternatives, and will lead presentations to the Airport, FAA and airline stakeholders for the selection of a preferred

alternative. The A/E will incorporate the preferred alternative into a 3-D model presentation, using Revit Architecture software or equal. The A/E will provide for electronic colored renderings, using selected floor plans, elevations and sections from the 3-D model. The A/E will provide for a password protected FTP site to allow the Airport and its designees to obtain presentation materials. The A/E will present the preferred alternative Conceptual Plan to the San Francisco Civic Design Commission for approval. The A/E will have completed Task 1 when the Airport, FAA and airline stakeholders, and the San Francisco Civic Design Commission approve the final Conceptual Plan. The Airport will then authorize the A/E to proceed with Task 2.

The concepts include, but are not limited to the following:

- 1.6.1 ATCT and Integrated Facility Concepts:** The A/E will provide for a minimum of three ATCT and Integrated Facility Concepts based on the FAA's Airport ATCT Requirements Document, the approved Task 1 Airport Traffic Control Tower and Integrated Facilities Requirements, Program Summary and Phasing Reports. The ATCT and Integrated Facility Concepts will be integrated with existing Terminal 2, new Terminal 2 Secure Corridor, new Boarding Area C Entrance, existing Terminal 1 and Boarding Area C facilities, and long term Terminal 1 Complex alternatives.
- 1.6.2 Terminal 2 Secure Corridor Concepts:** The A/E will provide for a minimum of three Terminal 2 Secure Corridor Concepts based on the previously approved Terminal 2 Secure Corridor Requirements, Program Summary and Phasing Reports. Terminal 2 Secure Corridor Concepts will be integrated with the new ATCT and Integrated Facilities, new Boarding Area C Entrance, existing Terminal 2, and long term Terminal 1 Complex alternatives.
- 1.6.3 Boarding Area C Entrance Concepts:** The A/E will provide for a minimum of three Boarding Area C Entrance Concepts based on the previously approved Boarding Area C Entrance Requirements, Program Summary and Phasing Reports. Boarding Area C Entrance Concepts will be integrated with the new ATCT and Integrated Facilities, new Terminal 2 Secure Corridor, existing Terminal 1 and Boarding Area C facilities, and long term Terminal 1 Complex alternatives.
- 1.6.4 Aircraft Parking Concepts:** A controlling factor and a first step in the development of a conceptual design of the long term Terminal 1 Complex Redevelopment is the aircraft parking plan. This fundamentally affects the Terminal 1 Complex concepts. The A/E will provide for a detailed aircraft parking plan, including taxiways, passenger boarding bridges and ground service equipment access, in accordance with the long term Terminal 1 Complex Redevelopment Requirements, Program Summary and Phasing Reports.
- 1.6.5 Airfield Civil Concepts:** The A/E will provide for a concept for each phase of airfield civil work, including aircraft parking, vehicle service roads, taxiways, courtyards, and underground utilities. The A/E, in collaboration with the Airport Construction Manager, will provide for an airfield phasing map indicating civil construction areas, construction access and uninterrupted flight operations.
- 1.6.6 Passenger Processing Concepts:** The A/E will provide for a comprehensive passenger processing plan for enplaning and deplaning passengers as a basis for the

conceptual design. Passenger convenience is the Airport's highest priority. The passenger processing plan will provide for incremental improvements for a phased development, in accordance with the Program Phasing Report. This includes, but is not limited to the following:

- 1.6.6.1 Public and Private Transportation Access Plan
- 1.6.6.2 Curbside Drop Off / Curbside Check-in, Building Entrance Plan
- 1.6.6.3 Pre-security Pedestrian/Passenger Circulation Plan
- 1.6.6.4 Ticket Counter, Baggage Drop Off, and Boarding Pass Counter Check-in Plan, incorporating both Common Use Passenger Processing Systems, and Proprietary Passenger Processing Systems
- 1.6.6.5 Passenger Security Checkpoint and Queue Plan (Emphasis on Expandability / Flexibility)
- 1.6.6.6 Secure Corridor Plan Connecting Terminal 2, Terminal 1, and International Terminal
- 1.6.6.7 Post Security Re-composure, Concourse and Hold room Plan in coordination with the Aircraft Parking Plan
- 1.6.6.8 Airline Lounge Plan
- 1.6.6.9 Security Checkpoint Exit and Meeters / Greeters Area Plan
- 1.6.6.10 Baggage Claim and Baggage Service Offices Plan
- 1.6.6.11 Building Exit, Arrivals Pick-up Plan
- 1.6.6.12 Restroom Plan
- 1.6.6.13 Vertical Transportation Plan
- 1.6.6.14 Intuitive Wayfinding Study
- 1.6.6.15 Help Desks and Amenities

**1.6.7 Concessions Concepts:** The A/E will provide for a comprehensive retail and food and beverage concessions plan based on the Retail and Food and Beverage Concessions Market Study as a basis for the conceptual design. The cost per enplaned passenger is significantly offset by concessions revenue, and is therefore an Airport priority. Concessions are located primarily on the secure side of the Terminal and in the Boarding Areas. The concessions plan will provide for incremental improvements for a phased development, in accordance with the Program Phasing Report. This includes, but is not limited to the following:

- 1.6.7.1 Individual Airport Concession Leases and Concessionaires with Local Contextual Offerings
- 1.6.7.2 Food Courts with Quick Serve Restaurants and Central Seating
- 1.6.7.3 Sit Down Restaurants
- 1.6.7.4 Market Places
- 1.6.7.5 Square Foot Calculations
- 1.6.7.6 Sustainable Menu and Operations
- 1.6.7.7 Retail Streets
- 1.6.7.8 Maximized Passenger Exposure
- 1.6.7.9 Unified Storefront and Signage
- 1.6.7.10 Employee / Delivery / Trash Removal / Circulation Separated From Passengers
- 1.6.7.11 Concessions Storage, Delivery and Trash Removal

**1.6.8 Sustainability Concepts:** The A/E will provide for a comprehensive sustainability plan for LEED Gold certification as a basis for the conceptual design. The sustainability plan will provide for incremental improvements for a phased development, in accordance with the Program Phasing Report. This includes, but is not limited to the following:

- 1.6.8.1 Existing Building Re-use and Recycling
- 1.6.8.2 Sustainable Building Materials
- 1.6.8.3 Energy Conservation
- 1.6.8.4 Alternative Energy Sources
- 1.6.8.5 Sustainable Operations

**1.6.9 Baggage Handling System Concepts:** The A/E will provide for a common use baggage handling system plan, serving Terminal 1, Boarding Area B and C. An alternative is to provide for two baggage handling systems, each serving one of the two boarding areas. The baggage handling system plan will provide for incremental improvements for a phased development, in accordance with the Program Phasing Report. This includes, but is not limited to the following:

- 1.6.9.1 In-line Explosives Detection System Screening, PGDS Compliance
- 1.6.9.2 Sortation for Multiple Airlines
- 1.6.9.3 Processing Time Estimates
- 1.6.9.4 Conceptual Functional Description
- 1.6.9.5 Curbside, Ticket Counter, Out of Gauge, Oversize Baggage Feeds
- 1.6.9.6 Full Redundancy, Load Balancing
- 1.6.9.7 Enclosed / Expandable / Flexible Checked Bag Reconciliation Areas
- 1.6.9.8 Baggage Makeup at the Boarding Areas Adjacent to Aircraft
- 1.6.9.9 Common Use and/or Proprietary Use Claim Units
- 1.6.9.10 Transfer Line to International Terminal Supported From a Pedestrian Bridge

**1.6.10 Support Facilities Concepts:** The A/E will provide for a comprehensive support facilities plan. The support facilities plan will provide for incremental improvements for a phased development, in accordance with the Program Phasing Report. This includes, but is not limited to the following:

- 1.6.10.1 Airline Lounges
- 1.6.10.2 Airline Ticket Offices
- 1.6.10.3 Airline Ramp Offices
- 1.6.10.4 Employee and Delivery Checkpoint, and Separated Circulation
- 1.6.10.5 Truck Deliveries and Trash Removal
- 1.6.10.6 Airport Administrative and Vendor Offices
- 1.6.10.7 Square Foot Calculations
- 1.6.10.8 Ramp Access Points
- 1.6.10.9 Tour Bus Parking

**1.6.11 Code Analysis:** The A/E will perform a building code analysis to identify classifications, egress requirements, and fire/life safety requirements as the basis for conceptual design. The A/E will meet with Airport Bureau of Inspection and Code



Enforcement (BICE) and the San Francisco Fire Marshal to agree on the requirements.

**1.6.12 Architectural Concepts:** The A/E will provide for a minimum of three overall Architectural Concepts, taking into account the Program Summary, Phasing Reports, and other Airport Design Concepts listed above.

1.6.12.1 The Airport is largely characterized by the International Terminal. However, the new Aircraft Traffic Control Tower will become an important visual element due to its size, proportions and location. The exterior architecture of Terminal 1, the ATCT and Integrated Facilities, and Terminal 2 will be cohesive. Flamboyant or iconic architecture, competing for attention with surrounding buildings, is to be avoided. The Airport will not consider replacing Terminal 1, but will renovate the facility in phases. Terminal 1 is an obsolete facility, characterized by a shallow departures hall, narrow circulation aisles, crowded security checkpoints and passenger queues, and an outdated pre-security concessions program. Small individual airline baggage handling systems were each converted for in-line explosives detection systems at the ground floor after 9/11, with no sharing of capacity for efficiency.

1.6.12.2 Boarding Area B will be replaced in phases as capacity requirements warrant. The soil conditions at the Airport are fill over bay mud. The existing Boarding Area B spread footings are not pile supported and the building has settled over 2 feet. The Airport is currently in the process of underpinning the foundations in certain areas to prolong the short term life of the building. The Boarding Area B concourse and hold rooms are undersized, and building systems are at the end of their useful life.

1.6.12.3 SFIA competes with other regional airports. Capital projects, such as the Terminal 1 Complex Redevelopment Program drive up the rates and charges to the airlines and the cost per enplaned passenger, and therefore affect the Airport's competitiveness. Limited development, cost containment, and just in time delivery are to be considered by the Master Architect as the Airport priorities.

**1.6.13 Structural Concepts:** The A/E will provide for a structural concept and recommend an integrated approach to the program facilities. The concept will take into account the Program Summary and Phasing Reports and the required continuous operations. The Airport's bay mud soil conditions and nearness to the San Andreas Fault have a fundamental affect on the structural engineering. The FAA facilities structure will require blast protection and blast containment.

**1.6.14 Mechanical, Plumbing, Electrical, Fire Protection Concepts:** The A/E will provide for a concept of each system and recommend an integrated conceptual approach to the program facilities. The concept will take into account the Program Summary and Phasing Reports, required continuous operations, Airport campus central systems, and existing utilities serving the site. Due to age, obsolescence, LEED requirements, and common use requirements; most of these systems will be

incrementally replaced with new. The FAA facilities will require independent systems in accordance with FAA specifications.

**1.6.15 Security, Telecommunications and Terminal Operations Systems Concepts:** The A/E will provide for a concept for each system and recommend an integrated conceptual approach to the program facilities. The concept will take into account the Program Summary and Phasing Reports, required continuous operations, Airport campus central systems, and existing utilities serving the site. The FAA facilities will require independent systems in accordance with FAA specifications (reference Exhibit 4 of the RFP). Airport systems include, but are not limited to the following:

- 1.6.15.1 Airport wide Lenel access control system
- 1.6.15.2 Airport wide CCTV and video recording systems
- 1.6.15.3 Airport wide redundant fiber optic cable backbone system
- 1.6.15.4 Telecommunications and data special systems rooms (SSR's) and adjacent tenant wiring closets (TWC's)
- 1.6.15.5 Airport owned V-LAN telecommunications and data distribution drops
- 1.6.15.6 Cisco telecommunication switches, racks and connections
- 1.6.15.7 Airport wide ARINC Airport Operational Data Base (AODB)
- 1.6.15.8 Common Use Passenger Processing System (CUPPS), and/or airline proprietary systems
- 1.6.15.9 Airport wide common use flight information, baggage information, gate information, and ticket counter information display systems (FIDS, BIDS, GIDS and CIDS)
- 1.6.15.10 Airport wide visual paging display system
- 1.6.15.11 Airport wide dynamic sign display system for directories and announcements
- 1.6.15.12 Airport wide free public area WIFI vendor system
- 1.6.15.13 Airport wide ramp level WIFI system
- 1.6.15.14 Airport wide public area and hold room public address system
- 1.6.15.15 Fire alarm system, control panels, and annunciation
- 1.6.15.16 Airport and airline radio systems
- 1.6.15.17 Airport wide master clock system

**1.6.16 Operational Evaluation of Program Requirements for Terminal 1 Using Simulation Modeling (CAST Terminal simulation program or equal):** The A/E will provide for simulation modeling to determine the following:

- 1.6.16.1 Verify Program Requirements
- 1.6.16.2 Passenger Level of Service Including Wait Times and Queue Lengths
- 1.6.16.3 Check-In Processes
- 1.6.16.4 Passenger Security Screening Checkpoints
- 1.6.16.5 Baggage Claim
- 1.6.16.6 Gated Design Day Flight Schedule Based On High Gate Utilization

**1.6.17 Conceptual Cost Estimate:** The A/E will provide for Conceptual Cost Estimates, based on the three Task 1 Conceptual Plan alternatives. The A/E and Airport Construction Manager will coordinate cost estimating, value-engineering and constructability analysis. The Conceptual Cost Estimates will include an estimate for

each phase in accordance with the Program Phasing Report and will separate FAA costs. The A/E will participate in the Airport Construction Manager's Conceptual Cost Check Estimate report presentations and coordination meetings.

- B. TASK 2:** Task 2 provides for the professional services required to develop the 45% complete Design Development bridging documents for the ATCT and Integrated Facility. The ATCT will be designed as a Major Activity Level (MAL) ATCT. The 45% Design Development bridging documents will comprehensively describe the scope and quality of all elements of the ATCT and Integrated Facility, in accordance with Airport, FAA, Federal, State and Local requirements, and will be used by the Airport to prepare an RFQ / RFP for a Design-Build Contractor.
1. The 45% Design Development bridging documents will be coordinated with design of adjacent and interconnecting Airport projects to be developed concurrently, including the Secure Corridor between Terminals 1 and 2, and the Boarding Area C Entrance.
  2. The FAA will require approximately 30 days to review and issue comments at each of the review stages. The time required for review is considered part of the performance time. All work under this Agreement shall be performed in accordance with this Scope of Services, technical input from the FAA, building codes, FAA design orders and standards, guidelines, and SFIA standards. The A/E shall furnish sufficient skilled technical, supervisory, and administrative personnel to ensure the expeditious prosecution of the work.
  3. The 45% Design Development bridging documents will include FAA proprietary equipment and systems for the ATCT and FAA Facility. The FAA will design, furnish and install other equipment that will be incorporated in the 45% Design Development bridging documents for reference and coordination.
  4. The FAA Terminal Facilities Standard Designs and an A/E Project Manual (reference Exhibits 4 and 7A of the RFP) describe the FAA's requirements, and shall be used as a reference by the Proposers to determine the scope of services with the following two exceptions:
    - a. The FAA A/E Project Manual is written for a professional services agreement with the FAA. The A/E will contract with the Airport for this professional services agreement. The Airport will be solely responsible to provide all direction to the A/E in writing.
    - b. The FAA A/E Project Manual describes the requirements for the scope of services for the 35%, 70% and 100% design milestones. The A/E's scope includes only the scope of services up to and including the 45% design milestone.
  5. The A/E will design the ATCT and Integrated Facility as an essential facility, taking into account the fill on bay mud soil conditions and the nearness to the San Andreas Fault. The FAA standards require security setbacks for the ATCT and FAA Facility from adjoining public areas. Due to the Courtyard 2 site constraints, the ATCT and FAA Facility will not be in compliance with the setback requirements and will be designed for blast protection and blast containment. The FAA has prepared a Structural Engineering Scope of Work (reference Exhibit 7C of the RFP) for the ATCT and FAA Facilities which shall be used as a reference by the Proposers to determine the scope of services.
  6. This Scope of Services for Task 2 will require civil, architectural, structural, mechanical, fire protection, electrical, and electronics engineering disciplines as well as project management,

drafters, specification writers, interior designers, and administrative personnel. This Scope of Services will also require land surveying, geotechnical subsurface investigation, soil analysis, security/blast design, and electrical (short circuit analysis and protective device coordination) services.

7. Design criteria for this project will include the materials and guidance specified herein, as well as the current editions of the San Francisco and California Building Codes, SFIA Tenant Improvement Guide, and applicable FAA Orders and Standards. FAA publications will have first priority; however, if a conflict arises between publications, the A/E shall submit a request for resolution to the Airport Project Manager. SFIA is the Building Inspection and Code Compliance Authority having jurisdiction.
8. Although not a complete list of applicable FAA Standards and Orders, the FAA Representative can furnish the following applicable documents to the successful A/E Proposer upon request:
  - a. Executive Order 13514 Federal Leadership in Environmental, Energy, and Economic Performance
  - b. FAA-AC 70/7460-1J Obstruction Marking and Lighting
  - c. FAA-C-1217f Interior Electrical Work
  - d. FAA Order 1050.1E Change 1 – Environmental Assessment
  - e. FAA Order 1600.69B FAA Facility Security Management Program
  - f. FAA Order 6000.35 Use of Brand Name or Equal in FAA Construction Specifications
  - g. FAA Order 6000.36A Communications Diversity
  - h. FAA Order 6480.8A Change 2 – Fire/Life Safety Systems
  - i. FAA Order 6489.7E Airport Traffic Control Towers and Terminal Radar Approach Control Facility Design Guidelines
  - j. FAA Order 6950.2D Change 1. Electrical Power Policy Implementation at National Airspace System Facilities
  - k. FAA Order 6950.27 Short Circuit Analyses and Protective Device Coordination Study
  - l. FAA San Francisco Requirements Document/Requirements Document Workbook, dated February 3, 2010
  - m. FAA-STD-002f US DOT FAA Standard Engineering Drawing Preparation & Support
  - n. FAA-STD-019e Lightning Protection, Grounding, Bonding and Shielding Requirements for Facilities
  - o. FAA-STD-1391b Installation and Splicing of Underground Cables
  - p. 29 CFR 1960.20 Alternate Standard for Fire Safety in ATCT's and FAA 29 CFR 1960.20 Enhanced Checklist

**2.1 Quality Assurance:** The A/E will be responsible for checking and coordinating all drawings and specifications. The A/E is responsible for producing complete, properly coordinated, and thoroughly checked design documents in accordance with the agreed schedules. A constructability review may be conducted by the Airport's Construction Manager. The A/E shall review and incorporate the constructability comments at no additional cost.

**2.2 Quality Control:** The A/E shall have a quality control program to minimize errors and/or deficiencies. The A/E shall perform independent technical reviews and correct all errors and deficiencies in the design documents prior to submitting them to the Airport. The designs provided by the A/E at the various review stages will be reviewed by Airport and FAA users.

and/or other representatives for conformance with the contract requirements. Airport and FAA comments will be tabulated by the Airport Project Manager and submitted to the A/E. The A/E shall respond to all comments by compliance, or by providing an acceptable explanation of noncompliance. The A/E shall indicate the nature and location of the disposition next to the comment.

- 2.3 Trade Names and Proprietary Items:** The use of trade names and/or proprietary items shall be avoided. Also, the A/E shall not draft specification sections by adopting a manufacturer's specification or description of a particular commercial article.
- 2.4 Construction Cost Estimate:** The A/E construction cost estimate submitted with the concept will be used for programming and budgeting purposes. The A/E shall design the project within the programmed funds. If, at any time, it becomes apparent that the project cost will exceed the programmed amount, the A/E shall notify the Airport Project Manager immediately. The A/E shall suggest cost savings measures. These cost saving measures are considered part of the basic design. The 45% milestone construction cost estimate shall be supported by a complete written takeoff which is organized and correlated with the design documents. The cost estimate shall be subtotaled at the end with provisions made for the prime contractor's overhead, profit, bonding, and applicable location factor(s).
- 2.5 Life Cycle Costs:** The A/E is responsible for designing the facility for the lowest total life cycle cost including construction cost and accumulated maintenance and operating cost for the duration of the design life, which is assumed to be 25 years. This analysis shall be accomplished by providing design options, and with life cycle cost comparisons. Cost comparisons for mechanical and onsite renewable energy systems shall be computed on a life cycle cost basis of 40-years in accordance with the Energy Independence and Security Act of 2007.
- 2.6 Austerity in Design:** Efforts shall be made to produce aesthetically pleasing structures with due consideration for economy of design and without resorting to purely decorative features. Energy conservation and value engineering (VE) are also important design considerations.
- 2.7 Site Investigations:** The A/E shall conduct site investigations to complete the project documentation and to determine the full parameters by which the design will be accomplished. Documentation shall include subsurface and geotechnical investigations, as well as existing utility and topographic surveys.
- 2.8 Geotechnical Investigations:** The geotechnical investigations and reports are the responsibility of the A/E. Adequate information shall be obtained for use by designers of structures, grading, drainage, disposal fields, and other features.
- 2.9 Studies:** The geotechnical studies and soil analyses shall include bearing capacity, soil resistivity, soils classifications, and any other analyses deemed necessary by the A/E. The geotechnical studies/analysis shall include foundation and pavement design recommendations.
- 2.10 Communications Routing:** During the site investigations, the existing FAA and Airport duct bank routes shall be researched to determine suitability for FAA use. The A/ shall prepare an inventory of the existing duct banks and their identifications, and submit it to the Airport

Project Manager. The site investigation and 45% complete design shall include connectivity to the existing control tower, airfield lighting controls, and other connectivity as required for continual operations during cutover.

- 2.11 **Surveying:** All surveying shall be accomplished by, or under supervision of, a professional land surveyor holding a current license issued by the State of California. Original field notes, computations, aerial negatives, photographs, and maps, without alteration, shall be furnished to the Airport when the project is completed. Topographical surveys shall be provided for construction purposes.
- 2.12 **Architectural Rendering:** The A/E shall develop an architectural rendering of the new ATCT and Integrated Facilities once the building elevations, finishes, and colors have been finalized. A preliminary rendering shall be submitted for review prior to generating the final version.
- 2.13 **Drafting:** The drawings generated for this project shall be computer-drawn to scale, and on E-sized sheets. All drawings shall be compliant with FAA-STD-002f.
- 2.14 **Project Schedule:** The A/E shall develop a detailed schedule that outlines all of the engineering activities, including submittals and review times, for this project from start to finish. The schedule shall be generated and maintained with Primavera software, and shall show the critical path and float between activities.
- 2.15 **Design Data Handbook:** The A/E shall develop and submit a "Design Data Handbook" as part of the engineering phase of this project. The Design Data Handbook shall include a narrative of the "basis of design" for all the systems in the building (i.e. civil, structural, mechanical, electrical, security, fire protection, etc.). The narratives shall include information on the system selected, how it functions, reasons why it was selected, advantages over other systems considered, expected design life (if applicable), and other pertinent information.
  - 2.15.1 **Site:** Courtyard 2 will be a shared use site, including but not limited to Terminal 1 and 2 employee drop-off area, vendor truck parking, loading dock, trash compactors and inbound baggage drop-off lane. The San Francisco Police Department and the FAA will require parking on-site. There will be an automated AOA access gate and fire access lane.
  - 2.15.2 **General Layout:** The Integrated Facilities ground floor will include, but not limited to, utility connections, FAA dedicated emergency power generator, underground fuel tank, electrical switchgear, emergency egress and vertical transportation.
    - 2.15.2.1 The Integrated Facilities second floor will include, but not limited to, FAA offices, pre-security passenger connecting corridor between Terminal 1 and 2, new finished restrooms and concessions shell spaces serving the Boarding Area C Entrance, post security connecting corridor between Terminal 1 and the Terminal 2 Connecting Corridor, emergency egress and vertical transportation. The A/E will coordinate the Integrated Facilities with adjacent Airport projects.

- 2.15.2.2 The Integrated Facilities mezzanine level will include, but not limited to, FAA Offices, emergency egress and vertical transportation. Depending on the A/E's design concept, a mechanical penthouse may be necessary.
- 2.15.2.3 The ATCT cab is described under the FAA Requirements Document. The A/E will design the ATCT cab as a finished shell space including HVAC, power, security and telecommunications infrastructure. The FAA will design, furnish and install consoles and equipment. The cab roof structure will be cantilevered to avoid visual obstructions by columns. The cab will utilize laminated glazing units with butt-glazed joints using structural silicone.
- 2.15.2.4 The ATCT shaft will be designed with no administrative or operational functions, and with an elevator and two separate stairways. Vertical shafts will be designed within the ATCT shaft footprint to route utilities.
- 2.15.2.5 The ATCT structure will include administrative, operational, and environmental functions near the top of the shaft in support of the control cab. Several levels may be needed to house all of the necessary functions, and these levels will require larger footprints than the non-functional shaft. Reference the *Spaced Allocation Chart* for expected functions to be housed on the levels beneath the control cab. The A/E will provide alternatives to house functions within the Integrated Facilities in accordance with FAA rules, including distance requirements from the cab. The A/E will minimize the diameter and mass of the ATCT in proportion to its height.
- 2.15.2.6 Pressurization in stairways will be required. The design shall also comply with the FAA's airport traffic control tower alternate design standard (29 CFR 1960.20).
- 2.15.2.7 The FAA Integrated Facility Offices shall be designed with its own elevators that do not serve the ATCT. Consideration shall be given to 25% future expansion of FAA operational spaces. The A/E shall consider electrical and mechanical system capacities, and methods for expansion to accommodate the 25% expansion of operational spaces. The square footage of the individual rooms, as well as the entire facility, shall comply with the total allowable square footages provided, unless otherwise approved by the Airport and FAA.

**2.15.3 Architecture:** The A/E shall prepare an architectural programming document that clearly identifies the comprehensive needs for the spaces including room dimensions, privacy requirements, and security needs. The A/E shall design spaces for systems furniture as efficiently as possible. The A/E shall have an interior designer develop sample boards for the interior finishes for floors, walls, base, window treatments, ceilings, etc.

2.15.3.1 The security features for the facility shall comply with FAA Order 1600.69B, and the San Francisco ATCT/FAA Offices will be a security level 3 as defined in the order. The A/E shall notify the Airport Project Manager if it becomes apparent that a specific security requirement cannot be met so that mitigating features can be designed.

**2.15.4 Structural:** The A/E shall account for site-specific loads including seismic, wind, blast, live, and dead including existing soil conditions and any special loading requirements. All structural calculations shall be overseen, approved, and sealed by a Professional Engineer registered in the state of California.

2.15.4.1 FAA Orders contain some structural requirements that exceed the standard building codes. The Airport Project Manager shall be notified by the A/E of these conflicts; however, the more stringent requirement shall be used.

2.15.4.2 The minimum security blast setback distance from public access areas is 300 feet, and the setback distance from parking areas is 100 feet. Since the full setback distance from public access areas will not be attainable, other mitigating options will be necessary, including blast hardening of structures. Bomb charge weights will be provided to the successful A/E firm.

2.15.4.3 Blast hardening recommendations and design for the facility shall be accomplished by professionals that are regularly engaged in this type of design work. The A/E shall design structural systems, components, and cladding to resist blast impulses and pressures (both positive and negative). The FAA Offices shall be designed to prevent progressive collapse.

2.15.4.4 The A/E shall perform wind engineering and wind tunnel testing for the ATCT. Testing shall include an initial wind tunnel test to estimate the wind design loads early in the design process to acquire data about the structure including natural frequency, stiffness, vortex shedding capabilities, overturning base moment, and damping ratio. After the ATCT design has progressed to an appropriate level, the A/E shall perform a second wind tunnel test to obtain mean and peak simultaneous pressures, mean wind loading, and fluctuating overall wind loads on the ATCT. Data from the wind engineering and testing shall be used to evaluate tower accelerations, design cladding components, design the cab glass and framing system, etc.

2.15.4.5 Based on the existing normal wind loading conditions, the structure may be required to be designed based on a Dynamic Tuned Mass Damper, uniquely designed for the ATCT building and the local conditions.



- 2.15.5 Mechanical Systems:** The A/E shall design the building mechanical systems in accordance with the latest industry standards where application of these standards is economically and practically feasible. Utilize FAA Order 6480.7E and the A/E Project Manual, taking into account redundancy requirements.
- 2.15.5.1 Energy efficient design and life cycle costing procedures shall be accomplished in accordance with FAA-STD-033, ASHRAE 90.1, and any other local, state, or federal government regulations. The A/E shall prepare a life cycle cost and energy analysis for each of the HVAC systems considered. The mechanical design shall be consistent with minimizing initial cost, maintenance requirements, energy costs, and operating costs.
  - 2.15.5.2 The mechanical design shall address outside air intake and exhaust issues such as charcoal filtering and intake/exhaust short circuiting. A/E shall remain mindful of combustion exhausts, jet blast, sewer vents, and fresh air intake locations.
  - 2.15.5.3 Pressurization in stairways will be required. The design shall also comply with the FAA's airport traffic control tower alternate design standard (29CFR 1960.20).
  - 2.15.5.4 The design shall incorporate the commissioning procedures as defined in the LEED philosophy into the specifications. The sequence of operations shall be provided on the drawings.
- 2.15.6 Fire Protection / Life Safety:** The A/E shall develop the design parameters for an automatic fire sprinkler system for both the ATCT and FAA Facilities in accordance with NFPA and the San Francisco Fire Marshal.
- 2.15.6.1 E/G fuel oil systems shall be designed in compliance with NFPA and other federal, state, and local codes as well as San Francisco Fire Marshal and FAA requirements.
  - 2.15.6.2 Fire protection design decisions shall provide for the maximum degree of safety to the occupants and to the protection of property. It is essential that these objectives are identified and design decisions made as early as possible to provide an economical and effective design.
  - 2.15.6.3 The A/E shall obtain design approval from SFIA authorities having jurisdiction prior to 45 percent submittal. Essential design features to be verified include, but are not limited to fire department equipment requirements, fire department access, and fire alarm monitoring requirements.
  - 2.15.6.4 Provide a fully addressable, complete fire detection and notification system, covering all areas of the ATCT and Integrated Facilities.

- 2.15.6.5 Provide systematic code/criteria analysis to validate design for life safety in the areas defined below. The analysis shall use the most current published version of NFPA codes as well as the most current San Francisco and California building codes.
  - 2.15.6.6 Provide compliant egress paths, with particular attention to travel distance, smoke-proof enclosures, elevators, vestibules, exit pathways, doors and stairs.
  - 2.15.6.7 Comply with requirements of the Architectural Barriers Act (ABA) and Americans with Disabilities Act (ADA).
  - 2.15.6.8 Provide performance design specifications for fire suppression systems, including water supplies, fire pumps, hydrants, fire department connections, extinguishers, standpipes, sprinklers and special protection systems.
  - 2.15.6.9 Provide performance design specifications for fire detection and reporting systems, recognizing that delayed egress and early warning are integral to the design. An operations matrix shall be provided.
  - 2.15.6.10 The fire alarm and detection system include automatic detection, fire sprinkler flow and tamper monitoring, fire fighters telephone, elevator interfaces, (if required), HVAC interfaces and appropriate audible and visual signaling. The fire alarm system shall be capable of fire pump monitoring, and stair pressurization monitoring and manual/automatic control from fire alarm system. Provide for elevator primary and secondary recall functions. Coordinate the system requirements to be compatible with the airport monitoring system.
  - 2.15.6.11 Building construction shall be based on occupancy types, with fire resistive wall and floor requirements, interior finishes, fire/smoke dampers, fire rated penetrations, door ratings, building height, story and area limitations and presence of combustible materials.
- 2.15.7 Electrical:** The A/E will be responsible for incorporating a Critical Power Distribution System Type 1 (CPDS-1) into the design. The individual components for the CPDS-1 will be FAA-defined down to the panel board level.
- 2.15.7.1 As part of the CPDS-1 design, the A/E shall develop an itemized list of all FAA -defined equipment, which will consist of an engine generator package, static switches, uninterruptible power supplies, transient voltage surge suppressors, and electrical distribution gear. The FAA will provide for applicable technical documentation.
  - 2.15.7.2 The building electrical system shall be provided with electronic metering/monitoring with the capability of monitoring voltage, amperage, power factor, kva, kvar, watts, watt-hours, waveforms,

harmonics, etc. The system shall be provided with a remote PC complete with software for analysis. The extent of the monitoring system shall be determined via coordination between the A/E and the FAA.

- 2.15.7.3 The A/E shall obtain available fault current from the electrical service company, and perform short circuit analysis and protective device coordination calculations for the electrical distribution system in accordance with appropriate FAA orders, standards, and other applicable codes. The A/E shall work closely with FAA to assure proper electrical service capacity.
- 2.15.7.4 The intent of the short circuit analysis and protective device coordination studies is to verify that the specified and supplied equipment are properly rated, correctly applied, and within industry and manufacturer tolerances. The studies will be based on Square D electrical equipment.
- 2.15.7.5 The A/E shall work with the Airport and FAA to determine which electrical loads should be on non-essential power, essential power, or critical power. All facility electrical work shall be designed in accordance with NFPA 70 & 75 and FAA-C-1217f Specification for Interior Electrical Work.
- 2.15.7.6 The A/E shall work closely with the Airport and FAA to design the lightning and surge protection, grounding, bonding, and shielding (LSPGBS) systems. In addition to providing an overall project design that conforms to FAA STD-019e Lightning Protection, Grounding, Bonding, and Shielding Requirements for Facilities, NEPA 780, and the other pertinent model building codes, design the ATCT and Integrated Facilities structural and reinforcing steel to be electrically continuous. Provide an electrical design with cascading surge arrestors to protect electronic equipment from electrical surges in accordance with IEEE Standard 1100, IEEE Recommended Practice for Powering and Grounding Sensitive Electronic Equipment.
- 2.15.7.7 A complete communications grounding system shall be designed to provide an equipotential ground reference for all communications equipment per EIA/TIA standards. Characteristics of surge protection devices/arrestors shall meet requirements of latest issue FAA STD-019e and shall be provided on all electrical panels.
- 2.15.7.8 Provide an estimate of total connected kilowatt (KW) load and demand factors, diversity, and resulting total demand kW load in accordance with FAA requirements.
- 2.15.8 Special Systems:** A complete closed circuit camera/television system shall be designed to provide surveillance of entrance facilities, parking areas, and other

areas where coverage is desired. A switching and control system shall be provided that provides controlled access to monitoring positions at the FAA office security position. The FAA will provide assistance during design with the specific requirements for all Special Systems listed within this section.

- 2.15.8.1 Access control shall be designed which will restrict entry and egress to controlled areas to holders of standard FAA badges. The A/E shall coordinate the design work with the FAA contractor, Johnson Controls. Security requirements shall be compliant with FAA Order 1600.69B and the FAA Security Office.
- 2.15.8.2 The A/E shall provide a complete structured premise wiring and cable distribution system design. The system will support all digital and voice signaling for NAS and administrative networking, and telecommunications services. The cabling system will consist of an outside fiber optics cable plant and an inside copper/fiber plant serving the ATCT and TRACON facility.
- 2.15.8.3 The outside cable plant will comply with FAA Order 6000.36A, Communications Diversity. It will enter the ATCT equipment room on opposite sides, each side terminating in physically separate racks. It will use single mode fiber optic cables inside a concrete encased duct bank system and connect the ATCT to the existing ATCT and wireways all airfield facilities and other equipment as necessary for continuous uninterrupted operations.
- 2.15.8.4 The inside cable plant will be a hybrid copper/fiber solution. Provide a single mode fiber optics solution as part of the inside cable plant. Provide a dual copper/fiber riser between the ATCT equipment room and the Subjunction level. The cable plant will host both NAS and administrative signaling. However, NAS and administrative systems are not integrated and will use different work area termination points. Provide termination points at all operational consoles and at appropriate locations in the administrative area.
- 2.15.8.5 **Central Distribution Frames:** Locate the Central Distribution Frame(s) in the Base Building FAA Facilities Electronics Equipment Room with Intermediate Distribution Frame(s) disbursed throughout the facility as needed. The structured cabling system will include plans for the installation, seismic restraint, grounding, and energizing of equipment racks, distribution frames and all supporting infrastructure. Provide riser terminations, structured cabling terminations, cross connect facilities and jumper management. Design the system to meet electrical, grounding, cable distribution, lighting and air conditioning requirements of the BICSI standards. Grounding systems will meet FAA STD 19e. Provide supplemental cable and raceway systems between equipment locations throughout the building. Emphasis shall be placed on accessibility and flexibility to accommodate change. Provide a complete system of riser cabling

between the ATCT Base Building and the tower Subjunction Level using both Single Mode Fiber Optics and surge-protected Category 6 copper cabling. Provide surge suppression on all copper facilities that extend to upper levels of the tower. Deliverables include floor plans, riser diagrams, layout drawings, installation detail drawings, bill of materials, and installation and testing specifications and procedures.

2.15.8.6 Develop a Subsurface Utility Plan for a conduit duct bank supporting a Fiber Optics Transmission System (FOTS) Network connecting all airfield facilities to the ATCT. Use 4" steel ducts encased in concrete. Comply with FAA Order 6000.36A, Communications Diversity. Connected facilities include:

2.15.8.6.1 LAN and Network Equipment - Much of the equipment within the ATCT facility will utilize LAN and other services which must be multiplexed over a site-wide network. Fiber-optic services which must be multiplexed over a site-wide system for reasons of reliability, route diversity and network management. Space, power, and air-conditioning will be provided to accommodate this equipment as part of this scope of work. The site-wide network(s) designed to achieve desired levels of availability within the site.

2.15.8.6.2 Public Address System. A complete public address system shall be provided for the Base Building/FAA Facility and appropriate areas of the tower facility. Loudspeaker placement and design shall provide uniform coverage at sound levels that are suitable for local ambient noise. Microphone, PBX dial access, program material and other inputs will be provided as dictated by user requirements.

2.15.8.6.3 Radio Antenna Supports and Grounding. The A/E shall design a complete system of radio/antenna mounts, raceways, and grounding to support VHF/UHF, ground and microwave facilities. All coordination shall be provided to meet aesthetic, physical, and interference concerns.

**2.15.9 Deliverables:** The following items are required for each submittal at the various design stages. This is not intended as a complete list. The submittal packages shall comply with the content requirements of the Terminal Facilities Standard Designs A/E Project Manual for the individual disciplines. Additional information may be included at the discretion of the A/E.

**2.15.9.1 Project Planning Document (PPD) To Be Included With the Task 1 Conceptual Design**

2.15.9.1.1 Geotechnical report. Summarize the geotechnical report and include the A/E's conclusions from their analysis, including recommended foundation designs for the ATCT and Integrated Facility in the text of the PPD.

2.15.9.1.2 PPD

2.15.9.1.2.1 11 x 17 format and CD/DVD

2.15.9.1.2.2 Reference sections 4.10, 5.4, 6.4, 7.4, 8.4, 9.4 and 10.4 of the *Terminal Facilities Standard Designs A/E Project Manual* for minimum requirements

**2.15.9.2 45% Submittal**

2.15.9.1 Reference sections 5.5, 6.5, 7.5, 8.5, 9.5 and 10.5 of the *Terminal Facilities Standard Designs A/E Project Manual* for minimum requirements

2.15.9.2 Cost-benefit analysis on the HVAC system including initial cost and life cycle costs for each system analyzed

2.15.9.3 Structural design calculations

2.15.9.4 Lighting calculations

2.15.9.5 Electrical load calculations and recommended sizes for the engine generator, UPS and automatic transfer switch

2.15.9.6 Utility size and usage information shall be provided for all utility connections

2.15.9.7 Drawings for each design discipline

2.15.9.8 Specifications. Reference Sections 4.25 and 4.26 of the *Terminal Facilities Standard Designs A/E Project Manual* for minimum requirements

2.15.9.9 Construction cost estimate. Reference Section 4.31 of the *Terminal Facilities Standard Designs A/E Project Manual* for minimum requirements

2.15.9.10 Design Data Handbook. Narrative shall include information about each major building system/component (e.g. the primary HVAC system selected and the major components of that system, type

of backup HVAC system selected including the major components, controls, etc.)

**2.15.10** **References:** Current copies of the FAA Orders and Standards referenced within this Scope of Services can be provided to the successful A/E upon request after contract award. The following documents and items are supplements to, and shall be considered part of this Scope of Services:

2.15.10.1 *Terminal Facilities Standard Designs A/E Project Manual* (.PDF file)

2.15.10.2 Terminal Facilities Standard Design Drawings, Specifications, and Details (.PDF, .DOC, and .DGN files)

2.15.10.3 *The Airport Tenant Improvement Manual* for McCarran Airport (.PDF file)

2.15.10.4 Boise, Idaho ATCT Project Planning Document (.PDF files)

2.15.10.5 *SFIA Space Allocation* (.AXLES file)

2.15.10.6 Critical Power Distribution System (CPDS) Data

2.15.10.6.1 Generic CPDS Type 1 design (set of 41 drawings) (.PDF file)

2.15.10.6.2 LaGuardia ATCT - CPDS Type 1 Examples

2.15.10.6.2.1 Sample CPDS government-furnished equipment (GFE) list (.DOC file)

2.15.10.6.2.2 Sample power single line diagrams (.PDF file)

2.15.10.6.2.3 Electrical Specification Sections (.DOC files)

○ 16001 - *General Provisions for Government-Furnished Equipment*

○ 16002 - *Documentation, Testing, and Training Requirements for Government-Furnish Equipment*

○ 16055 - *Overcurrent Protective Device Coordination*

○ 16215 - *Electrical Power Monitoring System (EPMS)*

- 16412 - Installation of Static Transfer Switches
- 16425 - Installation of Switchboards
- 16460 - Transformers
- 16470 - Panelboards
- 16482 - Motor Control Centers

C. **TASK 3:** The A/E will participate in the design reviews for the following related projects:

Project 1: Replacement ATCT and Integrated Facility Design-build

Project 2: Terminal 1 to Terminal 2 Secure Corridor

Project 3: Boarding Area C Entrance

The Airport will enter into separate professional services agreements for the design of the Secure Corridor between Terminals 1 and 2, and the Boarding Area C Entrance. The A/E will provide a comprehensive review of the separate designs for these projects to insure conformance with the Task 1 Conceptual Design, and coordination with the Task 2 ATCT and Integrated Facility Bridging Documents. The A/E review will include all engineering disciplines. The A/E will have no direct managerial role over the Airport's other consultants and will report review findings to the Airport.



**APPENDIX B**

## Appendix B Calculation of Charges

### A. General

1. For the complete and satisfactory performance of the services detailed in Appendix A of this Agreement, the City will pay fees and expenses not-to-exceed **Eleven Million Seven Hundred Four Thousand Nine Hundred Fifty-Five Dollars (\$11,704,955)**. The breakdown of this amount includes the following: Terminal 1 Complex Redevelopment Scope: \$8,400,000, ATCT and Integrated Facilities Scope (Combined FAA and Airport): \$3,054,955, Task 3 Owner Controlled Allowance Scope: \$250,000 The Owner controlled allowance may be used at the sole discretion and direction of the Airport Project Manager. This amount is for the purpose of establishing a budget figure for certification by the Controller only. The total compensation to be paid shall not exceed this amount unless increased by an appropriate amendment to this Agreement.
2. No charges shall be incurred under this Agreement nor shall any payments become due to the Consultant until reports, services, or both required under this Agreement are received from the Consultant and approved by the Commission as being in accordance with this Agreement. In no event shall the Commission be liable for interest or late charges for any late payments.
3. Compensation for work performed under this Agreement will be on a lump sum basis and invoices will be evaluated and approved by the Project Manager on a percent complete basis based on each task. Such compensation shall be allowable only to the extent that costs incurred, or otherwise established prices, are consistent with the Federal Cost Principles (Title 48, Code of Federal Regulations, Part 31).

### B. Method of Payment

1. Unless approved otherwise by the Commission, the Consultant's services shall be invoiced on a monthly basis and payment will be made within thirty (30) days of receipt of an acceptable invoice with satisfactory backup documentation, approved by the Project Manager. As used herein, the term "invoice" shall include the Consultants bill or written request for payment under this Agreement for services performed. All invoices shall be made in writing.
2. Unless approved otherwise by the Commission's Project Manager, the Consultant shall, within ten (10) days after receipt of payment by the Airport specified in this Agreement pay to all of its immediate subconsultants (or their respective assignees) the amounts to which they are entitled, after deducting any prior payments and any amounts due and payable to the Consultant by those subconsultants.
3. The Consultant shall invoice for the Work performed in conformance with procedures approved by the Commission and the then current rate agreement.
  - a. Such invoices shall segregate current costs from previously invoiced costs.
  - b. Notwithstanding the above, in no case shall the Consultant invoice include costs which Airport has disallowed or otherwise indicated that it will not recognize.

4. Such invoices shall be as a minimum, (i) mechanically accurate, (ii) substantially vouchered and properly supported and (iii) in compliance with Consultant's and subconsultants' generally accepted accounting principles
5. The Consultant shall also certify, for each invoice, that (i) the hourly rates for direct labor, whether for Consultant or its subconsultant(s), to be reimbursed under this Agreement are not in excess of the actual hourly rates in effect for the Consultant or subconsultant employees engaged in the performance of services under this Agreement at that time, and (ii) that such hourly rates are in conformance with the Agreement.
6. The fixed Fee for Consultant's work effort, including any subconsultant work at any tier, shall not exceed ten percent (10%) of estimated direct labor and indirect costs of the Consultant and any subconsultants at any tier. There shall be no additional fixed fee markup on the work of first and lower tier subconsultants.
7. The Commission's Project Manager reserves the right to withhold payment(s) otherwise due the Consultant in the event of the Consultants material non-compliance with any of the provisions of this Agreement, including, but not limited to, the requirements imposed upon the Consultant in Article 15, Insurance, and Article 16, Indemnification. The Airport shall provide notice of withholding, and may continue the withholding until the Consultant has provided evidence of compliance which is acceptable to the Airport.
8. All invoices shall be made in writing and delivered or mailed to the Airport as follows:

By US mail: Tom Rodrigues, Project Manager  
San Francisco International Airport  
Delta/Singapore Building  
Bureau of Design and Construction (Contract 9015.1)  
P.O. Box 8097  
San Francisco, CA 94128

By Personal Delivery or Express Mail:

Tom Rodrigues, Project Manager  
San Francisco International Airport  
Delta/Singapore Building  
Bureau of Design and Construction (Contract 9015.1)  
710 N. McDonnell Road, 2<sup>nd</sup> Floor  
San Francisco, CA 94128

### C. Billing Rates

1. The negotiated direct labor billing rates as of the effective date of this Agreement are specified below in section E of this Appendix B, and shall remain in effect until June 30, 2011. If this is a multi-year contract, the Airport may approve an annual adjustment to the direct hourly labor rates effective July 1st, based on an increase in the Consumer Price Index for the preceding twelve (12) months for the San Francisco Bay Area as published by the U.S. Department of Labor, Bureau of Labor Statistics, under the title of: "Services Less Rent or Shelter – All Urban Consumers – San Francisco/Oakland/San Jose, California" or on an increase in the wages of comparable classifications as reflected in the collective bargaining agreements between the City and County

of San Francisco and the labor organization representing those classifications, whichever is lower. Such adjustment is subject to prior written approval by the Airport and in no event will exceed the lower of the above specified indices unless the proposed adjustment is made pursuant to other specific terms of this contract or is necessary to meet the requirements of prevailing or minimum wage legislative mandates.

2. Billing rates have been established for home office work using a home office indirect cost rate and field office work using a field office indirect cost rate. The home office indirect cost rate shall be used when staff works in an office provided by the Consultant. The field office indirect cost rate shall be used when staff is assigned full time to an office provided by the Commission. To qualify for the field office indirect cost rate the Commission shall provide normal office equipment and materials for field office staff such as computers, printers, internet access, telephone service, FAX, copier and other office materials such as paper, pens, pencils etc.

#### D. Other Direct Cost

All travel expenses and cost for vehicle rentals, Consultant meals, and per diem into or outside the San Francisco Bay Area shall be subject to prior written approval by SFO. No administration charge may be added to the amount to be reimbursed as other direct costs. No reimbursement shall be provided for faxing documents. No mileage reimbursement shall be provided for automobile trips within the San Francisco Bay Area (less than fifty (50) miles from SFO). No reimbursement shall be provided for Consultant meals, accommodations, long distance, and cellular telephone charges within the San Francisco Bay Area (less than fifty (50) miles from SFO) without prior written approval by SFO. Specialists, Project Executives, and others that are based out of town, who are not assigned to the jobsite office, must have prior written approval by SFO in order to be reimbursed for travel expenses. Regional (remote) executive's travel expenses to visit the local job office are not reimbursable. Part-time jobsite personnel who are shared with other out-of-town clients are not reimbursed for travel expenses.

#### E. Approved Hourly Rate Schedules

FIRM	LABOR CLASSIFICATION	BURDENED HOURLY BILLING RATES THROUGH JUNE 30, 2011
HNTB	Program Manager	\$289
	Principal Architectural	\$265
	Senior Terminal Planner	\$230
	Principal Planner	\$220
	Project Manager	\$215
	Design Manager	\$209
	Lead Engineer	\$209
	Lead Planner	\$209
	Senior Economist	\$205
	Senior Planner	\$185
	Senior Project Architect	\$175
	Senior Project Engineer	\$175
	Project Architect	\$155
	Architectural Designer	\$150
	Project Planner	\$145
Project Engineer	\$142	

	Senior Architect	\$130
	Engineer III / Tech	\$125
	Engineer II / Designer	\$120
	Senior Architectural	\$110
	Architect II	\$110
	CADD Technician	\$100
	Engineer I	\$95
	Architect I	\$95
	Project Administrator	\$88
	Junior Technical Support	\$85
	Secretary	\$70
	Clerical	\$46
<b>SJ Engineers</b>	Principal	\$190
	Associate	\$150
	Project Engineer	\$150
	Senior Designer	\$130
	Designer	\$120
	CADD Operator	\$80
	Staff	\$70
<b>F. W. Associates</b>	Project Manager	\$195
	Project/Senior Engineer	\$150
	Engineer	\$125
	Designer	\$110
	CADD Operator	\$80
	Administration	\$75
<b>Rutherford &amp; Chekene</b>	Executive Principals	\$185 to \$200
	Principals	\$155 to \$180
	Senior Engineers	\$125 to \$155
	Engineers	\$105 to \$125
	Designers	\$85 to \$105
	CADD Specialists	\$85 to \$120
<b>Weidlinger Associates</b>	Principal	\$262
	Project Engineer	\$178.43
	Senior Engineer	\$148.41
	Junior Engineer	\$82.13
	CADD Operator	\$76.92
<b>Robin Chiang &amp; Co.</b>	Principal Architect	\$162
	Senior Project Architect	\$133
	Senior Architect	\$127
	Architect	\$120
	Designer	\$106
<b>Simon &amp; Associates</b>	President	\$235
	Vice President / Sr.	\$195
	Consultant	\$165
	Clerical/Support	\$90

<b>LeighFisher</b>	Directors	\$260 to \$300
	Associate Directors	\$220 to \$260
	Principal Consultants	\$200 to \$240
	Senior Advisors	\$180 to \$220
	Senior Consultants	\$160 to \$200
	Consultants	\$120 to \$150
	Interns	\$80 to \$100
	Graphics Technicians	\$90 to \$100
	Project Support	\$80 to \$100
	Word Processing	\$65 to \$80
<b>Faithful+Gould</b>	Managing Estimator / Project	\$160.59 to \$168.41
	Chief Estimator	\$140.78 to \$156.72
	Senior Estimator	\$125.14 to \$132.96
	MEP Estimator	\$125.14 to \$145.99
	Cost Estimator	\$106.89 to \$114.71
	Scheduler	\$156.42 to \$164.24
	Systems Estimator	\$168.41
	Sustainability Director/Life	\$168.41
	Clerical and Administrative	\$40 to \$80
<b>Swanson Rink</b>	Senior Vice President	\$165
	Vice President	\$135
	BHS Senior Engineer / Senior	\$125
	BHS Project Engineer	\$115
	BHS Engineer II	\$105
	BHS Engineer I / Specialist	\$95
	Programmer	\$85
	Designer	\$80
	Senior CADD	\$75
	CADD Operator / Technical	\$70
Clerical	\$65	
<b>Rolf Jensen &amp; Associates</b>	Senior Consulting Engineer	\$190 to \$220
	Consulting Engineer	\$150 to \$180
	Project Engineer	\$115 to \$135
<b>Fong &amp; Chan Architects</b>	Senior Principal	\$320
	Principal	\$240 to \$275
	Project Manager	\$195 to \$240
	Project Architect	\$195 to \$240
	Project Designer	\$195 to \$240
	Architect / Designer Level 1	\$160 to \$190
	Architect / Designer Level 2	\$120 to \$150
	Architect / Designer Level 3	\$110 to \$130
Clerical	\$85	



APPENDIX C

**COMPLETE RFP, ADDENDUMS, APPENDICES AND EXHIBITS**

**APPENDIX C**







Office of the Mayor  
City & County of San Francisco



Gavin Newsom

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: Mayor Gavin Newsom  
RE: Contract with Anticipated Expenditure in Excess of \$10 Million – Airport Control Tower Master Architect  
DATE: November 23, 2010

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Dear Madame Clerk:

Attached for introduction to the Board of Supervisors is the resolution approving the Professional Services Agreement, Airport Contract 9015.1 Master Architect for Replacement Air Traffic Control Tower/Terminal 1 Complex Redevelopment Program between Howard, Needles, Tammen & Bergendoff, and the City and County of San Francisco, acting by and through its Airport Commission, in the lump sum amount of \$11,704,955, and a contingency budget of \$1,626,412 for Airport and FAA requested changes, pursuant to San Francisco Charter Section 9.118(b).

I request that this item be calendared in Budget and Finance Committee.

Should you have any questions, please contact Starr Terrell (415) 554-5262.

**FORM SFEC-126:**  
**NOTIFICATION OF CONTRACT APPROVAL**  
(S.F. Campaign and Governmental Conduct Code § 1.126)

<b>City Elective Officer Information</b> (Please print clearly.)	
Name of City elective officer(s): Members, SF Board of Supervisors	City elective office(s) held: Members, SF Board of Supervisors

<b>Contractor Information</b> (Please print clearly.)	
Name of contractor: <b>Howard, Needles, Tammen &amp; Bergendoff California Architects, PC</b>	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
(1) Board of Directors: Terry K Miller (2) CEO, CFO, COO: Terry K Miller (3) Terry K Miller owns 100% of the stock (4) SJ Engineers, F.W. Associates, Rutherford & Chekene, Weidlinger Associates, Robin Chiang & Company, Simon & Associates, Leigh Fisher, Faithful + Gould, Swanson Rink, Rolf Jensen & Associates, and Fong & Chan Architects (5) No political committee controlled by the contractor	
Contractor address: 160 Spear Street, Suite 1775, San Francisco, CA 94105	
Date that contract was approved: November 23, 2010	Amount of contract: \$11,704,955
Describe the nature of the contract that was approved: Professional Service Agreement for Master Architect for Replacement Air Traffic Control Tower/Terminal 1 Complex Redevelopment	
Comments:	

This contract was approved by (check applicable):

- the City elective officer(s) identified on this form
- a board on which the City elective officer(s) serves San Francisco Board of Supervisors  
Print Name of Board
- the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

<b>Filer Information</b> (Please print clearly.)	
Name of filer: Angela Calvillo, Clerk of the Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., SF, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed