

CITY AND COUNTY OF SAN FRANCISCO

**CONTRACT ORDER**

CONTRACT WITH:

**WCME JV**  
**182 2<sup>ND</sup> STREET, SUITE 500**  
**SAN FRANCISCO, CA 94105**

Original

Modification - Increase

- Decrease

Date Change

Department: 27 Airport Commission		Controller No.: DPAC16001358
* Department Contact: CLAUDIA LUQUIN		Tel. No: (650) 821-7721
PS Contract 1000006322	PS PO 0000054414 & 0000109371 & 0000300967 & 0000376197	Date: 11/19/2019 Page <u>1</u> of <u>1</u>
Category Code 95877	Supplier ID 0000008437	Job No. CT 10071.41
Period Covered: 04/12/2016- 10/04/2023		Amount: \$19,000,000.00

**FOR THE PURPOSE OF: MODIFICATION NO. 8 FOR CT 10071.41 – PROJECT MANAGEMENT SUPPORT SERVICES FOR TERMINAL 3 WEST PROJECT**

TO PROVIDE PROJECT MANAGEMENT SUPPORT SERVICES (PMSS) FOR THE TERMINAL 3 WEST MODERINIZATION AND BOARDING ARE F PASSENGER BOARDING BRIDGE PROJECT IN AN AMOUNT NOT TO EXCEED \$50,000,000.00. MODIFICATION NO. 08 ADMINISTRATIVELY MODIFIES THE TERMS AND CONDITIONS OF THE AGREEMENT.

PSC NO: 40697-14/15 FOR 04/20/15-02/01/23 FOR \$900,000,000  
 PSC FORM 2 APPROVED AMOUNT: \$50,000,000; CSC APPROVED 06/27/16

PREVIOUS ENCUMBRANCE: \$2,658,508.57 (DPAC16001358)  
 PREVIOUS ENCUMBRANCE: 531,491.51 (0000054414)  
 PREVIOUS ENCUMBRANCE: 5,246,553.00 (0000109371)  
 PREVIOUS ENCUMBRANCE: 3,150,000.00 (0000300967)  
**THIS ENCUMBRANCE: 19,000,000.00 (0000376197)**  
 TOTAL ENCUMBRANCE \$30,586,553.08

**CONTRACT PERIOD:** EXPIRE ON 10/04/2023  
**CONTRACT AWARD:** \$8,100,000 PER COMMISSION RESOLUTION NO. 16-0053.  
 MODIFICATION NO.1 TO EXTEND CONTRACT TERM FOR ONE YEAR PER COMMISSION RESOLUTION 17-0064. MODIFICATION NO.3 AND 4 FOR NEW CONTRACT AMOUNT OF \$14,000,000 FOR SERVICES THROUGH APRIL 4, 2019 PER COMMISSION RESOLUTION NO.18-0053. \$36,000,000 PER COMMISSION RESOLUTION NO. 18-0370.

Insurance Required	PGH WONG	CPM	MCK	ECS
Worker's Comp.	\$1M-09/01/20	\$1M-01/01/20	\$1M-07/29/20	\$1M-02/04/20
Comp. Gen. Liab.	\$1M-12/18/19	\$1M-01/01/20	\$2M-07/29/20	\$2M-02/04/20
Automobile	\$1M-12/18/19	\$1M-01/01/20	\$1M-07/29/20	\$1M-02/04/20
Excess/Umbrella	\$10M-12/18/19	\$9M-01/01/20	\$1M-07/29/20	N/A
Professional Liab.	\$10M-12/15/19	\$5M-01/01/20	\$2M-07/29/20	\$2M-02/04/20

Mail Invoice to:  
 CLAUDIA LUQUIN – PLANNING, DESIGN & CONSTRUCTION  
  
 San Francisco Airport Commission  
 P.O. Box 8097  
 San Francisco, CA 94128

**RECOMMENDED AND APPROVED**

IVAR C. SATERO Airport Director		Chief Administrative Officer, Board of Supervisor		Materials, Supplies & Services Purchaser Real Property Leases & Rents Director of Property		Certification Date:  <b>NOV 19 2019</b>		
LN	NUMBER	AMOUNT	ACCOUNT	FUND	DEPT	AUTHORITY	PROJECT	ACTIVITY
3	0000376197	\$19,000,000.00	527990	18521	109722	19698	10004203	0007

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

**Modification No. 8**

**Contract No. 10071.41  
Project Management Support Services for  
the Terminal 3 West Modernization Project**

THIS MODIFICATION (this "Modification") is made effective as of September 16, 2019, in San Francisco, California, by and between **WCME JV** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission, hereinafter referred to as "**Commission.**"

RECITALS

- A. City and Contractor have entered into the Agreement for the San Francisco International Airport (the "Airport" or "SFO") (as defined below); and
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On February 16, 2016, by Resolution No. 16-0053, the Commission awarded this Agreement to the Contractor for an amount not to exceed \$8,100,000 for the first year of services; and
- D. On March 21, 2017, by Resolution No. 17-0064, the Commission approved Modification No. 1 extending the term of the Agreement through April 3, 2018. Other administrative changes were also incorporated through Modification No. 1; and
- E. On October 1, 2017, City and Contractor administratively modified the Agreement to update the labor rates through Modification No. 2; and
- F. On March 6, 2018, by Resolution No. 18-0053, the Commission approved Modification No. 3 increasing the contract amount by \$1,890,000 for a new total contract amount not to exceed \$9,990,000 and extending the term of the Agreement through August 30, 2018. Labor rates were also updated through Modification No. 3; and
- G. On March 6, 2018, by Resolution No. 18-0053, the Commission approved Modification No. 4 increasing the contract amount by \$4,010,000 for a new total contract amount not to exceed \$14,000,000 and extending the term of the Agreement through April 4, 2019; and
- H. On July 31, 2018, by Resolution 284-18, the Board of Supervisors approved Modification No. 4 to this Agreement under San Francisco Charter Section 9.118; and
- I. On August 1, 2018, City and Contractor administratively modified the Agreement to replace a sub-consultant through Modification No. 5; and
- J. On November 20, 2018, by Resolution No. 18-0370, the Commission approved Modification No. 6 increasing the contract amount by \$36,000,000 for a new total contract amount not to exceed \$50,000,000

and extending the term of the Agreement through October 4, 2023. A standard contractual clause was also updated through Modification No. 6; and

K. On February 12, 2019, by Resolution No. 73-19, the Board of Supervisors approved Modification No. 6 to this Agreement under San Francisco Charter Section 9.118; and

L. On January 1, 2019, Contractor's joint venture member, Cooper Pugeda Management, Inc., assigned its membership in the Contractor to CPM Associates, Inc.; and

M. On March 20, 2019, City and Contractor administratively modified the Agreement to update the overhead rates through Modification No. 7; and

N. City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to add new sub-consultants, update the overhead rates, and update the Agreement to maintain consistency with statutory, Code, San Francisco ordinances effecting contracting, and other applicable standard changes to City contracts that occurred since execution of the Agreement; and

O. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 40697-14/15 on June 27, 2016; and

P. The Contractor represents and warrants that it is qualified to perform the services required by City under this Agreement;

Now, THEREFORE, Contractor and City agree as follows:

1. **Article 1. Definitions, 1.1 Agreement** has been revised. The definition "Agreement" shall mean the Agreement dated February 16, 2016 between Contractor and City, as amended by the:

Modification No. 1,	dated March 21, 2017,
Modification No. 2,	dated October 1, 2017,
Modification No. 3,	dated March 6, 2018,
Modification No. 4,	dated March 6, 2018,
Modification No. 5,	dated August 1, 2018,
Modification No. 6,	dated November 20, 2018, and
Modification No. 7,	dated March 20, 2019.

2. **Article 1. Definitions** is amended as follows:

a. **New Section 1.10 Other Terms** is hereby added to the Agreement to read as follows:

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

b. **New Section 1.11 Confidential Information** is hereby added to the Agreement to read as follows:

1.11 **Confidential Information.** The term "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California

Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

3. **Section 5.1.6** is hereby deleted in its entirety and replaced with **New Section 5.1.6** to read as follows:

5.1.6 Before commencing any Services, Contractor 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 coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

4. **Section 8.4.1** is hereby deleted in its entirety and replaced with **New Section 8.4.1** to read as follows:

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.2	Works for Hire
3.4	Audit and Inspection of Records	10.4	Nondisclosure of Private, Proprietary or Confidential Information
3.5	Submitting False Claims	10.20	Management of City Data and Confidential Information
Article 5	Insurance and Indemnity	11.6	Dispute Resolution Procedure
6.1	Liability of City	11.7	Agreement Made in California; Venue
6.3	Liability for Incidental and Consequential Damages	11.8	Construction
Article 7	Payment of Taxes	11.9	Entire Agreement
8.1.6	Payment Obligation	11.10	Compliance with Laws
9.1	Ownership of Results	11.11	Severability

5. **Section 10.11 Limitations on Contributions** is hereby deleted in its entirety and replaced with **New Section 10.11 Limitations on Contributions** to read as follows:

10.11 **Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any

subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

6. **New Section 10.20 Management of City Data and Confidential Information** is hereby added to the Agreement to read as follows:

**10.20 Management of City Data and Confidential Information.**

10.20.1 **Access to City Data.** City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

10.20.2 **Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

10.20.3 **Disposition of Confidential Information.** Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

7. **Appendix B – Calculation of Charges, Paragraph 3.2.1** is hereby deleted in its entirety and replaced with the following:

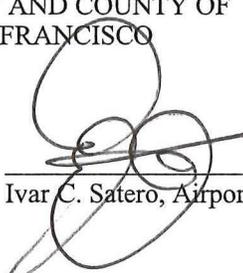
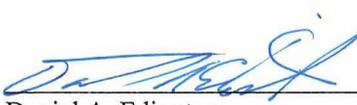
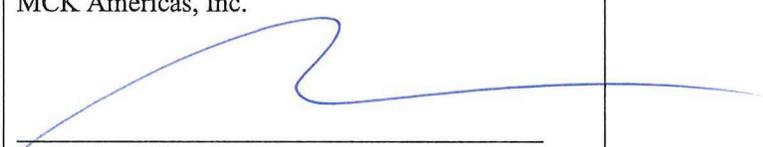
3.2.1 The approved overhead rates are:

<b>Firm Name</b>	<b>Home Office Overhead Rate</b>	<b>Field Office Overhead Rate</b>
PGH Wong Engineering, Inc.	125.00%	125.00%
CPM Associates, Inc.	110.00%	110.00%
MCK Americas, Inc.	119.95%	119.95%
Environmental & Construction Solutions, Inc.	120.00%	120.00%
AECOM Technical Services, Inc.	158.03%	128.10%

AMC Consulting Engineers, Inc.	138.10%	134.00%
Apex Testing Laboratories, Inc.	163.20%	150.00%
Chaves & Associates	145.00%	145.00%
CM Pros	166.93%	145.00%
Hollins Consulting, Inc.	120.00%	120.00%
PSC Associates, Inc.	180.75%	180.75%
Saylor Consulting Group	125.12%	125.12%
Stok, LLC	137.75%	121.64%

**8. Legal Effect.** Except as expressly changed by this Modification, 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 Modification as of the certification date referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
 By: _____ Ivar C. Satero, Airport Director	 _____ Authorized Signature
Approved as to Form:  Dennis J. Herrera City Attorney	Clifford S. M. Wong President PGH Wong Engineering, Inc.
 By: _____ Daniel A. Edington Deputy City Attorney	 _____ Authorized Signature
	Ismael G. Puga President CPM Associates, Inc.
	 _____ Authorized Signature
	Brendan P. McDevitt President MCK Americas, Inc.
	 _____ Authorized Signature
	Andrew Petreas <i>PATRICK COLLINS</i> President Environmental & Construction Solutions, Inc.
	WCME JV 182 2nd Street, Suite 500 San Francisco, California 94105  City Supplier Number: 0000008437  Federal Employer ID Number: 810714202

# SFO Routing Slip



Time Sensitive

Please Return by

11/21/2019

**Subject**

**CONTRACT MODIFICATION**

**Contract No. 10071.41, PMSS for Terminal 3 West Modernization Project  
Modification No. 8**

**Origination**

Date **11/7/2019**

Division **Planning, Design and Construction**

Dept./Sec. **Procurement and Contracts Section**

No.	Name	Action	Initial	Date
1.	Katarina Lam	Originator	<i>KL</i>	11/7/19
2.	Daniel Edington	Signature	<i>[Signature]</i>	11/8/19
3.	Ivar Satero	Signature	<i>[Signature]</i>	11/8/19
4.	Hazelle Fernandez <i>Sally Zia</i>	Signature	<i>[Signature]</i>	11/19/19
5.	Katarina Lam	Information		

**Comments**

**Return to**

Name Katarina Lam Ext. 1-7839  
 Email [katarina.lam@flysfo.com](mailto:katarina.lam@flysfo.com)