

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

Fourth Amendment

THIS AMENDMENT (this "Amendment") is made as of **April 22, 2014**, in San Francisco, California, by and between **PGH Wong Engineering, Inc.** ("Contractor"), and the **City and County of San Francisco**, a municipal corporation ("City"), acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "Commission."

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, the Commission adopted Resolution Number **10-0265** on **August 3, 2010**, which authorized the award of said Agreement for the period of **August 23, 2010** through **June 30, 2012**; and

WHEREAS, the Commission adopted Resolution Number **12-0034** on **February 21, 2012**, which authorized the award of Modification No. 1 of said Agreement for the period of **August 23, 2010** through **June 30, 2015**; and

WHEREAS, Commission adopted Resolution Number **13-0172** on **August 12, 2013**, which authorized the award of Modification No. 2 of said Agreement through July 2014; and

WHEREAS, Commission authorized this Modification 3 pursuant to Resolution Number **14-0068** on **April 22, 2014** to increase the Agreement amount and extend the Agreement through June 30, 2015; and

WHEREAS, pursuant to San Francisco Charter Section 9.118, the Board of Supervisors by its Resolution No. [insert resolution number], adopted [insert date], approved the contract with Contractor; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number **PSC 4106-09/10** on **October 7, 2013**; and

WHEREAS, prior modifications were identified as "Agreements." this and future modifications are, and will be, identified as "Amendments"; and

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:
 - a. **Agreement.** The term "Agreement" shall mean the Agreement dated **August 3, 2010** between Contractor and City referenced as Contract No. 8974.9, as amended by the:

First Amendment,	dated July 1, 2012
Second Amendment,	dated August 12, 2013
Third Amendment,	dated October 7, 2013

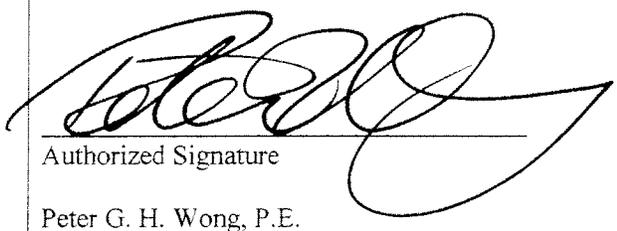
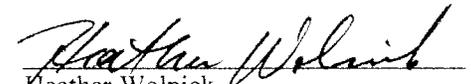
b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Section 5. Compensation.** The compensation is hereby amended to increase the total compensation payable by an amount not to exceed **Two Million Eight Hundred Thirty-five Thousand Dollars (\$2,835,000)** for a new total not to exceed amount of **Twelve Million Dollars (\$12,000,000)**.

3. **Effective Date.** Each of the modifications set forth in this Amendment shall be effective on and after April 22, 2014.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By: _____ John L. Martin, Airport Director	 _____ Authorized Signature
Attest:	Peter G. H. Wong, P.E. CEO PGH Wong Engineering, Inc.
By _____ Jean Caramatti, Secretary Airport Commission	14532 City Vendor Number
Resolution No: 14-0068	182 – 2 nd Street, Suite 500 San Francisco, California 94105
Adopted on: April 22, 2014	415-566-0800
Approved as to Form:	94-2987905 Federal Employer ID Number
Dennis J. Herrera City Attorney	
By  _____ Heather Wolnick Deputy City Attorney	

Appendices:

Appendix B.4, Calculation of Charges

APPENDIX B.4
CALCULATION OF CHARGES



APPENDIX B.4
CALCULATION OF CHARGES

Appendix B.4 which is attached to, and incorporated by reference in the Agreement made on **April 22, 2014** between the City and County of San Francisco, acting by and through its Airport Commission (Commission), and **PGH Wong Engineering, Inc.** (Contractor) providing for construction management and administrative construction management services for Terminal 3/Boarding Area E Refurbishment Project and Terminal 3 Improvements Program.

A. GENERAL

1. For the complete and satisfactory performance of the services detailed in Appendix A and Appendix A.1 of this Agreement, the City will pay fees and expenses not-to-exceed **Twelve Million Dollars (\$12,000,000)**. 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 that amount unless increased by an appropriate amendment to this Agreement.
2. No Change
3. No Change

B. METHOD OF PAYMENT

1. No Change
2. No Change
3. No Change
4. No Change
5. No Change
6. No Change
7. No Change

C. DIRECT SALARY RATE AND DIRECT SALARY RATE ADJUSTMENT

1. No Change
2. No Change

3. No Change

D. BILLING RATES

1. No Change

2. No Change

E. FIXED FEE

No Change

F. OTHER DIRECT COST

1. No Change

2. No Change

G. APPROVED HOURLY BASE RATES

No change

END OF APPENDIX B.3