



Gavin Newsom, Mayor  
Edward D. Reiskin, Director



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**Department of Public Works  
Contract Administration Division  
Financial Management and Administration**  
875 Stevenson Street, Room 420  
San Francisco, CA 94103-0903  
**Gordon Choy**, Division Manager

**TRANSMITTAL LETTER**  
**PROFESSIONAL SERVICE AGREEMENT MODIFICATIONS**

June 7, 2010

**Contractor:** Jacobs Project Management Co.  
160 Spear Street, Suite 330  
San Francisco, CA 94105

**Project:** Executive Construction Management Services for the SFGH Rebuild  
Program through 12/31/2016 - Modification #1

**Modification Amount:** Mod #1 replaces sub Liberty Tree to Luster National. No changes to  
amount, time or scope.

**Job No.:** 6694A

**DPW Order No.:** 177,756

**Controller's Certification:** Reference this # on your invoices: DPAT09000042

**Date Posted:** N/A

This Transmittal Letter forwards a copy of the Modification of Agreement #1 in the total as-modified to date,  
\$8,000,000.00, for the subject project. Contract expiration date remains as 12/31/2016.

Yours truly,

*Carina Carlos*  
by: *for* Gordon Choy  
Division Manager, Contract Administration

cc: Joe Chin, DPW-Project Management

Attachments: Modification of Agreement #1

GEC:cc

# Modification of Agreement - #1

## Consultant Contracts

This Agreement is made this 11th day of May, 2010, in the City and County of San Francisco.

Whereas, the City & County of San Francisco and Jacobs Project Management Co., have entered into an Agreement for Executive Construction Management Services for the San Francisco General Hospital Rebuild Program and

Whereas, the parties now desire to modify the Agreement as described in Attachment A, now, therefore the parties agree as follows.

### The City will:

Add  Deduct the sum of \$ 0 for changes described in the referenced attachment.

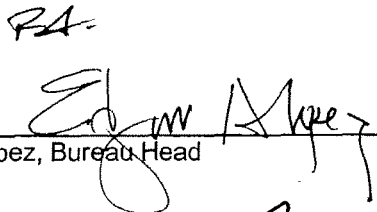
Add  Subtract 0 calendar days To  From  the original Agreement or the latest modification as described in the referenced attachment.

In all other respects, the original Agreement and all modifications thereto shall remain in full force and effect.

### CITY & COUNTY OF SAN FRANCISCO

### CONSULTANT

Approved

  
\_\_\_\_\_  
Edgar Lopez, Bureau Head

\_\_\_\_\_  
Jacobs Project Management Co.  
Name of Consultant Firm

Approved

  
\_\_\_\_\_  
Edward D. Reiskin  
Director of Public Works

\_\_\_\_\_  
5757 Plaza Drive, Suite 100  
Address

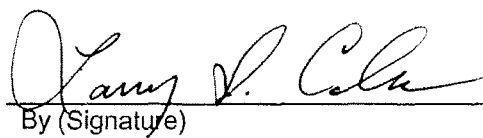
Approved

N/A  
\_\_\_\_\_  
Naomi Kelly  
Director of Office of Contract  
Administration/Purchasing

\_\_\_\_\_  
Cypress, CA 90630  
City, State, Zip

Approved

N/A  
\_\_\_\_\_  
Edwin M. Lee, City Administrator

  
\_\_\_\_\_  
By (Signature)

Approved as to Form:  
Dennis J. Herrera  
City Attorney

  
\_\_\_\_\_  
By Deputy City Attorney

\_\_\_\_\_  
Larry S. Colson, Vice President NW Region  
Type Name & Title

**ATTACHMENT A  
CONTRACT MODIFICATION 1**

Pursuant to Section 3 (Term of the Agreement), Section 6 (Compensation), and Section 34 (Modification of Agreement) of the Agreement (DPW Order No.: 177,756) between the City and County of San Francisco and Jacobs Project Management Co., the amount of the Agreement shall be increased by \$0 (Zero Dollars) for Executive Construction Management Services for the San Francisco General Hospital Rebuild Program.

Attachment A stipulates that the following sections (below) shall be incorporated into the Agreement between the City and County of San Francisco and Jacobs Project Management Co. Unless otherwise noted in this Contract Modification, all other terms and conditions in the Original Contract dated August 5, 2008 shall remain unchanged.

**SCOPE OF WORK:** Per the Base Contract, Jacobs Project Management Co. will provide executive project management services for the San Francisco General Hospital Rebuild Program. Services include the following:

Pre-Construction Phase Services: Construction Planning/Document Control Tasks; Budget/Cost Estimating/Cost Control Tasks; and Construction Scheduling/Schedule Control Tasks.

Construction Phase Services: Construction Administration/Document Control Tasks; Construction Scheduling/Schedule Control Tasks; Budget/Const Estimating/Cost Control Tasks; Inspector of Record Inspection, and Quality Assurance/Quality Control Inspection Tasks

Close-Out Phase Services

Post-Construction Phase Services

Scope of Work in this Modification remains unchanged. This modification is for a change of a consultant from Liberty Tree Enterprises to Luster National, Inc., and to add APSI Construction Management as a sub-consultant.

Appendix A – Scope of Work

**COMPENSATION:** Professional service fees for this contract shall remain unchanged, at a total not-to-exceed fee of Eight Million Dollars (\$8,000,000).

Appendix B – Calculation of Charges

**TOTAL COMPENSATION** (Fee + Reimbursables):

Eight Million Dollars (\$8,000,000)

**CONTRACT DURATION:** The contract duration for services under the Agreement shall remain unchanged.

**BILLING PROCEDURES:** Billing procedures remain unchanged and are per the Agreement dated August 5, 2008.

APPENDIX A  
SCOPE OF WORK

Scope of Work remains unchanged.

The change in this modification is for substitution of a sub-consultant, from Liberty Tree Enterprises to Luster National, Inc. (see EXHIBIT 1, Jacobs Correspondence dated August 17, 2009 entitled, "Substitution of Consultants – Liberty Tree to Luster National" and Liberty Tree Correspondence dated November 6, 2008 entitled "Liberty Tree Contracts").

In addition, this modification will include adding APSI Construction Management as a sub-consultant (see EXHIBIT 2, Jacobs Correspondence dated May 4, 2010 entitled, "Request to Add a New Scheduling Consultant."

1001 Potrero Ave, Box 131  
Bldg 40, 3<sup>rd</sup> Floor  
San Francisco, California 94110  
1.415.695.3867

August 17, 2009

Ron Alameida  
City & County of San Francisco  
Department of Public Works  
1001 Potrero Avenue  
Bldg 40, 3<sup>rd</sup> Floor  
San Francisco, CA 94110

**RECEIVED**

AUG 17 '09

DEPARTMENT OF PUBLIC WORKS  
SFGH REBUILD PROGRAM

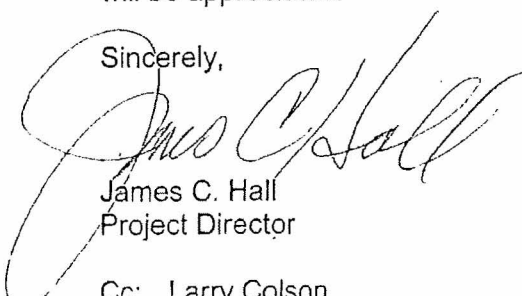
Subject: Substitution of Consultants – Liberty Tree to Luster National  
Reference: San Francisco General Hospital Rebuild Project

Dear Ron:

In our initial proposal and presentation for Executive Construction Manager for the San Francisco General Hospital Rebuild Project, Jacobs had named Liberty Tree as a consultant to provide Project Engineer support for the Jacobs team. The Jacobs contract was executed on September 10, 2008 between the City and County of San Francisco and Jacobs Project Management Co. Subsequently Jacobs began preparing contracts for all of our consultants and on November 6, 2008, Jacobs was in receipt of the attached letter from Liberty Tree relinquishing their rights to contract with Jacobs on the referenced project. Liberty Tree in the attached letter directed Jacobs to contract with Luster National. This substitution is a direct transfer of the scope of work as originally stated in the RFQ. The labor rates as indicated in Appendix D for Liberty Tree shall be utilized for Luster National's labor rates. Neither Liberty Tree nor Luster National are LBEs therefore, this substitution has no effect on Jacobs' LBE goal of 14%. Jacobs is requesting approval to substitute Liberty Tree with Luster National, and request that the City and County of San Francisco issue an amendment accordingly.

If you have any questions or comments please contact me immediately. Your prompt attention will be appreciated.

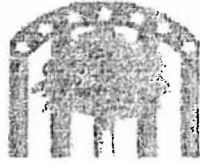
Sincerely,



James C. Hall  
Project Director

Cc: Larry Colson  
Sylvia Levandis  
Robert Paguirigan  
Jonna Wester  
File

EXHIBIT 1



**LIBERTY TREE ENTERPRISES**

701 N. Green Valley Parkway, Suite 200  
Henderson, NV 89074  
(702) 990-3476 - (702) 974-0123 fax

November 6, 2008

Mr. Jim Hall, Jacobs  
Mr. Charles Davis, Jacobs  
Subject: Liberty Tree Contracts

Gentlemen:

As you know, on 1 January 2008, Robert Luster and I entered into an agreement whereby Liberty Tree Enterprises would acquire Luster National. After careful consideration, Robert Luster and I have decided to reverse that acquisition and separate Liberty Tree Enterprises and Luster.

The effective date of this separate is 1 October 2008. As a result of that decision, the contract referenced above should now reflect that the vendor is Luster, not Liberty Tree Enterprises.

The Liberty Tree employees working on your contract are now employees of Luster, so the quality services provided by the individuals on your contract should continue unimpaired by this transition.

All correspondence relative to this contract should be directed to

Luster  
Attn: Robert Luster  
179 Homestead Blvd  
Mill Valley, CA 94941

I appreciated the opportunity of working with you over the past several months and wish you well in your future dealings with Luster National.

If you have any questions, or require any additional information, please do not hesitate to contact me.

  
Paul F. Adams  
President & CEO

# JACOBS EXHIBIT 2

1001 Potrero Ave.  
Bldg 40, 3<sup>rd</sup> Floor  
Box 131  
San Francisco, California 94110  
415-695-3867 Fax 415-695-0530

May 4, 2010

City and County of San Francisco  
Department of Public Works  
1001 Potrero Ave  
Bldg 40, 3<sup>rd</sup> Floor  
San Francisco, CA 94110  
Attn: Ron Alameida

**RECEIVED**

MAY 04 '10

DEPARTMENT OF PUBLIC WORKS  
SFGH REBUILD PROGRAM

Subject: Request to Add a New Scheduling Consultant

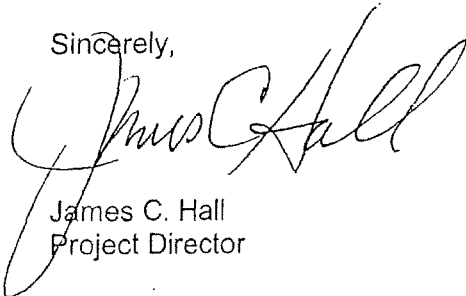
Reference: Executive Construction Management Services for the SFGH Rebuild Program  
SFGH Rebuild Project, Job No. 6694A / Jacobs Project #R1W28401

Dear Ron:

Jacobs is requesting your approval to add a new consultant to our Executive Construction Management Team to provide scheduling support. The current contract percentages for consultants remains unchanged as this new consultant's percentage will be offset with a percentage reduction of Jacobs' scope of work. The firm I am proposing is APSI Construction Management located at 825 Van Ness Ave, Suite 410, San Francisco, CA 94109. APSI is not a recognized San Francisco LBE. Jacobs is currently trending with 26% for LBEs versus our Contract requirement of 14%. I have attached HRC Form 2A and the APSI Construction Management Fee Schedule for your use and information.

Your consideration of this request will be greatly appreciated. A candidate has been identified, Pramod Koyyada and he is available to start once we have your approval. Pramod Koyyada's resume is also attached for your information. If you have any questions or comments please contact me.

Sincerely,



James C. Hall  
Project Director

Attachments

Cc: L. Colson  
M. Glasser  
File

APPENDIX B  
CALCULATION OF CHARGES

**No Change in fee for Luster National, Inc.**

**For APSI Construction Management's billing rates, please see EXHIBIT 3, Fee Schedule.**



EXHIBIT 3  
REQUEST FOR QUALIFICATIONS  
Executive Construction Management Services  
San Francisco General Hospital Rebuild Program

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APPENDIX D

FEE SCHEDULE

RECEIVED

MAY 04 '10

DEPARTMENT OF PUBLIC WORKS  
SFGH REBUILD PROGRAM

One (1) copy of the Fee Schedule must be completed for the prime consultant (provide one copy each for all firms on JV team) and for each sub-consultant listed in the HRC Attachment 2. These fee schedules shall be submitted separately in a sealed envelope and delivered with the proposal package.

The sealed envelope shall be titled "FEE SCHEDULE FOR RFQ SFGH - EXECUTIVE CM 2008" and include the name of the Consultant.

The sealed envelope from a selected firm will be opened after the selection process is completed. The City reserves the right to review the schedule and request for changes during contract negotiations.

One (1) copy of the Fee Schedule must be completed for the prime consultant (provide one copy each for all firms on JV team) and for each Sub-consultant listed in the HRC Attachment 2. These fee schedules shall be submitted separately in a sealed envelope and delivered with the proposal package.

Consultants must submit billing rates for all prime consultants and subconsultants on the fee schedules. Due to the wide variety of work that may arise, the City reserves the right to negotiate items not specified in the fee schedule or delete certain listed items.

All billable staff rates shall be fully burdened to include labor, benefits, taxes, overhead, profit, healthcare benefit surcharges, minimum compensation accountability surcharges, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services and other ancillary charges.

Rates listed in the Agreement shall be one single rate reflecting 2008 billing rates. The selected Proposer will only be allowed to escalate its 2008 billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Works. The billing rate for each listed individual may not exceed the lowest rate charged to any other government entity. The City reserves the right to audit material that allows for verification of the accuracy of project invoices (e.g. project billing records, accounting records, time sheets, etc.)

Information to be filled out as applicable for prime consultant(s) and for each sub-consultant listed in HRC Form 2.

Name of prime consultant or sub-consultant: APSI Construction Management

Overhead rate\*: 181% %

\* An audited rate is preferable but not required. Provide an itemized percentage breakdown of the items that are accounted in the overhead rate. Administrative and clerical support services are considered part of overhead.

**EXHIBIT 3**  
**REQUEST FOR QUALIFICATIONS**  
**Executive Construction Management Services**  
**San Francisco General Hospital Rebuild Program**

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Fully burdened staff billing rates to be calculated as follows:

Billing rate =  $(DL + DL \times FR + DL \times OH) \times 1.1 = \$ \underline{\hspace{2cm}} / \text{hour}$

Where: DL = Direct Labor (base rate)  
 FR = Fringe (salary burden)  
 OH = Overhead rate  
 = Profit factor

Note: Overtime rate = Fully Burdened Staff Billing Rates  $\times 1.5$

Fully burdened staff billing rates/hour for professional positions (categories of positions) as indicated in table format below. If a position is not applicable, indicate 'Not applicable'. If a position is not listed, utilize 'Other' and describe the position.

<i>Position</i>	<i>Direct Labor Rate (\$/hr)</i>	<i>Billing Rate (\$/hr)</i>
Principal	\$95.19	\$225.13
Project Manager		
Construction Manager		
Assistant Construction Manager		
Cost Engineer/Estimator		
Scheduling Engineer/Estimator	\$56.73	\$134.17
Inspector of Record		
Project Engineer		
Office Engineer		
Field Engineer		
Field Technician		
Construction Inspector		
QA/QC Inspector/Coordinator		
Administrative Supervisor		
Administrative/Clerical Support		
Other (describe)		

EXHIBIT 3  
REQUEST FOR QUALIFICATIONS  
Executive Construction Management Services  
San Francisco General Hospital Rebuild Program



The following rates shall apply for all other services and charges, and remain in effect throughout the term of the contract for both the prime consultant and all sub-consultants:

<i>Services</i>	<i>Rates/Schedule</i>
Sub-consultant work	Cost plus 5% (for a maximum of two tiers of subconsultants)
Meal expenses	Not reimbursable
Lodging	Not reimbursable without prior agreement
Air/taxi/shuttle/rail fares	Not reimbursable without prior agreement
Other direct costs	At cost
Travel	The Internal Revenue Service (IRS) standard mileage rate for business use of an automobile. No markup applies. This rate is subject to change annually. Travel expenses will be reimbursed only when work locations are outside of Sa Francisco and only with prior approval. Expenses associated with traveling to and from prime consultant's offices and sub-consultants' offices located outside San Francisco to and from work sites within San Francisco are not reimbursable.

The following non-reimbursable items are considered part of the work to provide services. Costs associated are considered to be included in the staff billing rate. They shall remain in effect throughout the term of the contract for the prime consultant and all sub-consultants:

- Office supplies
- Office equipment
- Computers
- Telephones calls
- Cell phone and calls
- Fax
- Cameras
- Photocopies
- Safety equipment and supplies
- Tools