

File No. 120906

Committee Item No. 2

Board Item No. 12

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date 10/10/2012

Board of Supervisors Meeting

Date October 16, 2012

Cmte Board

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Victor Young Date October 5, 2012

Completed by: Victor Young Date 10/11/12

[Approval of Amendment to the Construction Management Services Agreement for the Laguna Honda Hospital Replacement Program]

Resolution authorizing the Director of Public Works to execute an amendment to the construction management services agreement with Cooper Pugeda Management, Inc. for the Laguna Honda Hospital Replacement Program from \$16,694,421 to \$16,805,733.

orig. of record

WHEREAS, The Director of Public Works has entered into an agreement dated May 31, 2002 with Turner Construction Company/Cooper Pugeda Management, Inc., A Joint Venture to provide Professional Construction Management Services for the Laguna Honda Hospital Replacement Program; and

WHEREAS, The Director of Public Works approved an Assignment and Assumption Agreement dated May 9, 2003 severing the joint venture and assigning the terms and conditions of the Agreement solely to Cooper Pugeda Management, Inc.; and

WHEREAS, on May 17, 2011 the Board of Supervisors adopted Resolution 202-11 authorizing an increase in the contract amount in the agreement with Cooper Pugeda Management, Inc., resulting in a contract in an amount not to exceed \$16,694,421; and

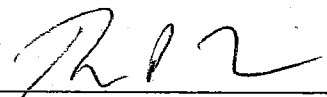
WHEREAS, The parties have agreed to increase the scope of work that would be performed by Cooper Pugeda Management, Inc. under the agreement and to increase the contract sum by \$111,312; and

WHEREAS, Section 9.118(b) of the Charter requires that all agreements having a term in excess of ten years, or requiring expenditures in excess of ten million dollars, or amendments to said agreements in excess of \$500,000 be approved by the Board of Supervisors; now, therefore, be it

///

1 RESOLVED, That the Board of Supervisors does hereby authorize the Director of
2 Public Works to enter into amendments to the May 9, 2003 agreement with Cooper Pugeda
3 Management, Inc., resulting in a contract amount not to exceed \$16,805,733.
4

5
6 APPROVED AS TO FORM:
7 Dennis J. Herrera, City Attorney

8 
9 _____
10 Ronald P. Flynn, Deputy City Attorney

11
12 RECOMMENDED BY:
13 DEPARTMENT OF PUBLIC WORKS

14 
15 _____ 8/1/12
16 Mohammed Nuru, Director of Public Works
17
18
19
20
21
22
23
24
25

Item 2
File 12-0906
(Continued from October 3, 2012)

Department:
 Department of Public Works (DPW)
 Department of Public Health (DPH)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would authorize the Director of Public Works to execute Modification No. 16 to the Construction Management Services Agreement with Cooper Pugged Management, Inc. (CPM) for the Laguna Honda Hospital (LHH) Replacement Program, to increase the Agreement by \$608,969 from a not-to-exceed \$16,196,764 to a not-to-exceed \$16,805,733.

Key Points

- On June 15, 2011, DPW executed Modification No. 15 to the Construction Management Services Agreement with CPM to increase the Agreement by \$497,657 from a not-to-exceed \$16,196,764 to a not-to-exceed \$16,694,421, which was not subject to Board of Supervisors approval because the Agreement was increased by less than \$500,000. Since the latest authorized Agreement amount is a not-to-exceed \$16,694,421 and since the new requested not-to-exceed amount is \$16,805,733, the proposed resolution should therefore be amended to authorize the Director of Public Works to execute Modification No. 16 to the Construction Management Services Agreement with CPM to increase the Agreement by \$111,312 from \$16,694,421 to a not-to-exceed \$16,805,733, an increase of \$111,312.

Fiscal Impact

- Based on a competitive Request for Proposal (RFP) process, the initial Construction Management Services Agreement between DPW and CPM was awarded in the not-to-exceed \$601,000. If the proposed Modification No. 16 authorizing a new not-to-exceed Agreement amount of \$16,805,733 is approved, the total amount of the Agreement would increase by \$111,312 from \$16,694,421 to a not-to-exceed \$16,805,733. Mr. John Thomas of DPW advises that the original Agreement amount of \$601,000 has significantly increased because the Agreement was intended to be initiated in stages, in which the Agreement would be modified annually based on the work plan for the particular year involved.

Policy Consideration

- DPW requested Board of Supervisors approval of Modification No. 10 to cover DPW-authorized Modification No.'s 10, 11, 12 to the subject Agreement, which should have each been subject to separate Board of Supervisors approval. In addition, Modification No. 13, which DPW authorized, should have been subject to Board of Supervisors approval.

Recommendations

- Amend the proposed resolution to reflect that the subject Modification No. 16 would result in an increase of \$111,312 (instead of an increase of \$608,969) from a not-to-exceed amount of \$16,694,421 (instead of \$16,196,764) to a not-to-exceed amount of \$16,805,733.
- Approve the proposed resolution, as amended.

MANDATE STATEMENT/BACKGROUND

Section 9.118(b) of the City's Charter requires that all agreements in excess of \$10,000,000 or amendments to said agreements in excess of \$500,000 be subject to approval by the Board of Supervisors.

Background

The Laguna Honda Hospital (LHH) Replacement Program comprises demolition, construction, and renovation of LHH, including (a) the construction of four new buildings: South, Link, East, and West, and (b) renovations to existing facilities.

As shown in Table 1 below, the total estimated LHH Replacement Program budget is \$584,946,602.

Table 1: Laguna Honda Hospital Replacement Program Budget

	Budgeted Expenditures
Professional Services	
Design Agreement	\$50,800,000
Construction Management	20,716,795 ¹
Permits and Fees	7,995,831
DPW Program Management	7,956,227
Special Inspection and Testing	6,360,579
Surveys, Reproduction, Activation	2,515,295
DPW Architecture	2,428,642
Hazardous Materials	1,734,813
Environmental Impact Report	289,503
Subtotal	\$100,797,685
Construction	
Construction	\$484,148,917
Subtotal	\$484,148,917
Total	\$584,946,602

Table 2 below summarizes the sources of funding for the \$584,946,602 LHH Replacement Program.

¹ Budgeted expenditures for Construction Management include \$14,596,548 or 70.5 percent in agreements with private contractors and \$6,120,247 or 29.5 percent in City employee staff time.

Table 2: Sources of Funding for LHH Replacement Program

General Obligations Bonds*	\$296,083,671
Interest Earned from General Obligation Bonds	26,771,514
Tobacco Settlement Revenues**	133,554,943
Interest Earned from Tobacco Settlement Revenues	7,437,788
Certificates of Participation	120,000,000
Grants***	1,098,686
Total	\$584,946,602

*-General Obligation Bonds approved by the San Francisco voters on November 2, 1999.

**-Tobacco Settlement Revenues are funds received under a 1998 Master Settlement Agreement between the Attorney General of the State of California and various manufacturers of tobacco products, which is administered by the State of California.

***-Grants are from the US Health Resources and Service Administration (HRSA) and the US Department of Housing and Urban Development (HUD).

Following a competitive Request for Proposal (RFP) process in May of 2001, the Department of Public Works (DPW) awarded a Construction Management Services Agreement to Cooper Pugaeda Management, Inc. (CPM)² to provide construction management services throughout the planning, design, bid, construction and post-construction phases of the LHH Replacement Program.

According to Mr. John Thomas, DPW Program Manager for the LHH Replacement Program, the LHH Replacement Program commenced construction in the fall of 2002. Mr. Thomas advises that due to unanticipated significant structural repairs, the estimated completion of the LHH Replacement Program has been delayed from the previously estimated completion date of late 2013 to early 2014.

The initial Construction Management Services Agreement between DPW and CPM was for a not-to-exceed amount of \$601,000. Since the original Construction Management Services Agreement for \$601,000 was approved in 2001, there have been 15 modifications to the Agreement. Only two of the previous 15 modifications to the Agreement were subject to Board of Supervisors approval (Modification No.10, Resolution No.357 -08, and Modification No. 14, Resolution No. 202-11). The Budget and Legislative Analyst notes that the first 9 modifications to the Agreement were not subject to Board of Supervisors approval because the Agreement did not exceed \$10,000,000.

² The original Construction Management Services Agreement awarded by DPW in May, 2002 was with Turner Construction Company/Cooper Pugaeda Management, Inc. a joint venture. However, the joint venture was severed in May, 2003 to enable Turner Construction Company to compete in the selection of another project. The DPW approved an Assignment and Assumption Agreement dated May 9, 2003 severing the joint venture and assigning the terms and conditions of the Agreement solely to Cooper Pugaeda Management, Inc.

The Budget and Legislative Analyst notes that Modification No. 10 (Resolution No. 357-08), which was approved by the Board of Supervisors on August 8, 2008, authorized DPW to increase the Construction Management Services Agreement by \$4,789,098 from a not-to-exceed \$9,995,383 to a not-to-exceed \$14,784,481. Because Modification No. 10 resulted in the Agreement exceeding \$10,000,000, Board of Supervisors approval was required for Modification No. 10.

However, rather than increasing the Agreement to \$14,784,481 with a single modification, as previously approved by the Board of Supervisors in Resolution No. 357-08, DPW instead executed Modification No. 10 in August of 2008 to increase the Construction Management Services Agreement with CPM by only \$670,810 from a not-to-exceed \$9,995,383 to a not-to-exceed \$10,666,193. Subsequently, DPW executed two additional modifications (Modifications No. 11 and No. 12), which were not subject to Board of Supervisors approval, as follows:

- Modification No. 11, executed on December 23, 2008, increased the Agreement by \$2,838,534 from a not-to-exceed \$10,666,193 to a not-to-exceed \$13,504,727.
- Modification No. 12, executed on December 11, 2009, increased the Agreement by \$1,298,710, from a not-to-exceed \$13,504,727 to a not-to-exceed \$14,803,437. The Budget and Legislative Analyst notes that the new not-to-exceed amount of \$14,803,437 was \$18,956 greater than the not-to-exceed amount of \$14,784,481 previously approved by the Board of Supervisors on August 8, 2008 (Resolution No. 357-08).

Mr. Thomas advises that DPW considered the authorization by the Board of Supervisors in August 2008 under Resolution No. 357-08, which increased the Agreement to a not-to-exceed \$14,784,481, to cover the three modifications to the actual Construction Management Services Agreement with CPM, which were made separately in August 2008, December 2008, and December 2009, respectively, to a not-to-exceed \$14,803,437, because DPW's approach to the Agreement had been, and remained, to modify the Agreement annually based on the work plan for the particular year involved.

Modification No. 13, executed by DPW on July 21, 2010, subsequently increased the Agreement by \$499,992, from a not-to-exceed \$14,803,437 to a not-to-exceed \$15,303,429. Although the new not-to-exceed 15,303,429 was \$518,948 greater than the last Board of Supervisors-approved not-to-exceed \$14,784,481, DPW did not request Board of Supervisors approval, apparently because the \$499,992 specific increase in Modification No. 13 was less than \$500,000. However, Modification No. 13 should have been subject to Board of Supervisors approval because the new not-to-exceed \$15,303,429 was more (\$518,948) than \$500,000 over the last not-to-exceed \$14,784,481 previously approved by the Board of Supervisors.

The Budget and Legislative Analyst notes that on May 17, 2011 the Board of Supervisors approved a resolution (Resolution No. 202-11) authorizing DPW to execute Modification No. 14, which increased the Construction Management Services Agreement with CPM by an additional \$893,335 from a not-to-exceed \$15,303,429 to a not-to-exceed \$16,196,764.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize the Director of Public Works to execute Modification No. 16 to the Construction Management Services Agreement with Cooper Puga Management, Inc. (CPM) for the LHH Replacement Program, to increase the Construction Management Services Agreement by \$608,969, from a not-to-exceed \$16,196,764 to a not-to-exceed \$16,805,733.

Mr. Thomas advises that the proposed increase of \$608,969 to the Construction Management Services Agreement would fund continued construction management services, including (a) independent construction cost estimates, (b) construction scheduling support, (c) general administrative support, and (d) Office of Statewide Health Planning and Development (OSHPD) inspections related to the remodel of the existing LHH building.

However, Mr. Thomas advises that on June 15, 2011, DPW executed Modification No. 15 to the Construction Management Services Agreement with CPM to increase the Agreement by \$497,657 from a not-to-exceed \$16,196,764 to a not-to-exceed \$16,694,421. Modification No. 15, which increased the Agreement by \$497,657 from a not-to-exceed \$16,196,764 to a not-to-exceed \$16,694,421, was not subject to Board of Supervisors approval because the Agreement was increased by less than \$500,000.

Since the latest authorized Agreement amount is a not-to-exceed \$16,694,421 and since the new requested not-to-exceed amount is \$16,805,733 the proposed resolution should be amended to authorize the Director of Public Works to execute Modification No. 16 to the Construction Management Services Agreement with CPM for the LHH Replacement Program, from a not-to-exceed \$16,694,421 to a not-to-exceed \$16,805,733, an increase of \$111,312. The proposed Modification No. 16, which would increase the Agreement by \$111,312, is subject to Board of Supervisors approval because it would increase the Agreement to a not-to-exceed \$16,805,733, which is \$608,969 greater than the last not-to-exceed amount of \$16,196,764 previously approved by the Board of Supervisors on May 17, 2011 (Resolution No. 202-11).

FISCAL IMPACTS

The proposed Modification No. 16 for an increase of \$111,312 would increase the existing Construction Management Services Agreement from a not-to-exceed \$16,694,421 to a not-to-exceed \$16,805,733. The proposed \$111,312 increase would be funded through a reallocation of existing LHH Replacement Program funds previously appropriated by the Board of Supervisors. Mr. Thomas advises that the total LHH Replacement Program cost is not anticipated to exceed the budgeted \$584,946,602 as shown in Table 1 above.

Mr. Thomas advises that the proposed increase of \$111,312 under Modification No. 16, combined with the increase of \$497,657 from Modification No. 15, which totals \$608,969, would fund approximately three full-time equivalent CPM employees through the first quarter of calendar year 2013. As noted above, the initial Construction Management Services Agreement between DPW and CPM was for a not-to-exceed amount of \$601,000. If the proposed Modification No. 16 for \$111,312 is approved, the total Construction Management Services Agreement would increase to a not-to-exceed amount of \$16,805,733. However, Mr.

Thomas notes that the original Agreement amount of \$601,000 has significantly increased because the Agreement was intended to be initiated in stages, in which the Agreement was modified annually based on the work plan for the particular year involved.

POLICY CONSIDERATIONS

The proposed amendment is the result of direct negotiations with CPM rather than through a competitive process.

As with previous amendments, DPW is requesting a \$111,312 increase in the existing agreement rather than undergoing a new competitive Request for Proposal (RFP) process for construction management services. Mr. Thomas advises that this professional service agreement provides construction management support for the LHH Replacement Program, which is a multi-year, multi-phased program. According to Mr. Thomas, an RFP was originally issued to select the most qualified contractor to support the LHH Program over its duration. The current Cooper Puseda Management staff-members assigned to the LHH Replacement Program are familiar with the program and are an integral component of the project team.

The Budget and Legislative Analyst concurs with the negotiation process utilized by DPW.

Clarification is needed on Board of Supervisors approval of increases to agreements exceeding \$10,000,000.

As discussed above, six modifications (Modification No.'s 10-15) have been made to the LHH Replacement Program Construction Management Services Agreement since the Agreement exceeded \$10,000,000.

Resolution No. 357-08, which was previously approved by the Board of Supervisors on August 8, 2008, authorized an increase to the Construction Management Services Agreement with CPM from a not-to-exceed \$9,995,383 to a not-to-exceed \$14,784,781, an increase of \$4,789,098.

However, Modification No. 10 to the Construction Management Services Agreement actually executed by DPW on August 22, 2008 increased the not-to-exceed amount by only \$670,810. Modification No. 11, executed by DPW on December 23, 2008, subsequently increased the not-to-exceed amount by \$2,838,534 from \$10,666,193 to \$13,504,727, and Modification No. 12, executed by DPW on December 11, 2009 subsequently increased the not-to-exceed amount by \$1,298,710 from \$13,504,727 to \$14,803,437.

According to Mr. Jon Givner, Deputy City Attorney, the not-to-exceed agreement amount included in resolutions previously approved by the Board of Supervisors should be consistent with actual agreements executed by City departments. In addition, Mr. Givner advises that for agreements in excess of \$10,000,000, although individual amendments that are less than \$500,000 are not subject to Board of Supervisors approval, if the collective amendments are greater than \$500,000, then the amendment that exceeds the \$500,000 threshold is subject to Board of Supervisors approval. Therefore, DPW should have requested approval for Modification No.'s 10, 11 and 12 by the Board of Supervisors separately.

In addition, Modification No. 13, which increased the Agreement by \$499,992 from a not-to-exceed \$14,803,437 to a not-to-exceed \$15,303,429, should have been subject to Board of Supervisors approval because although the increase was for \$499,992, the new not-to-exceed \$15,303,429 was \$518,948 greater than the latest not-to-exceed amount of \$14,784,481 previously approved by the Board of Supervisors.

RECOMMENDATIONS

1. Amend the proposed resolution to reflect that the subject Modification No. 16 would result in an increase of \$111,312 (instead of an increase of \$608,969) from a not-to-exceed amount of \$16,694,421 (instead of \$16,196,764) to a not-to-exceed amount of \$16,805,733.
2. Approve the proposed resolution, as amended.

MODIFICATION NO. 16 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547

Contract No. ENAT0400001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco
Department of Public Works
Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0935

MODIFICATION NO. 16 TO THE AGREEMENT

Between the City and County of San Francisco and

COOPER PUGEDA MANAGEMENT, INC.

The City and County of San Francisco and Cooper Pugged Management, Inc. have entered into an Agreement dated July 31, 2002. This Modification to the Agreement ("Modification No. 16") dated May 11, 2012 in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugged Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugged Management, Inc., Joint Venture.

RECITALS

WHEREAS, the parties intend to increase the compensation to be paid to CM by \$111,312;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges for revised Work Plan 2012;

Now, THEREFORE, the parties agree as follows:

A. Modify the Contract by amending Section 5 – "Compensation," as follows:

FROM:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed **sixteen million six hundred ninety-four thousand four hundred and twenty-one (\$16,694,421)** inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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."

TO:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed **sixteen million eight hundred five thousand and seven hundred thirty-three (\$16,805,733)** inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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."

though fully set forth herein.”

- B. Modify the Contract by replacing Appendix A – Services to be Provided by CM in its entirety to reflect the scope of work for Work Plan 2012 attached hereto as Attachment 1.
- C. Appendix B – Calculation of Charges – replacing the 2012 Work Plan dated 06/10/11 with revised 2012 Work Plan dated 4/26/12.
- D. In all other respects, the provisions of the Agreement dated July 31, 2002 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 16 to the Agreement on the day first mentioned above.

CITY

CONTRACTOR

Signature for Department

Authorized Signature

John Thomas

Printed Name

Ismael Pugeda, President

Printed Name and Title

Approved as to Form:

Dennis J. Herrera
City Attorney

Cooper Pugeda Management, Inc.

Company Name

By

Ron Flynn
Deputy City Attorney

65 McCoppin Street

Address

Approved:

San Francisco, CA 94103

City, State, ZIP

Edgar A. Lopez, AIA
Bureau Manager
Department of Public Works

(415) 543-6515

Phone Number

Approved:

Fuad S. Sweiss, PE, PLS
City Engineer and
Deputy Director for Engineering

94-3227941

Federal Employer ID Number

Approved:

Mohammed Nuru
Director of Public Works

Approved:

Naomi Kelly
City Administrator

Attachments:

Attachment 1 – Appendix A – Services to be Provided by CM

Attachment 2 – Appendix B – Calculation of Charges for Work Plan 2012 dated April 30, 2012

Attachment 3 – HRC form 10

Attachment 1
Appendix A – Services to be Provided by CM

Attachment 1
Appendix A – "Services to be Provided by CM"

Cooper Puga Management
ENAT0400001
Modification No. 16

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

1. Prepare independent estimates.
2. Document Change Order Entitlement and Reasonableness where directed.
3. Provide assistance to change order tracking, project control system maintenance
4. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
5. Work with the IOR Staff to prepare close-out and documentation binders.
6. Attend OSHPD review meetings and follow-up with outstanding items.
7. Provide OSHPD Certified Inspectors of Record when directed
8. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.
9. Coordinate communications between IOR and LHH Operations.
10. Facilitate the communication between the IOR staff, contractors, Turner (Construction Manager's) and LHH Operations.
11. Ensure Testing Lab documentation is current and complete.
12. Review Invoicing from Construction Manager and Special Inspection Firms as requested by City.
13. Manage document flow, filing and other administrative duties as directed by City
14. Provide administrative support to the City.
15. Maintain the program's database for tracking cost controls.
16. Assist the Project Manager as directed.
17. Seismic Bracing Coordinator to assist Turner in the coordination, installation and troubleshooting of seismic bracing connections as directed by the City.
18. Document Control Engineer to perform document control duties to render a complete set of OSHPD and Project documents and assist in the posting of the RFI's and Bulletins to the various plan sets.
19. Force Account Coordinator to assist Turner in the tracking and of force account elements in the field as directed by the City.
20. Low Voltage / Security System Coordinator to assist Turner in the coordination, installation, and troubleshooting of the security system and various low voltage systems as directed by the City.
21. Electrical Systems Coordinator to assist Turner in the coordination, installation, and troubleshooting of the various electrical components for the project as directed by the City.
22. Mechanical, Distribution, and Plumbing coordinator to assist Turner in the coordination, installation, and troubleshooting of the mechanical and plumbing systems as directed by the City.
23. Exterior and Interior Framing and window wall coordinator to assist Turner in the coordination, installation of the interior framing and exterior window wall systems as directed by the City.

Attachment 2
Appendix B – Calculation of Charges

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM
 CODPER PUGEDA MANAGEMENT ENAT04000001
 CONSTRUCTION MANAGEMENT SERVICES

Firm	Mod #15B			Mod #16		
	Work Plan 2012	Total Modified Contract	Adjustment	Work Plan 2012	Modification Amount	Total Modified Contract
Turner Total		946,176	0	0	0	946,176
CPM Total	263,550	6,494,241	(235,651)	292,238	56,687	6,550,928
BDI Total	0	2,505,452	3,779	0	3,779	2,509,231
Powell Total		188,593	0	0	0	188,593
CM West Total	22,179	2,910,438	96,491	0	96,491	3,006,930
Andromeda Consulting Group			0	36,850	35,850	35,850
JKL Construction	0	490,633	22,315	0	22,315	512,948
Additional Service Requests (ASR):						
Olympic		9,052				9,052
MCS		1,200				1,200
ASR 1 - FW Associates		21,130				21,130
ASR 2 - Testing & Inspection/8400A (AME)		15,595				15,595
ASR 2A - Testing & Inspection/8400A (AME)		6,072				6,072
ASR 2B - Testing & Inspection/8400A (AME)		704				704
ASR 2C - Testing & Inspection/8400A (AME)		575				575
ASR 3 - Testing & Inspection/8410A (AME)		1,460				1,460
ASR 5 - Jacques Consulting		3,000				3,000
ASR 6 - Nyland Construction		13,796				13,796
ASR 7 - Air Monitoring Equipment		6,940				6,940
ASR 8 - CM-at-Risk Consulting Svcs. (Western Construction Consultants)		6,000				6,000
ASR 9 - Virtual Tour (Regency Virtual Studio)		15,000				15,000
ASR 9A - Virtual Tour (Regency Virtual Studio)		25,000				25,000
ASR 9B - Virtual Tour (Regency Virtual Studio)		14,279				14,279
ASR 9C - Virtual Tour (Regency Virtual Studio)		2,400				2,400
ASR 10 - Document Review (Redi-Check Pacific)		195,150				195,150
ASR 11 - Topographic Survey (Martin M. Ron Associates, Inc.)		8,575				8,575
ASR 13 - Team Retreat & Partnering Facilitator (Arne Godfrey)		1,500				1,500
ASR 13A - Partnering Facilitator (Arne Godfrey)		75				75
ASR 13B - Team Retreat & Partnering Facilitator (Arne Godfrey)		2,250				2,250
ASR 15 - LH/HRP Team Allowance		880				880
ASR 15A - LH/HRP Team Allowance		528				528
ASR 16 Temporary Facilities (Siemens)		4,800				4,800
ASR 17 - Fire Safety Solutions (Greg Granauds)		10,611				10,611
ASR 18 - Safety Consultant (TBD)		3,438				3,438
ASR 19 - EIR Required Documentation/Survey (ARG)		23,610				23,610
ASR 20 - F-3 Engineering Svcs. (Siemens)		3,100				3,100
ASR 21 - Construction Signage (Radius Svcs.)		2,436				2,436
ASR 22 - Ground Breaking Photographer (Thomas John Gibbons)		927				927
ASR 22A - Ground Breaking Parking (Forest Hill Christian Church)		100				100
ASR 23 - Mock-up/8415A (Marathon Computer)		288				288
ASR 23A - Mock-up/8415A (Direct TV)		471				471
ASR 23B - Mock-up/8415A (Best Buy)		569				569
ASR 24 - Program Cost Controls: DB/Software/Software		3,869				3,869
ASR 25 - Program's Storage Supplies		193				193
ASR 25A - Program's Storage Supplies		423				423
ASR 26 - Program's Data Base Development & Maintenance (Jlwi Ceth, CPM)		333,721	1,066		1,066	334,807
ASR 27 - Remodel Fire Alarm Design Svcs. (Siemens)		13,859				13,859
ASR 28 - Archeological Monitoring (Holman & Assoc)		3,259				3,259
ASR 29 - Signs Direct		138				138
ASR 30 - Fit-Gages		1,525				1,525
ASR 31 - Diablo Boiler (Phase 1)		12,645				12,645
ASR 32 - Diablo Boiler (Phase 2)		5,272				5,272
ASR 33 - Diablo Boiler		8,586				8,586
ASR 34 - Diablo Boiler Remedial Work		14,710				14,710
ASR 35 - Northern Energy		276				276
ASR 36 - Fluid Gauge Company		3,443				3,443
ASR 37 - Hurst Boiler & Welding Co. Inc.		3,001				3,001
ASR 38 - Vital Therm		641				641
ASR 39 - Diablo Boiler		3,645				3,645
ASR 40 - Diamond Fence Co. Inc.		3,600				3,600
ASR 41 - Northern Energy		752				752
ASR 42 - Construction Testing Services, Inc.		450				450
ASR 42 - Construction Testing Services, Inc.		(450)				(450)
ASR 43 - Elite Reprographics (CM-at-Risk Reports)		226				226
ASR 44 - Controlco Automation Distributors		460				460
ASR 46 - Diablo Boilers - Addendum to the Quote dated 02/17 Installing a Pump Trap		1,583				1,583
ASR 47 - Mobile Modular - Request for Monthly Trailer Lease		11,872				11,872
ASR 48 - Estimating Manuals		3,455				3,455
ASR 49 - Request for the Service at Laguna Honda Jobsite		782				782
ASR 50 MCAA Labor Manual Maintenance Fee		145				145
ASR 51 Siemens Fire Safety		11,000				11,000
ASR 52 Mechanical Traser Electrical Trade Book		1,494				1,494
ASR 53 FF&E Interviews		150				150
ASR 54 Flashlights		257				257
ASR 55 Trades Services - Software/Published Services		1,352				1,352
ASR 56 Mechanical Contractors Association of America Estimating		165				165
ASR 57 Group Mobile Computers		21,439				21,439
ASR 58 Trade Services - Software/Published Services		1,790				1,790
ASR 59 Material Testing 3rd Floor Framing/Materials Handling/H Wing		13,450				13,450
ASR 61 - Mechanical Contractors Association of America, Inc.		295				295
ASR 62 - Concrete Strength Testing Wing H		26,130				26,130
ASR 63 - Request for trade Services Renewal (12/01/08 - 12/01/09)		3,026				3,026
ASR 64 - Applied Materials and Engineering Inc.		1,760				1,760
ASR 65 - Mobile Modular - Trailer Removal 06/25/09		3,421				3,421
ASR 66 - Existing Building Remodel - Investigation Roof Slab		6,520				6,520
ASR 67 - Move Consultant Interviews		185				185
ASR 68 - Xplore Technologies Corp. - Repair Tablets		778				778
ASR 69 - Trade Services and MCAA Subscriptions		1,297				1,297
ASR 70 - Contractors Services (March/April)		8,437				8,437
ASR 71 - RS Means Cost Data Book		287				287
ASR 72 - Contractor Services for Stephanie Clarke-Finch		6,930				6,930
ASR 73 - Contractor Services for Stephanie Clarke-Finch		2,275				2,275
ASR 74 - Contractor Services for David Gibbs			1,260	0	1,260	1,260
ASR 75 - Audit Turner Construction Contract			0	39,638	39,638	39,638
Additional Services Total	0	946,028	2,346	39,638	41,984	988,012
Fund temporary positions under allowance						
Mark Evans (CPM)						
Jim Khas (CM West)						
Total Reduction from Allowance		62,065	0	0	0	62,065
Allowance	60,000	150,795	(150,795)	5,000	(145,795)	5,000
TOTAL	345,729	16,694,421	(261,415)	372,726	111,312	16,805,733

M/E/W/B/E PARTICIPATION

BDI	\$2,505,452	15.01%	\$2,509,231	14.93%
CM WEST	\$2,910,438	17.43%	\$3,006,930	17.86%
POWELL	\$188,593	1.13%	\$188,593	1.12%
TOTAL	\$5,604,483	33.57%	\$5,704,754	33.95%

Mod No. 8 extended the term through June 30, 2011. No monetary value.
 Mod No. 15 extended the term through December 31, 2012.

Cooper Pugeta Management #ENAT04000001
 Work Plan 2012
 Modification No. 16
 May 11, 2012

MOD #16	Personnel	Name	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	Hourly Rate	Billing Rate	Extension	7% Fee	2012 REVISED BUDGET	Variance
	GPM																				
	Project Manager	Jeffrey Cooper			50	50	50								150	\$ 61.45	\$ 132.12	\$ 19,818	\$ 1,387	\$ 21,205	\$ 21,205
	Field Engineer	William Sorfleet													0	\$ 74.24	\$ 159.51	\$ -	\$ -	\$ -	\$ (946,317)
	OSHPD Inspector	Chuck Suttler													0	\$ 65.00	\$ 139.75	\$ -	\$ -	\$ -	\$ (348,317)
	Scheduling Engineer	Richard Lavino	2	7	26	16	16	16	16	16	16	16	16	16	163	\$ 48.30	\$ 103.64	\$ 16,926	\$ 1,185	\$ 18,111	\$ 7,989
	OSHPD Inspector	BJ Williams	168	86	172	168									596	\$ 65.00	\$ 139.75	\$ 83,291	\$ 5,830	\$ 89,121	\$ 231,933
	Intern	Stephen Higgins			2			86	104	112					312	\$ 15.00	\$ 32.25	\$ 10,062	\$ 704	\$ 10,766	\$ 10,766
	Estimator VI														2	\$ 62.50	\$ 134.38	\$ 269	\$ 19	\$ 288	\$ -
	Estimator VII														820	\$ 23.00	\$ 53.75	\$ 64,548	\$ 4,518	\$ 69,067	\$ 69,067
	Administrative Assistant														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Document Control	Denise Hammond			7	10	10								27	\$ 33.43	\$ 71.87	\$ 1,841	\$ 136	\$ 2,076	\$ 18,457
	Office Manager / Assistant (I)	Minna Cotler	72	64	72	64	120	86	104	112	96	112	104	72	1,088	\$ 32.00	\$ 68.80	\$ 74,854	\$ 5,240	\$ 80,094	\$ 39,900
	Mark-up % CM West, BDI, JKJ		242	159	329	468	356	368	264	280	132	148	140	72	2,958	\$ -	\$ -	\$ 271,709	\$ 19,020	\$ 292,238	\$ 55,887
	BDI	Chuck Suttler													0	\$ 63.44	\$ 63.44	\$ -	\$ -	\$ -	\$ 3,779
	OSHPD Inspector														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal - BDI		0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal - BDI		0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Antromeda Consulting Group		196	262											478	\$ -	\$ 75.00	\$ 35,850	\$ -	\$ 35,850	\$ 35,850
	Subtotal - Antromeda		0	196	262	0	0	0	0	0	0	0	0	0	478	\$ -	\$ 75.00	\$ 35,850	\$ -	\$ 35,850	\$ 35,850
	CM WEST														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Field Engineer														0	\$ 42.87	\$ 92.17	\$ -	\$ -	\$ -	\$ -
	Estimator IV														0	\$ 53.56	\$ 115.15	\$ -	\$ -	\$ -	\$ 5,814
	Estimator VII	Steven Higgins													0	\$ 53.56	\$ 115.15	\$ -	\$ -	\$ -	\$ (1,445)
	Senior Estimator	Joe Brosnan													0	\$ 53.56	\$ 115.15	\$ -	\$ -	\$ -	\$ (1,089)
	Electrical Estimator	Jerry Donohue													0	\$ 53.56	\$ 115.15	\$ -	\$ -	\$ -	\$ 1,089
	Estimator	Dave Delmas													0	\$ 53.56	\$ 115.15	\$ -	\$ -	\$ -	\$ 1,127
	Subtotal - CM West		0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 53.56	\$ 115.15	\$ -	\$ -	\$ -	\$ 73,006
	JKJ Construction														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	ISS Coordinator														0	\$ 61.80	\$ 132.87	\$ -	\$ -	\$ -	\$ 18,457
	ISS Coordinator														0	\$ 40.00	\$ 86.00	\$ -	\$ -	\$ -	\$ -
	Subtotal - JKJ		0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,315
	ADDITIONAL ALLOWANCE														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	MIS Support														0	\$ 50.13	\$ 112.79	\$ -	\$ -	\$ -	\$ -
	ASR Allowance														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	ASR 75 Audit														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	ASR-74 - Contractor Services for Dawt Gibbs														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (145,795)
	ASR-26 - Genghong														0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,638
	Subtotal - Additional Consultants		242	355	611	468	356	368	264	280	132	148	140	72	3,436	\$ -	\$ -	\$ 307,559	\$ 19,020	\$ 372,726	\$ (103,311)
	TOTAL HOURS		242	355	611	468	356	368	264	280	132	148	140	72	3,436	\$ -	\$ -	\$ 307,559	\$ 19,020	\$ 372,726	\$ (103,311)
	GPM		242	159	329	468	356	368	264	280	132	148	140	72	2,958	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	CM West		0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	BDI		0	196	262	0	0	0	0	0	0	0	0	0	478	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	JKJ		0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Estimators	Hourly rate	Billing rate
Stephen Higgins	62.50	134.38
Gino Enodi	75.00	82.50
Bernard Layco	64.44	117.05
Joe Brosnan	75.00	82.50
Average billing rate	104.11	

**Attachment 3
HRC FORM 10**

HRC FORM 10
CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS
ENAT04000001 Mod#16

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project: Laguna Honda Hospital Replacement Program

Original Contract Amount: \$601,000

Contract Amount as Modified to Date: \$16,093,421

Amount of current Modification Request: \$111,312

REQUIRED ATTACHMENTS:

1. Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.
2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.

See Attachment 2, Forecast, Work Plan 2012 dated May 11, 2012

3. A list of the contractors and subcontractors working on this amendment, modification, supplement or change order with the contract dollars for each individual firm.

See Attachment 1, Forecast, Work Plan 2012 dated May 11, 2012

4. A brief description of the work to be performed under this amendment, modification, supplement or change order.

See Attachment 1, Services to be Provided by CM

Contractor Owner/Authorized Representative: _____

Ismael Puga, President

Phone: (415) 543-6515

Date: _____

FOR HRC USE ONLY. Received: _____

APPROVED:

HRC Representative: _____ Date: _____



APARTMENT CONVERSIONS TO SHORT TERM CORPORATE RENTALS.

terrie frye to: Eric Mar, eric.mar

10/01/2012 11:03 AM

Cc: alisa.miller

Dear Eric,

Converting rent controlled apartments into short term corporate rentals is unconscionable.

I don't know what they are doing in other buildings, but in my dillapidated, filthy building that has had repair issues and filth issues since I moved in 11 years ago are being ignored in favor of greed, of hurrying up and converting these apartments before they get caught or are stopped by legislation.

I see no permits for this work for my building. How can they completely remodel an apartment, including replacing kitchen and bathrrom fixtures, and tearing out walls and moldings, without permits?

This is absolutely depleting the rental stock in San Francisco. And with these short term rentals, there will be also less people voting in my district as they would not be inclined to register at a short term address and wait for more permanent lodging before registering.

They are forgetting about local folks who already live here in favor of attracting those who are moving here, and giving them a short term rental while they wait to rent or buy one of the many condos being built which are not even affordable to most San Franciscans.

A young couple in the past could always start out in a cheap apartment in the Tenderloin. Not so any longer. Show me an average. second or third generation San Franciscan who is walking down the street in search of living quarters who is interested in a furnished, \$1900 per month studio apartment.

Native San Franciscans are being priced out of the city in favor of transplants. Yes, 42 years ago I was a transplant too, but not this kind of transplant. I was a low to mid-income wage earner!

Sincerely,

Terrrie Frye

The light at the end of the tunnel may be an oncoming train.

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

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Cooper Pugeda Management, Inc.	
<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>	
Ismael G. Pugeda, President Jeffrey J. Cooper, Vice President BDI - Subcontractor CM West - Subcontractor	
Contractor address: 65 McCoppin Street, San Francisco, CA 94103	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contract: \$16,196,764
Describe the nature of the contract that was approved: Inspector of Record, Estimating, Scheduling Support	
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

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, 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

**LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM
AMENDMENT TO THE CONSTRUCTION MANAGEMENT AGREEMENT**

TABLE OF CONTENTS

Attachments:

- Attachment 1 – Summary of the Program’s Scope
- Attachment 2 – Milestone Schedule
- Attachment 3 – Budget and Funding
- Attachment 4 – Overview of the Selection Process
- Attachment 5 – Civil Service Commission Approval
- Attachment 6 – Human Rights Commission Approval
- Attachment 7 – Original Agreement
- Attachment 8 – Assignment and Assumption Agreement
- Attachment 9 – Contract Modification Matrix with Forecast
- Attachment 10 – Agreement Modification No. 1 through Modification 15

**LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM
AMENDMENT TO THE CONSTRUCTION MANAGEMENT AGREEMENT**

ATTACHMENT 1

Summary of the Program's Scope

On November 2, 1999, San Francisco voters approved Proposition A, a general obligation bond measure, to replace Laguna Honda Hospital. The scope of work entails replacing most of the existing hospital facilities in order to bring Laguna Honda Hospital into compliance with state and federal regulations. The Health Commission authorized the Department of Public Works to proceed with the construction of the South Residence Building, the Link Building, the East Residence Building, associated site work and the Remodel of the Existing Building (Wings C & H). The current authorization to proceed will provide 780 beds for an estimated cost at completion of \$584,946,602.

**LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM
AMENDMENT TO THE CONSTRUCTION MANAGEMENT AGREEMENT**

ATTACHMENT 2

Milestone Schedule

The following is a summary of the program's major milestones:

PHASE A

- 2000: Programming**
- 2001: Begin Design**
- 2002: Civic Design Review - Complete**
- EIR Approval – Approved**
- Central Plant Relocation – In Construction**
- Roadway Relocation – Complete**
- Laundry Relocation – On Hold**

PHASE B

- 2003: Secure Building Permits**
- Begin Demolition and Grading: In Construction**
- Select a General Contractor: Complete**
- Ground Breaking Ceremony**

PHASE C

- 2005: Construction New Buildings:**
 - South Residence 300 beds**
 - Link Building 60 beds**
 - East Residence 420 beds**
- 2007: Begin Remodel of Existing Hospital Phase I**
- 2010: Open South Residence, East Residence, and Link Building**

PHASE D

- 2012: Complete Remodel of the Existing Building Phase I**
- 2012: Complete Remodel of the Existing Building Phases II and III**

PHASE E

- 2013: Demolish Clarendon Hall/Construct Connector Structure**
- 2013: Open East Residence**

PHASE F

- 2013: Complete Demolition and Site Improvements**

**LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM
AMENDMENT TO THE CONSTRUCTION MANAGEMENT AGREEMENT**

ATTACHMENT 3

Budget and Funding

Budget

The Program's budget is \$584,946,602 and it is allocated as follows:

<u>Expenditure Category</u>	<u>Estimated Expenditure</u>	<u>Subtotal</u>
<u>Professional Services</u>		
Master Architect Agreement with Joint Venture	\$50,800,000	
DPW Architecture	\$2,266,112	
Additional services contingency	\$0	
Environmental Impact Report	\$289,503	
Permits and fees	\$7,995,831	
Special inspection and testing	\$6,360,579	
Construction management	\$20,716,795	
DPW program management	\$7,956,227	
Hazardous materials	\$1,734,813	
Surveys, reproduction, activation	\$2,677,825	
		\$100,797,685
<u>Construction</u>		
Construction	\$477,215,228	
Construction contingency	\$6,933,689	
Program-wide contingency	\$0	
		\$484,148,917
<u>Assisted Living</u>		
Assisted Living matching funds	\$0	\$0
TOTAL:		\$584,946,602

**LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM
AMENDMENT TO THE CONSTRUCTION MANAGEMENT AGREEMENT**

ATTACHMENT 3

Budget and Funding

The following is a summary of the funding sources identified for the Replacement Program by the Controller and the Mayor's Office of Public Finance:

Sources of funding for LHH Replacement Program	
General Obligations Bonds(1)	296,083,671
Interest Earned from General Obligation Bonds	26,771,514
Tobacco Settlement Revenues(2)	133,554,943
Interest Earned from Tobacco Settlement Revenues	7,437,788
Certificates of Participation	120,000,000
Grants(3)	1,098,686
Total	584,946,602

(1) - General Obligation Bonds approved by the San Francisco voters on November 2, 1999.

(2) - Tobacco Settlement Revenues are funds received under a 1998 Master Settlement Agreement between the Attorney General of the State of California and various manufacturers of tobacco products, which is administered by the State of California.

(3) - Grants are from the US Health Resources and Service Administration (HRSA) and the US Department of Housing and Urban Development (HUD).

**LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM
AMENDMENT TO THE CONSTRUCTION MANAGEMENT AGREEMENT**

ATTACHMENT 4

Overview of the Selection Process

The Construction Management Consultant, Cooper Puga Management, Inc., formerly Turner Construction Company/CPM, JV., was selected through a competitive Request for Qualifications (RFQ) process. This is consistent with selecting professional services contractors.

An RFQ was issued in the paper on October 21, 2000 (CNS1805718). Invitations to participate were not sent out to individual firms. The scope of work specified management services for pre-construction and construction phases and other related, specialized, construction management services as needed. The contract for Management Services would be negotiated on an annual basis. Six proposals were received on December 4, 2000.

The selection process included a scored evaluation and interview. The selection was based on evaluation criteria which were included and explained in the RFQ. The evaluation criteria included the firm's experience as well as key personnel experience with OSHPD-permitted projects; projects conducted around operating hospital or medical facilities; large (\$50M+/-) City and County of San Francisco Projects; utility projects; approach to providing services; and, familiarity with Regulatory, Contractual and Local Issues.

**LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM
AMENDMENT TO THE CONSTRUCTION MANAGEMENT AGREEMENT**

ATTACHMENT 5

Civil Service Commission Approval



Edwin M. Lee, Mayor
Mohammed Nuru, Director



Gordon Choy, Division Manager

MEMORANDUM

May 18, 2012

TO: Citywide Personal Services Contract Coordinator
Department of Human Resources

FROM: Gordon Choy, PSC Coordinator
Department of Public Works (90) *Gordon Choy*

SUBJECT: Civil Service Commission PSC Modification Less than 50% of Approved Amount or Time

The Public Works Department is proposing to modify an approved Personal Services Contract Summary (PSC) and is requesting your consideration for an administrative review of the PSC Modification because the proposed modification is less than 50% of the Civil Service Commission's approved PSC amount and/or duration.

Following is the information about the PSC modification:

PSC No. 4172-07/08 Approved on: Original-6/16/08; Mod#1-3/2/09; Mod#2-6/14/11

Description: Construction Management Services for the Laguna Honda Hospital Replacement Program

Original Approved Amount	<u>\$8,000,000</u>	Original Approved Duration	<u>06/16/08 through 12/31/10</u>
Modification #1 Amount:	<u>\$7,000,000</u>	Modification #1 Duration	<u>01/01/09 through 12/31/12</u>
Modification #2 Amount:	<u>\$1,700,000</u>	Modification #2 Duration	<u>No Change</u>
Modification #3 Amount:	<u>\$ 550,000</u>	Modification #3 Duration	<u>06/16/08 through 6/30/13</u>
Total Modified Amount:	<u>\$17,250,000</u>	Total Modified Duration:	<u>06/16/08 through 8/30/13</u>

Reason for the modification: The LHH Replacement Program has incurred delays which have necessitated the extension and augmentation of the Construction Management Agreement. In addition, the current Cooper Pineda Management staff-members assigned to the LHH Replacement Project are familiar with the program and are an integral component of the project team.

Attachment: Copy of Approved PSC Summaries

Thank you for your consideration in issuing an administrative decision on this PSC Modification. Please call me at (415) 554-6230 if there are any questions.

Cc: John Thomas - Program Manager
Tammy Wong, GSA Human Resources

FOR DEPARTMENT OF HUMAN RESOURCES USE

DHR ACTION: Approved

Approval Date: 5/22/12

By: *Micki Callahan*
Micki Callahan, Human Resources Director



**LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM
AMENDMENT TO THE CONSTRUCTION MANAGEMENT AGREEMENT**

ATTACHMENT 6

Human Rights Commission Approval

City and County of San Francisco



Willie Lewis Brown, Jr.
Mayor

Human Rights Commission

Contract Compliance
Dispute Resolution/Fair Housing
Minority/Women/Local Business Enterprise
Lesbian Gay Bisexual Transgender & HIV Discriminator

October 5, 2000

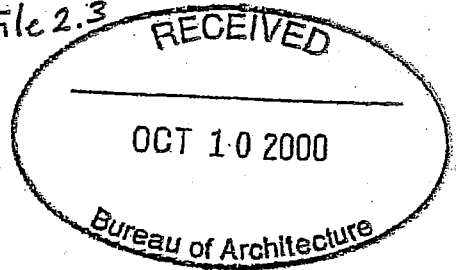
Mr. Michael Lane
Program Manager
Laguna Honda Hospital Replacement Project
Laguna Honda Hospital
375 Laguna Honda Blvd.
San Francisco, CA 94116

CONTRACT #
FILE #
CHRON

Virginia M. Harmon
Interim Director

8050-A 8200
ADM

Task 41
file 2.3



RE: MBE/WBE Subconsulting Goals
RFQ - Construction Manager for Laguna Honda Hospital
Replacement Project

Dear Michael,

This is to confirm that the MBE/WBE subconsulting goals for the above referenced RFQ will be 25% MBE and 6% WBE. If you need any further information, please do not hesitate to contact me at 558-4014.

Sincerely,

Veronica Ng
Senior Contract Compliance Officer

CC: Virginia Harmon, HRC
Harlan L. Kelly, Jr. DPW
Kathy How, DPW



25 Van Ness Avenue
Suite 800
San Francisco
California 94102-6033



TEL (415) 252-2500
FAX (415) 431-5764
TDD (415) 252-2550
<http://www.sfhumanrights.org>



**LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM
AMENDMENT TO THE CONSTRUCTION MANAGEMENT AGREEMENT**

ATTACHMENT 7

Original Agreement

**LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM
AMENDMENT TO THE CONSTRUCTION MANAGEMENT AGREEMENT**

ATTACHMENT 7

Original Agreement

FAML6300 V4.2
LINK TO:
ACTIVE

CITY/COUNTY OF SAN FRANCISCO PRODUCTION: FAMIS
TRANSACTION DETAIL INQUIRY

05/31/2002
11:13 AM

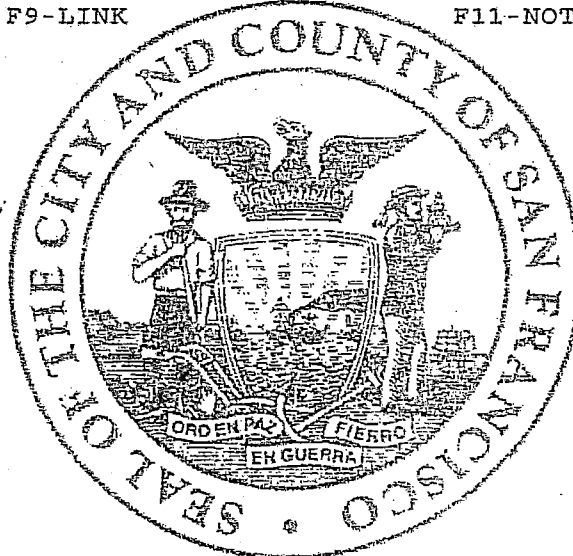
DOCUMENT -- POST PERIOD -- POST DATE ----- POSTED BY ----- UNIT
ENAT02000024 01 11 2002 MAY 2002 05/31/2002 NG, MARY

NS CODE : 140 ESTABLISH A NON-ADPICS ENCUMBRANCE
DOCUMENT REF :
TRANS DESC. : JOB8200A INTERIM CM AGREEMENT LHH REPLACEMENT
AMOUNT : 601,000.00 DUE DATE : SINGLE CHECK :
VENDOR NUMBER : 57541 01 TURNER CONSTRUCTION/CPM SERVICES INC A J
INDEX CODE : PWA595LPPFLOC BOA-AAT/DA5/13/PP/LHH-CAP PROJ-LOCAL FD
SUB-OBJECT : 02799 OTHER PROFESSIONAL SERVICES
USER CD :
GRANT / GR DTL :
PROJ / PJDTL : CHLSNF SNCM50 8200A-TURNER CONSTR/COOPER PUGEDA
START DATE : END DATE :
G/L / SUBSID :
BANK NUMBER :
TREAS NUM :
CURRENCY CODE : CONV DATE : FOREIGN CURR AMT :
F1-HELP F4-PRIOR F5-NEXT

POSTED
5-31-02

F9-LINK F11-NOTEPAD F12-APPR-PATH

G014 - RECORD FOUND



ATTACHED TO : DOCUMENT NUMBER : ENAT02000024
PAGE : 01 OF 01

OWNER CONSTRUCTION/CPM, JOINT VENTURE

(NON-PURCHASING ENCUMBRANCE FOR ON-LINE APPROVAL)

JOB#8200A DPW#173,547

PROJECT: INTERIM AGREEMENT FOR CM SERVICES FOR LAGUNA HONDA HOSPITAL
REPLACEMENT PROJECT

PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES ENCOMPASSING ONLY THE
PRELIMINARY PROGRAMMING PHASE OF THE DESIGN AND CONSTRUCTION OF THE LAGUNA
HONDA HOSPITAL REPLACEMENT PROGRAM.

TERM: CERTIFICATION TO JULY 31, 2002

INSURANCE REQUIRED: G/L: \$1M; A/L: \$1M; W/C: \$1M

F1-HELP

F3-COPY

F4-AUDIT

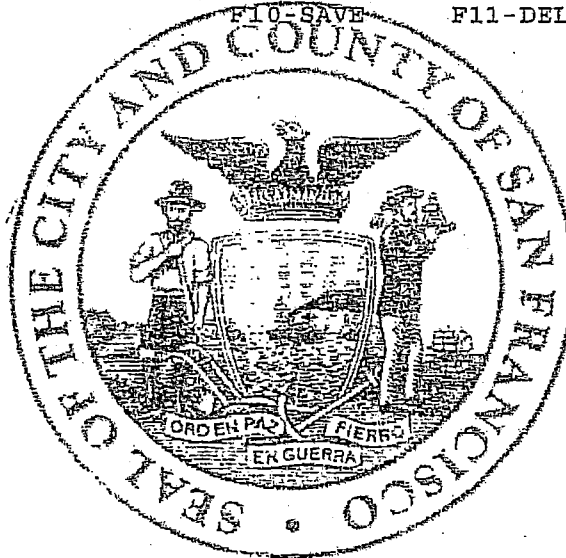
F5-INS LINE F6-INS PAGE

F7-PRIOR PG F8-NEXT PG

F10-SAVE

F11-DEL LINE F12-DEL PAGE

G082 - RECORD REPLACED



ADPICS/ISS - FY 2000-2001 CITY/COUNTY OF SAN FRANCISCO CONTRACT PURCHASE ORDER INPUT FORM

Original Modification-Increase -Decrease Date Change Only

DEPARTMENT Public Works-BOA DEPARTMENT CONTROL NO. 173,547 PAGE 1 OF 1

DOCUMENT NUMBER 5/29/2002 ORIGINAL CONTRACT NUMBER FROM Certification TO July 31, 2002

POSTED 5-31-02 DATE 5/29/2002

AMOUNT OF THIS ENCUMBRANCE \$ 601,000 CIVIL SERVICE RESOLUTION NO.: DPW No. 173,547

CONTRACTOR: Turner Construction/CPM, JV DELIVER TO: BOA

ADDRESS: 1625 Clay Street 30 Van Ness Ave., 4th Floor San Francisco, CA 94102

PHONE: (415) 274-2900

VENDOR NO: 57541 SIX: 01

FEIN/SSN No. 94-3406664

RETAINAGE REQUIRED, YES/NO IF YES, AMOUNT OR % No

INSURANCE REQUIRED WORKER'S COMP \$1M 1/1/03

COMP. GEN. LIABILITY \$1M 1/1/03

AUTOMOBILE \$1M 1/1/03

UMBRELLA

OTHER INSURANCE- Waived

OTHER INSURANCE

ATTACHMENTS - Please identify by title or description

Business Tax Certificate #348726

Chpt. 12B - Equal Benefits: Complies

SYSTEM USE

DETAILED DESCRIPTION OF SERVICES AND PRODUCTS: Provide professional construction management services encompassing only the preliminary programming phase of the design and construction of the Laguna Honda Hospital Replacement Program. Interim agreement ends July 31, 2002.

COMMODITY OR SERVICE CODE #	Monthly	REMAINAGE REQUIRED, YES/NO IF YES, AMOUNT OR %	INSURANCE REQUIRED	AMOUNT	DATE	ATTACH
7210-20		No	WORKER'S COMP	\$1M	1/1/03	
			COMP. GEN. LIABILITY	\$1M	1/1/03	
			AUTOMOBILE	\$1M	1/1/03	
			UMBRELLA			
			OTHER INSURANCE-	Waived		
			OTHER INSURANCE			

APPROVALS

Job No.: 8200A FT/FSF: 5L CPF LOC

PREPARED BY (Print) Mary Ng

Phone # (415) 554-6225 Fax # (415) 554-6232

APPROVED BY (Signature) Lolita Cristobal

BOARD OR COMMISSION DIRECTOR OF PUBLIC WORKS

Purchaser's Approval Not Required MATERIALS, SUPPLIES, & SERVICES - PURCHASER

REAL PROPERTY LEASES & RENT - DIRECTOR OF PROPERTY

Line No.	Document Number	Suffix	Amount	Sub-Object	User Code	Project	Project Detail	Grant	Grant Detail	ADDENDUM ATTACHED
			\$601,000.00	02799		CHLSNF	SNCM50			

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
ORDER NO. 173,547

APPOINTMENT

Contractor: Turner Construction/Cooper Pugeda Management, Inc., JV
1625 Clay Street
Oakland, CA 94612

is appointed to provide professional construction management services encompassing only the preliminary programming phase of the design and construction of the Laguna Honda Hospital Replacement Program.

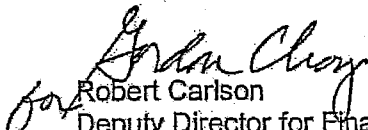
Payment will be made upon submission of approved invoice based upon work performed satisfactorily. Total cost not to exceed \$601,000.00. Estimated completion date is July 31, 2002.

Contractor shall indemnify and hold harmless the City & County of San Francisco, its officers and employees and furnish certificates of insurance directly protecting himself, any subcontractors and the City & County of San Francisco. The City & County of San Francisco, its officers, agents and employees shall be named as additional insureds and insurance shall be for:

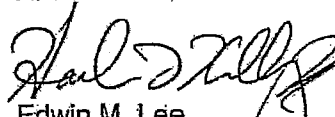
Commercial General Liability (bodily injury and property damage)	\$1,000,000 Single Limit
Business Automobile Liability (bodily injury and property damage)	\$1,000,000 Single Limit
Workers' Compensation; Employers' Liability	\$1,000,000
Professional Liability	Waived

A Notice To Proceed and a \$601,000.00 Contract Purchase Order will be issued to the Contractor. Funds are available:
Index Code PWA595LPFLOC, FT/F/SF 5L CPF LOC, P/PD CHLSNF SNCM50, SUBOBJ 02799
Job No. 8200A.

RECOMMENDED:


Robert Carlson
Deputy Director for Financial
Management and Administration

APPROVED:


Edwin M. Lee
Director of Public Works

DISTRIBUTION:

DPW Order Clerk (2 unsigned)
Turner Construction/CPM, Inc., JV
Michael Lane, BOA
Accounting, OFFMA

GEC:mmn

Approved: May 28, 2002

City and County of San Francisco
Purchasing Department
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

INTERIM AGREEMENT

between the City and County of San Francisco and

TURNER CONSTRUCTION COMPANY/
COOPER PUGEDA MANAGEMENT, INC.

This Interim Agreement ("Agreement") dated for convenience this 6th day of March, 2001, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works; and Turner Construction Co./Cooper Pugeda Management, Inc. (the "CM").

Recitals

WHEREAS, the Department of Public Works ("Department") wishes that the CM render professional services in connection with the design and construction of the Laguna Honda Hospital Replacement Program ("Program"); and,

WHEREAS, CM represents and warrants that it is qualified to perform the services required by City as set forth under this Interim Agreement; and,

WHEREAS, the Department and the CM wish to enter into this Interim Agreement for encompassing only the preliminary programming phase of the Program; and

WHEREAS, the parties are in the process of negotiating a comprehensive contract for professional services in connection with the Program, and

WHEREAS, approval for said Agreement was obtained from a Civil Service Commission Notice of Action for Contract Number PSC4269-00/01 on September 18, 2000;

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. CM'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 from March 15, 2001 to July 31, 2002.

3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and CM has been notified in writing.

4. Services CM Agrees to Perform

The CM agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein. CM further agrees to negotiate in good faith the terms of additional services CM will perform in connection with the Program, and will execute a comprehensive contract, the terms of which must be acceptable to the City. In the event the parties fail to agree on the terms of a comprehensive contract, then all services to be performed by CM will cease immediately and the City shall not be responsible to CM for further expenses or costs. The City will have the right to negotiate a contract with another consultant. CM is obligated to perform all of its services in accordance with generally accepted standards of professional practice in the design and construction administration of projects of similar size and complexity in the San Francisco Bay Area.

5. Compensation

Compensation shall be made in monthly payments on or before the fifteenth day of each month, for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed six hundred one thousand dollars (\$601,000.00) inclusive of fees and costs. 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. The fee for the scope of services described in Appendix A is fixed at thirty-one thousand, one hundred dollars (\$31,100.00).

No charges shall be incurred under this Agreement nor shall any payments become due to CM until reports, services, or both, required under this Agreement are received from CM and approved by the Department of Public Works as being in accordance with this Agreement. City may withhold payment to CM in any instance in which CM has failed or refused to satisfy any material obligation provided for under this Agreement.

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

The Controller is not authorized to pay invoices submitted by CM prior to CM's submission of HRC Form 7, "Prime Consultant/Joint Venture Partner(s) and Sub-consultant Participation Report." If HRC Form 7 is not submitted with CM's invoice, the Controller will notify the department, the Director of HRC and CM of the omission. If CM's failure to provide HRC Form 7 is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Form 7 is provided.

Following City's payment of an invoice, CM has ten days to file an affidavit using HRC Form 9, "Sub-Consultant Payment Affidavit," verifying that all subconsultants have been paid and specifying the amount.

6. Guaranteed Maximum Costs

(a) 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.

(b) 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 CM for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

(c) 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 CM.

(d) 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 CM under this Agreement must be in a form acceptable to the Controller, and must include the Contract Progress Payment Authorization number. All amounts paid by City to CM shall be subject to audit by City.

Payment shall be made by City to CM at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §6.57, any contractor, subconsultant or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subconsultant or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subconsultant or consultant will be deemed to have submitted a false claim to the City if the contractor, subconsultant 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 CM claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, CM 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 CM under this Agreement or any other Agreement.

By executing this Agreement, CM certifies that CM is not suspended, debarred or otherwise excluded from participation in federal assistance programs. CM acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

10. Taxes

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of CM.

b. If this Agreement entitles CM to the possession, occupancy or use of City real property for private gain, then the following provisions apply:

- (1) CM, on behalf of itself and any permitted successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and CM, and any permitted successor or assign, may be subject to the payment of such taxes.

- (2) CM, on behalf of itself and any permitted successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. CM shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty days after such assignment, transfer, renewal or extension.
- (3) CM further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements under applicable law with respect to possessory interests.

11. Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by CM, shall in no way lessen the liability of CM to correct errors or omissions in its work, equipment, or materials although the errors or omissions of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by CM 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 CM. CM will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by CM. CM shall commit adequate resources to complete the project within the project 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 CM, or by any of its employees, even though such equipment be furnished, rented or loaned to CM by City.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. CM shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. CM is liable for the acts and omissions of itself, its employees and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and CM.

Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of CM's work only, and not as to the means by which such a result is obtained.

b. 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 CM 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 CM 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 CM for City, upon notification of such fact by City, CM shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM 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, CM shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that CM is an employee for any other purpose, then CM 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 CM was not an employee.

15. Insurance

a. Without in any way limiting CM liability pursuant to the "Indemnification" section of this Agreement, CM must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (1) Workers' Compensation, with Employers' Liability Limits not less than \$1,000,000 each accident; and
- (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (3) Business 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.

b. Commercial General Liability and Business Automobile Liability Insurance policies must provide the following:

- (1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees and Members of Commissions.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, 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.

c. All policies shall provide thirty (30) days' advance written notice to City of cancellation mailed to the following address:

Department of Public Works
OFFMA - Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94102

d. Should any of the required insurance be provided under a claims-made form, CM 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.

e. 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.

f. 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.

g. Before commencing any operations under this Agreement, CM must furnish to City certificates of insurance, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City request.

h. Approval of the insurance by City shall not relieve or decrease the liability of CM hereunder.

16. Indemnification

CM shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of CM or loss of or damage to property, resulting directly or indirectly from CM's performance of this Agreement, including, but not limited to, the use of CM's facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City to the extent such negligence or misconduct is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on CM, its subconsultants or either's agent or employee.

In addition to CM's obligation to indemnify City, CM specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to CM by City and continues at all times thereafter.

CM shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages

CM shall be responsible for incidental and consequential damages resulting in whole or in part from CM's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

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. Left blank by agreement of the parties

20. Default; Remedies

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

- (1) CM fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, or 42.
- (2) CM 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 (10) days after written notice thereof from City to CM.
- (3) CM (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 CM or of any substantial part of CM's property or (E) takes action for the purpose of any of the foregoing.
- (4) A court or government authority enters an order (A) appointing a custodian, receiver, trustee or other officer with similar powers with respect to CM or with respect to any substantial part of CM'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 CM.

b. 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 CM any Event of Default; CM 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 CM under this Agreement or any other agreement between City and CM all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from CM pursuant to the terms of this Agreement or any other agreement.

c. 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

a. 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 CM written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, CM shall commence and perform, with diligence, all actions necessary on the part of CM to effect the termination of this Agreement on the date specified by City and to minimize the liability of CM 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:

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

- (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- (3) Terminating all existing orders and subcontracts.
- (4) At City's direction, assigning to City any or all of CM'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.
- (5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (6) Completing performance of any services or work which City designates to be completed prior to the date of termination specified by City.
- (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 CM and in which City has or may acquire an interest.

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

- (1) The reasonable cost to CM, for all services and other work City directed CM 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. Any overhead allowance shall be separately itemized. CM may also recover the reasonable cost of preparing the invoice.
- (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that CM can establish, to the satisfaction of City, that CM would have made a profit had all services and other work under this Agreement been completed.
- (3) The reasonable cost to CM of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.
- (4) A deduction for the cost of materials to be retained by CM, 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.

d. In no event shall City be liable for costs incurred by CM or any of its subconsultants after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). 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 (c).

e. In arriving at the amount due to CM under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by CM's final invoice; (2) any claim which City may have against CM in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which 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.

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

22. Rights and Duties Upon Termination or Expiration

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8, 9, 10, 11, 13, 14, 16, 17, 18, 24, 25, 26, 27, 28, 30, 43, 45 through 48, and 50.

b. Subject to the immediately preceding subsection (a), 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. CM 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.

23. Conflict of Interest

Through its execution of this Agreement, CM acknowledges that it is familiar with the provisions of §15.103 and Appendix C 8.105 of City's Charter and §87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions.

24. Proprietary or Confidential Information of City

CM understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, CM 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. CM agrees that all information disclosed by City to CM shall be held in confidence and used only in performance of the Agreement. CM shall exercise the same standard of care to protect such information as a reasonably prudent contractor 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, e-mail or by fax, and shall be addressed as follows:

CITY'S ADDRESS:

Department of Public Works
OFFMA - Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94102

CM'S ADDRESS:

Turner Construction Company
1625 Clay St.
Oakland, CA 94612

Any notice of default must be sent by registered mail.

26. Ownership of Results

Any interest of CM or its subconsultants, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by CM or its subconsultants in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, CM may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire

If, in connection with services performed under this Agreement, CM or its subconsultants create 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 of the City. If it is ever determined that any works created by CM or its subconsultants under this Agreement are not works for hire under U.S. law, CM 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, CM may retain and use copies of such works for reference and as documentation of its experience and capabilities. The CM shall retain all rights, including copyrights, in original works of authorship created before the effective date of this Agreement.

28. Audit and Inspection of Records

CM 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. CM 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. CM shall maintain such data and records in an accessible location and condition for a period of not less than three 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

CM 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 CM are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the CM unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. Year 2000 Warranty

With respect to its ability to perform its obligations under this Agreement, CM represents and warrants that it will:

- a. not permit a Year 2000 problem to computer systems or equipment owned, operated, licensed, leased, or controlled by it, or its affiliates or subsidiaries, to interfere with its ability to perform this contract;
- b. use commercially reasonable efforts to share information and otherwise fully cooperate with City to minimize the impact of any Year 2000 problem on its ability to perform;
- c. promptly notify City in writing of any facts or circumstances that give it reasonable basis to expect that a Year 2000 problem may adversely affect its ability to perform; and
- d. include in any existing or future contracts with its own subconsultants which are needed to fulfill its obligations under this Agreement, language substantially similar to the language of this Section to legally bind such subconsultants in the same manner as CM

32. EIC Forms

a. CM shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which this Agreement becomes effective (unless CM 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 CM; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by CM of the terms of this Agreement. If, within thirty (30) days after CM receives written notice of such a breach, CM fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, CM 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.

c. Any Subcontract entered into by CM shall require the subconsultant to comply, as to the subconsultant's Eligible Employees, with each of the terms of this section.

d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

33. Minority/Women/Local Business Utilization; Liquidated Damages

a. Compliance

CM understands and agrees to comply fully with all provisions of Chapter 12D.A ("Minority/Women/Local Business Utilization Ordinance-IV") of the San Francisco Administrative Code and agrees to include this paragraph in all subcontracts made in fulfillment of the CM's obligations under this Agreement. Said provisions are incorporated herein by reference and made a part of this Agreement as though fully set forth. CM's willful failure to comply with Chapter 12D.A is a material breach of contract.

b. Enforcement

If CM willfully fails to comply with any of the provisions of Chapter 12D.A, the rules and regulations implementing Chapter 12D.A, or the provisions of this Agreement pertaining to MBE or WBE participation, CM shall be liable for liquidated damages in an amount equal to CM's net profit on this Agreement, or ten percent (10%) of the total amount of this Agreement, or one thousand dollars (\$1,000), whichever is greatest. The Director of the City's Human Rights Commission (HRC) may also impose other sanctions against CM authorized in Chapter 12D.A, including declaring the CM to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the CM's MBE or WBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to §12D.A.16C.

By entering into this Agreement, CM acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. CM further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to CM on any contract with City.

CM agrees to maintain records necessary for monitoring its compliance with Chapter 12D.A for a period of three years following termination of this contract.

c. Subcontracting Goals

The MBE/WBE subcontracting participation goal for this contract is 25% MBE, 6% WBE. CM shall fulfill the subcontracting commitment made in its bid or proposal, assuming that additional services are provided under terms of a future comprehensive agreement as described in paragraph 4 and that the terms of paragraph 21 are not invoked. Each invoice submitted to City for payment shall include the information required in HRC Form 6. Failure to provide HRC Form 6 with each invoice submitted by CM shall entitle City to withhold 20% of the amount of that invoice until HRC Form 6 is provided by CM.

CM shall not participate in any back contracting to the CM or lower-tier subconsultants, as defined in Chapter 12D.A, for any purpose inconsistent with the provisions of Chapter 12D.A, its implementing rules and regulations, or this Section.

d. Subcontract Language Requirements

CM shall include in all subcontracts with MBEs or WBEs made in fulfillment of CM's obligations under this Agreement, a provision requiring CM to compensate any MBE or WBE subconsultant if CM does not fulfill its commitment to use the MBE or WBE subconsultant. Such provisions shall also state that it is enforceable in a court of competent jurisdiction.

Subcontracts shall require the subconsultant to maintain records necessary for monitoring its compliance with Chapter 12D.A for a period of three years following termination of this contract.

e. Payment of Subcontractors

CM shall pay its subconsultants within three working days after receiving payment from the City unless CM notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between CM and its subconsultant and the Director waives the three-day payment requirement.

CM further agrees, within ten working days following receipt of payment from the City, to file an affidavit with the Controller, under penalty of perjury, that the CM has paid all subconsultants. The affidavit shall provide the names and addresses of all subconsultants and the amount paid to each. Failure to provide such affidavit may subject CM to enforcement procedure under Administrative Code §12D.A.16.

34. Nondiscrimination; Penalties

a. CM Shall Not Discriminate

In the performance of this Agreement, CM agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with CM, in any of CM's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by CM.

b. Subcontracts

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

c. Nondiscrimination in Benefits

CM 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 S.F. Administrative Code.

d. Condition to Contract

As a condition to this Agreement, CM 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.

e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the S.F. Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. CM 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, CM understands that pursuant to §12B.2(h) of the S.F. 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 CM and/or deducted from any payments due CM.

35. MacBride Principles—Northern Ireland

Pursuant to S.F. Administrative Code §12.F.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 CM acknowledges and agrees that he or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to S.F. Administrative Code §12I.5(b), the City and County of San Francisco urges contractors 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

CM 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. CM agrees that any violation of this prohibition by CM, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation; Liquidated Damages

Chapter 21A of the S.F. Administrative Code ("Resource Conservation") is incorporated herein by reference. Failure by CM to comply with any of the applicable requirements of Chapter 21A will be deemed a material breach of contract.

In the event CM fails to comply in good faith with any of the provisions of Chapter 21A, CM will be liable for liquidated damages in an amount equal to CM's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. CM acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to CM from any contract with City.

39. Compliance with Americans with Disabilities Act

CM 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 contractor, must be accessible to the disabled public. CM shall provide the services specified in this Agreement in a manner that complies with the applicable design guidelines and administrative regulations of the ADA and any and all other applicable federal, state and local disability rights legislation. CM 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 CM, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance

In accordance with S.F. Administrative Code §67.24(e), contracts, contractors' 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's 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 - Not applicable.

42. Prohibiting City Business with Burma

By its execution of this Agreement, CM attests that it is not the government of Burma (Myanmar), a person or business entity organized under the laws of Burma (Myanmar) or a "prohibited person or entity" as defined in S.F. Administrative Code §12J.2(G). The City may terminate this Agreement for default if CM violates the terms of §12J.2(G).

Chapter 12J of the S.F. Administrative Code is hereby incorporated by reference as though fully set forth herein. The failure of CM to comply with any of its requirements shall be deemed a material breach of contract. If CM fails to comply in good faith with any of the provisions of Chapter 12J of the S.F. Administrative Code, CM shall be liable for liquidated damages for each violation in an amount equal to CM's net profit under the contract, or 10% of the total amount of the contract, or \$1,000, whichever is greatest. CM acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any moneys due to the CM from any City contract.

43. 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.

44. **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. CM shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than twenty percent (20%).

45. **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.

46. **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.

47. **Construction**

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

48. **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 44.

49. **Compliance with Laws**

CM 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 local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

50. **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.

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

CITY

CONTRACTOR

Recommended by:

Harlan L. Kelly
Signature for Department

Michael O'Brien
Authorized Signature

Harlan L. Kelly
Printed Name

Michael O'Brien
Vice-President & Regional Manager, Turner Construction
Printed Name & Title

Deputy Director of Public Works
Title and Department

Ismael Puga
Authorized Signature

Ismael Puga, President, CPM Services, Inc
Printed Name & Title

Approved as to Form:

Turner Construction/CPM Services, Inc a Joint Association
Company Name

~~Louise H. Renee~~ Dennis J. Herrera
City Attorney

222 Kearny Street, Suite 308
Address

By [Signature]
Deputy City Attorney

San Francisco, CA 94104
City, State, ZIP

Approved:

(415)274-2900
Telephone Number

Edwin M. Lee
Director of Public Works

94-3406664
Federal Employer ID Number

Approved:

William L. Lee
City Administrator

APPENDICES

- A: Services to be Provided by CM
- B: Calculation of Charges

Appendix A
Services to be Provided by CM

1. Description of Services

Upon authorization by the City to proceed, the CM shall provide the following services:

- Develop the construction staging and phasing for the projects that make up the Program.
- Provide detailed baseline cost loaded schedules for each project to facilitate the technical and financial planning of the Program.
- Provide detailed construction cost estimates and reconciliations with the Architect's estimates, for the major design phases (SD, DD, CD) of each of the projects.
- Provide detailed analyses of the Architect's bid documents for the projects that make up the Program. The analyses will be for constructibility, completeness and consistency of the documents.
- Participate in Value Engineering during the major design phases of each of the projects.
- Provide a report recommending changes or enhancements to the program management procedures.
- Provide expert contractual and technical input on Division 0 and 1 and 2 through 16 for each of the construction projects.
- Provide a initial and final report recommending enhancements to the current method of contracting or recommending alternate methods of contracting the construction projects.
- Provide a Cost Loaded Schedule.
- Provide a updated/ revised CPM Schedule each month.

2. Reports

CM shall submit a Monthly Status Report no later than the 5th business day of each month for the work performed during the preceding month. The CM's Monthly Status Report shall:

- Detail the progress of all of the deliverables listed in the following Deliverables section.
- Discuss any issues that are impacting the CM's ability to meet the deadlines for deliverables.

3. Deliverables

The CM shall provide the following:

	DATE
Reconciliation with Hanscomb's estimate for the 40% construction documents for the Combined Driveway Project	July 13, 2001
New Estimate for 90% construction documents for Combined Driveway Project	August 17, 2001
Prepare a review of the contract documents for the Combined Driveway Project	August 17, 2001
Reconciliation with Hanscomb's for 90% construction documents for the Combined Driveway Project	August 24, 2001
Report detailing Value Engineering options for the 90% construction documents for Combined Driveway	September 17, 2001
Cost loaded schedule for all projects totaling \$401.6M	August 3, 2001
Schematic Design estimate for the Replacement Facility	August 3, 2001
Construction staging and phasing plan for all the projects that make up the program	August 7, 2001
Reconciliation with Hanscomb's estimate for the Replacement Facility	August 10, 2001
Report detailing Value Engineering options for the Replacement Facility	August 17, 2001
Provide a initial report recommending enhancements to the current method of contracting or recommending alternate methods of contracting the construction projects	August 17, 2001
Reconciliation with Hanscomb's Schematic Design estimate for the Replacement Facility	October 19, 2001
Provide Cost Disclosure Statements for Turner Inc./CPM and sub consultants as stated in the CM Request for Qualifications	October 31, 2001
Conceptual estimate of Assisted Living	November 26, 2001
Provide a final report recommending enhancements to the current method of contracting or recommending alternate methods of contracting the construction projects	December 14, 2001
Coordination of Utility cutovers for the Temporary Utilities Project	December 31, 2001

Appendix B
Calculation of Charges

The Personnel or Hourly Rates for the following firms are shown at the following exhibit pages. All personnel or hourly rates shall be at the prevailing market rates charged by CM Consultants to their most favored clients.

LIST SUBCONSULTANTS & CORRESPONDING EXHIBIT PAGES ON THIS PAGE

PROVIDE EXHIBITS SHOWING HOURLY RATES OF PERSONNEL

Attachment B, Calculation of Charges
Laguna Honda - Interim Agreement
Sept - Dec 2001 Projected

TURNER	HOURLY RATE	SEPT	OCT	NOV	DEC	TOTAL	Billing Rate	Extension
Craig Bjorkman	66.20	48	55	53	50	206	\$173.23	\$35,686.13
Willy Mautner	72.39	0	0	0	0	0	\$189.43	\$0.00
Jerry Bonebrake	67.07	104	80	40	40	264	\$139.94	\$36,944.16
Gwen Bul	45.01	112	80	0	0	192	\$102.40	\$19,660.80
Shirzal, Daud	27.39	64	60	0	0	124	\$71.67	\$8,887.67
Hoedicke, Frank	32.61	64	60	0	0	124	\$85.33	\$10,581.49
Corsair, Steve	55.77	78	60	0	0	138	\$145.94	\$20,139.75
Dale Davis	63.26	16	20	0	0	36	\$165.54	\$5,959.45
Greg Smith	52.83	32	16	16	16	80	\$138.25	\$11,059.74
Olivia Rocha	52.66	32	0	0	0	32	\$137.80	\$4,409.66
<hr/>								
POWELL								
Tanya Powell	150	60	0	0	0	60	\$ 140.19	\$8,411.40
Sr. Mechanical	113	80	0	0	0	80	\$ 140.19	\$11,215.20
<hr/>								
OPM								
Dan Banks	38.40	16	8	0	8	32	\$ 93.31	\$0.00
Ismael Pugaeda	55.88	128	40	0	8	176	\$ 135.78	\$4,344.96
Bert Felix	30.66						\$ 74.50	\$13,112.00
<hr/>								
CM WEST								
Lionel Reclio	50.00							
Ed Lopez	36.52							
Ted Paetz	34.57							
Admin/Acct.	20.87							
<hr/>								
BDI								
Kevin O'Neil	56.09	20	40	32	32	124	\$ 136.29	\$16,899.96
<hr/>								
								CONSULTANTS' COST
								\$207,312.36
								7% FEE
								\$ 14,600.00
								SUB CONSULTANTS' 2% mark-up
								\$ 1,087.64
								<u>\$223,000.00</u>
								OCTOBER 31, 2001 (SEE
								ATTACHMENT B PG. 1
								<u>\$278,000.00</u>
								<u>\$501,000.00</u>
								ALLOWANCE FOR ADDITIONAL
								SERVICES AS DIRECTED BY THE CITY
								<u>\$100,000.00</u>
								<u>\$601,000.00</u> TOTAL

Attachment B, Calculation of Charges
 Laguna Honda - Interim Agreement
 May - Aug 2001

SHEET	TURNER	HOURLY RATE	MAY	JUNE	JULY	AUG	TOTAL	Billing Rate Less 7% Fee	Extension
	Craig Bjorkman	66.20	114	114	114	114	456	\$ 173.22	\$76,988.32
	Willy Maulner	66.48	8	8	16	12	40	\$ 173.97	\$6,958.80
	Jerry Bonebrake	53.48	40	40	172	96	348	\$ 139.94	\$48,699.12
	Gwen Bui	39.13			100		100	\$ 102.40	\$10,240.00
	Mike Spector	39.13	16	16			32	\$ 102.40	\$3,276.80
B1	POWEL								
	Tanya Powell	150	40	20	120	80	260	\$ 140.19	\$36,449.40
	Sr. Mechanical	113							
	Sr. Electrical	113							
B2	CPM								
	Dan Banks	38.40	16	24	24	24	88	\$ 93.31	\$8,211.28
612	Ismael Puga	55.88	16	16	16	16	64	\$ 135.78	\$8,689.92
	Bert Felix	30.66							
B3	GM WEST								
	Lionel Recio	50.00							
	Ed Lopez	36.52							
	Ted Paelz	34.57							
B4	BDI								
	Kevin O'Neil	55.09	24	48	48	60	180	\$ 136.29	\$24,532.20
	OLYMPIC	ALLOWANCE							
									\$8,460.00
									\$234,505.84
									CONSULTANTS' COST
									\$16,500.00
									7% FEE
									\$ 1,726.86
									SUB CONSULTANTS' 2% mark-up
									\$25,732.70
									\$25,267.30
									10% CONTINGENCY
									\$278,000.00

P O W E L L
ENTERPRISES
Construction Consulting

July 27, 2001

Mr. Craig Bjorkman
TURNER CONSTRUCTION COMPANY
1625 Clay Street.
Oakland, California 94612

RE: Laguna Honda Hospital Rates for Powell Enterprises
VIA FACSIMILE 1 page including this one. (510) 267 0787

Dear Craig:

Thank you for selecting Powell Enterprises as your MEP Estimator for the Laguna Honda Project.

Powell Enterprises proposes the following rates for the Project.

- Principal Estimator - \$150.00
- Senior Electrical Cost Estimator - \$112.75
- Senior Mechanical Cost Estimator - \$112.75

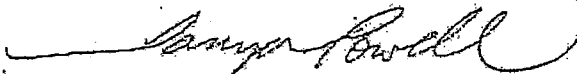
These rates include all costs for labor, overhead and profit. As you know Powell Enterprises is sole proprietorship, and usually has a straight rate for services performed.

If you have any questions or require additional information please call me at (415) 835-1331.

Thank you for your consideration.

Sincerely,

POWELL ENTERPRISES



Tanya Powell - Principal



CONSTRUCTION MANAGEMENT WEST, INC.

649 Front Street, 1st Floor · San Francisco, CA 94111 · Office (415) 397-6102 Fax (415) 397-4441
email: cmwest@flash.net · www.cmwestco.com

June 15, 2001

Mr. Craig Bjorkman
Project Manager
Turner Construction Company
1625 Clay Street
Oakland, CA 94612-1531

RE: LAGUNA HONDA HOSPITAL REPLACEMENT
CM West Personnel Rates

Dear Mr. Bjorkman:

We are pleased to provide you with our hourly rates as requested for this project.

Personnel	Position	Base Hourly	Multiplier	Billing Rate
Lionel J. Recio, A.I.A.	Principal Claims Analysis	\$ 50.00 / hr	3.0	\$ 150.00 / hr
Edward H. Lopez	Superintendent	\$ 36.52 / hr	3.0	\$ 109.56 / hr
Theodore J. Paetz	Field Inspector	\$ 34.57 / hr	3.0	\$ 103.71 / hr
Robert A. Muller	OSHPD Inspector	\$ 36.52 / hr	3.0	\$ 109.56 / hr

If you need additional information regarding reimbursable expenses or overhead detail, please advise.

Very truly yours,

Lionel J. Recio, A.I.A.
President

LJR/fmr



BUSINESS DEVELOPMENT, INC.
Construction Management & Engineering Services

August 3, 2001

Craig Bjorkman
Turner Construction Company
1625 Clay Street
Oakland, CA 94612-1531

RE: Laguna Honda Replacement Program Construction Management
Services Project – Rates/Multiplier

We propose a 2.6 multiplier for this project. This rate is consistent with the rates for our other projects.

Please find listed below our proposed staff for the preliminary stage of the project.

Project Coordinator	Kevin O'Neill	\$56.09
Project Receptionist	Dorothy Herron	\$22.52

If you have any questions or concerns, please call me at (415) 671-2150.

Sincerely,
BUSINESS DEVELOPMENT, INC.

Cloteal Earby,
Senior Accountant

HRC FORM 2A: PROFESSIONAL SERVICES

Section 1: MBE/WBE Sub-consultant Participation

This section is to be completed for the proposal, and for all modifications to this proposal/contract. All prime consultants, individual joint venture partners, subconsultants, lower tier subconsultants and any other vendors participating in the project must be listed. However, participation by MBE or WBE prime consultants or joint venture partners is not to be counted towards meeting the subconsultant goals. This form is also to be completed for all contract modifications that exceed the original contract amount by more than 20%. This form is also to be completed for all contract modifications that exceed the original contract amount by more than 20%. Shaded areas are for HRC/departmental office use only.

JOB # CONTRACT NO: <u>8200A 173,547</u>	PROPOSER (PRIME): <u>TURNER WEST/CPM SERVICES</u>	GOAL LEVEL:
FAMIS DOC #:	PROPOSAL AMOUNT (optional): <u>S</u>	MBE GOAL:
FAMIS AWARD DATE:	CONTRACT NAME: <u>LAGUNA HONDA HOSP. REPLACE</u>	WBE GOAL:
VENDOR #:	CONTACT PERSON: <u>CRAIG BJORKMAN</u> ADDRESS: <u>1025 CLAY ST. OAKLAND</u> PHONE: <u>510 207-8180</u>	OTHER GOAL (specify):

*Type: Indicate if consultant is a prime (P), JV partner (J), first tier sub (FS), lower tier sub (LS)

Type*	CONSULTANT	PORTION OF WORK (briefly describe the work that will be performed by each consultant)	Indicate MBE or WBE	PERCENT OF WORK	% of Proposal Amt for each MBE	% of Proposal Amt for each WBE
J	CPM SERVICES	SCHEDULES, ENG ASSIST	MBE		40%	
FS	CM WEST	FIELD SUPERVISION	MBE		12%	
FS	BUSINESS DEV. INC.	FIELD SUPERVISION	MBE		12%	
FS	POWER ENTERPRISES	ESTIMATING	WBE			6%
TOTAL CLAIMED MBE & WBE PARTICIPATION:						

Post-it* Fax Note 7671

To <u>ALAN COHEN</u>	Date <u>05/18/06</u>	# of pages <u>2</u>
Co./Dept. <u>CPM</u>	From <u>Clarissa Fernandez</u>	
Phone # <u>543-6515</u>	Co. <u>LHHRP</u>	
Fax # <u>543-6570</u>	Phone # <u>759-4598</u>	
	Fax # <u>759-4584</u>	

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above MBE/WBE subconsultants for the portions of work as reflected in my company's proposal.

Owner/Authorized Representative (Signature): <u>Michael O'Brien</u>	Date: <u>7/9/02</u>
Owner/Authorized Representative (Print): <u>MICHAEL O'BRIEN</u>	Title: <u>GEN. MGR/VICE PRES</u>

SECTION 2: CONTRACTOR/VENDOR INFORMATION (Shaded Areas HRC Use Only)

Provide information for each firm listed in HRC Form 2A Section 1 (Consultant, its joint venture partner, subconsultants and lower tier subconsultants). Firms that have previously worked on City contracts may already have a vendor number. Such firms may enter their number instead of completing the rest of the information. Use additional sheets if necessary.

FIRM NAME:	CPM SERVICES		CONTRACT #:
ADDRESS:	607 MARKET ST.		VENDOR #:
CITY:	SAN FRANCISCO		FEDERAL I.D.#:
STATE:	CA	ZIP 94105	
PHONE #:	415 543-6515		
SERVICE:	SCHEDULING / FIELD ENG.		
FIRM NAME:	CPM WEST		CONTRACT #:
ADDRESS:	9130 MONTGOMERY ST.		VENDOR #:
CITY:	SAN FRANCISCO		FEDERAL I.D.#:
STATE:	CA		
PHONE #:	94133		
SERVICE:	FIELD SUPERVISION		
FIRM NAME:	POWELL ENTERPRISES		CONTRACT #:
ADDRESS:	1 MARKET PLAZA - SPEAR TOWER		VENDOR #:
CITY:	SAN FRANCISCO		FEDERAL I.D.#:
STATE:	CA	94105	
PHONE #:	415 293-8170		
SERVICE:	ESTIMATING		
FIRM NAME:	BUSINESS DEVELOPMENT INC.		CONTRACT #:
ADDRESS:	1790 YOSEMITE AVE 2nd FL.		VENDOR #:
CITY:	SAN FRANCISCO, CA		FEDERAL I.D.#:
STATE:	CA	STATE:	
PHONE #:	(415) 671-2150		
SERVICE:	FIELD SUPERVISION		
FIRM NAME:			CONTRACT #:
ADDRESS:			VENDOR #:
CITY:			FEDERAL I.D.#:
STATE:			
PHONE #:	()		
SERVICE:			

CIT

**LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM
AMENDMENT TO THE CONSTRUCTION MANAGEMENT AGREEMENT**

ATTACHMENT 8

Assignment and Assumption Agreement

City and County of San Francisco
Department of Public Works
Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0935

TURNER CONSTRUCTION COMPANY
COOPER PUGEDA MANAGEMENT, INC.
JOINT VENTURE
DPW No. 173,547

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made this 9th day of May, 2003 among and between TURNER CONSTRUCTION COMPANY (Turner), a corporation with offices at 1625 Clay Street, Oakland, CA 94612 and COOPER PUGEDA MANAGEMENT, INC. (CPM), a California corporation with offices at 607 Market Street, 2nd Floor, San Francisco, CA 94015 and the CITY AND COUNTY OF SAN FRANCISCO (City), a municipal corporation acting by and through its Department of Public Works.

RECITALS

WHEREAS, On or about the first day of September, 2001, Turner and CPM formed a joint venture (Turner/CPM) pursuant to an agreement (JV Agreement) to submit a proposal to the City and if selected by the City, to negotiate, enter into, and perform construction management services in support of the City's Laguna Honda Hospital Replacement Program (Project);

WHEREAS, On or about the 31st day of May, 2002, Turner/CPM and the City entered into a construction management contract (Original Contract) currently priced at \$3,220,024;

WHEREAS, The City has now decided to proceed under a Construction Manager-at-Risk (CM-at-Risk) project delivery method;

WHEREAS, The proposed CM-at-Risk approach reduces the scope of services and price which was to be performed by Turner/CPM;

WHEREAS, The City and Turner/CPM intend to amend the Original Contract to reduce the scope of work and price; and

WHEREAS, Turner/CPM wishes, with the City's and CPM's consent, to assign the reduced Original Contract to CPM alone so that Turner may compete for the proposed CM-at-Risk contract;

NOW THEREFORE, the parties agree as follows:

1. This Agreement shall become effective on the day the last person signs this Agreement (Effective Date).
2. CPM agrees to be bound by and to perform the remaining and future obligations of the Original Contract and all modifications thereto.
3. Turner/CPM agrees and hereby assigns all rights, privileges and obligations it may have in the Original Contract to CPM, except as provided in section 4.

4. CPM agrees to assume all obligations and liability of, and all claims against, Turner/CPM under the Original Contract. Notwithstanding the forgoing, Turner and CPM shall remain jointly and severally liable for all obligations of Turner/CPM under the Original Contract up to the Effective Date of this Agreement. Turner and CPM shall provide any and all appropriate insurance certificates and endorsements. The parties shall amend the Original Contract to reflect this provision.
5. By this Agreement, CPM is entitled to all rights, title and interest of Turner in and to the Original Contract as of the Effective Date of this Agreement.
6. Each party agrees to perform any further acts and to execute and deliver any additional documents that may be reasonably necessary or appropriate to carry out the provisions and intent of this Agreement.
7. Henceforth, all references in the original agreement to Turner/CPM shall mean CPM. All future payments under the Original Contract will be made to CPM.
8. This Agreement constitutes the entire agreement among the parties concerning their rights and obligations with respect to the assignment and assumption of the Original Contract. This Agreement may be amended or modified at any time with respect to any provision only by a written instrument executed by authorized representatives of each of the parties in the same manner as this Agreement.
9. This Agreement may be executed in counterparts.
10. Turner, CPM, and the City consent to all of the provision of this Agreement.

IN WITNESS WHEREOF, the parties affix their signatures hereto.

CITY

Harlan L. Kelly, Jr.
Signature for Department

Harlan L. Kelly, Jr.
Printed Name

Approved as to Form:

Dennis J. Herrera
City Attorney

By [Signature]
Deputy City Attorney

Approved:

[Signature]
Edwin M. Lee
Director of Public Works

Approved:

[Signature]
William L. Lee
City Administrator

CONTRACTOR

[Signature]
Authorized Signature

Michael O'Brien
Vice President & Regional Manager
Turner Construction Management
Printed Name and Title

[Signature]
Authorized Signature

Ismael Puga, President
Cooper Puga Management, Inc.
Printed Name and Title

Turner Construction Company/
Cooper Puga Management, Inc.
Company Name

1625 Clay Street
Address

Oakland, CA 94612
City, State, ZIP

(415) 274-2900
Phone Number

94-3406664
Federal Employer ID Number

**LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM
AMENDMENT TO THE CONSTRUCTION MANAGEMENT AGREEMENT**

ATTACHMENT 9

Contract Modification Matrix with Forecast

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM
 COOPER PUGEDA MANAGEMENT ENAT04000001
 CONSTRUCTION MANAGEMENT SERVICES

Firm	Original Contract		Mod #1		Mod #2		Mod #3		Mod #4	
	Work Plan 2001	Total Modified Contract	Work Plan 2002	Total Modified Contract	Work Plan 2003	Total Modified Contract	Scope Reduction (2003)	Total	Work Plan 2004	Total Modified Contract
Turner Total	326,176	326,176	416,437	742,613	485,527	1,228,140	(281,964)	946,176	0	946,176
CPM Total	36,763	36,763	276,860	313,624	397,651	711,274	(110,528)	600,746	609,961	1,210,707
Turner Total	44,332	44,332	205,329	248,661	409,686	659,348	(39,564)	619,784	336,940	956,724
Jwell Total	60,001	60,001	88,100	148,101	64,499	212,600	(24,007)	188,593	0	188,593
CM West Total	0	0	55,469	55,469	145,862	201,331	(75,684)	125,647	35,200	160,847
Andromeda Consulting Group										
JKL Construction	0	0	0	0	0	0	0	0	0	0
Additional Service Requests (ASR):										
Olympic	8,460	8,460	0	8,460	0	8,460	592	9,052		9,052
MS			0	0	0	0	1,200	1,200		1,200
ASR 1 - FW Associates			21,130	21,130	0	21,130	0	21,130		21,130
ASR 2 - Testing & Inspection/8400A (AME)			15,595	15,595	0	15,595	0	15,595		15,595
ASR 2A - Testing & Inspection/8400A (AME)			0	0	0	0	0	12,000		12,000
ASR 2B - Testing & Inspection/8400A (AME)			0	0	0	0	0	0		0
ASR 2C - Testing & Inspection/8400A (AME)			0	0	0	0	0	0		0
ASR 3 - Testing & Inspection/8410A (AME)			0	0	0	0	6,790	6,790		6,790
ASR 5 - Jacques Consulting			3,060	3,060	0	3,060	(60)	3,000		3,000
ASR 6 - Nyland Construction			15,000	15,000	0	15,000	(1,204)	13,796		13,796
ASR 7 - Air Monitoring Equipment			6,260	6,260	0	6,260	680	6,940		6,940
ASR 8 - CM-at-Risk Consulting Svcs. (Western Construction Consultants)			0	0	6,000	6,000	0	6,000		6,000
ASR 9 - Virtual Tour (Regency Virtual Studio)			0	0	15,000	15,000	25,000	15,000		15,000
ASR 9A - Virtual Tour (Regency Virtual Studio)			0	0	0	0	0	25,000		25,000
ASR 9B - Virtual Tour (Regency Virtual Studio)			0	0	0	0	0	14,279		14,279
ASR 9C - Virtual Tour (Regency Virtual Studio)			0	0	0	0	0	2,212		2,212
ASR 10 - Document Review (Redi-Check Pacific)			0	0	156,900	156,900	38,250	195,150		195,150
ASR 11 - Topographic Survey (Martin M. Ron Associates, Inc.)			0	0	8,575	8,575	1,425	10,000		10,000
ASR 13 - Team Retreat & Partnering Facilitator (Anne Godfrey)										75
ASR 13A - Partnering Facilitator (Anne Godfrey)										
ASR 13B - Team Retreat & Partnering Facilitator (Anne Godfrey)										
ASR 15 - LHHRP Team Allowance										
ASR 15A - LHHRP Team Allowance										
ASR 16 Temporary Facilities (Siemens)			0	0	0	0	4,800	4,800		4,800
ASR 17 - Fire Safety Solutions (Greg Granados)			0	0	0	0	5,600	11,600		11,600
ASR 18 - Safety Consultant (TBD)			0	0	0	0	25,000	3,643		3,643
ASR 19 - EIR Required Documentation/Survey (ARG)			0	0	0	0	24,750	24,750		24,750
ASR 20 - F-3 Engineering Svcs. (Siemens)			0	0	0	0	0	3,100		3,100
ASR 21 - Construction Signage (Radius Svcs.)			0	0	0	0	0	2,436		2,436
ASR 22 - Ground Breaking Photographer (Thomas John Gibbens)			0	0	0	0	0	927		927
ASR 22A - Ground Breaking Parking (Forest Hill Christian Church)										0
ASR 23 - Mock-up/8415A (Marathon Computer)										0
ASR 23A - Mock-up/8415A (Direct TV)										0
ASR 23B - Mock-up/8415A (Best Buy)										0
ASR 24 - Program Cost Controls: DB/Hardware/Software										0
ASR 25 - Program's Storage Supplies										0
ASR 25A - Program's Storage Supplies										0
ASR 26 - Program's Data Base Development & Maintenance (Umi Cetin, CPM)										0
ASR 27 - Remodel Fire Alarm Design Svcs. (Siemens)										0
ASR 28 - Archeological Monitoring (Holman & Assoc.)										0
ASR-29 - Signs Direct										0
ASR-30 - Flo-Gages										0
ASR-31 - Diablo Boiler (Phase 1)										0
ASR-32 - Diablo Boiler (Phase 2)										0
ASR-33 - Diablo Boiler										0
ASR-34 - Diablo Boiler Remedial Work										0
ASR-35 - Northern Energy										0
ASR-36 - Fluid Gauge Company										0
ASR-37 - Hurst Boiler & Welding Co. Inc.										0
ASR-38 - Vital Therm										0
ASR-39 - Diablo Boiler										0
ASR-40 - Diamond Fence Co. Inc.										0
ASR-41 - Northern Energy										0
ASR-42 - Construction Testing Services, Inc.										0
ASR-42 - Construction Testing Services, Inc.										0
ASR-43 - Eltek Reprographics (CM-at-Risk Reports)										0
ASR-44 - Control Automation Distributors										0
ASR-46 - Diablo Boilers - Addendum to the Quote dated 02/17 Installing a Pump Trap										0
ASR-47 - Mobile Modular - Request for Monthly Trailer Lease										0
ASR-48 - Estimating Manuals										0
ASR-49 - Request for file Service at Laguna Honda Jobsite										0
ASR-50 MCAA Labor Manual Maintenance Fee										0
ASR-51 Siemens Fire Safety										0
ASR-52 Mechanical Traser Electrical Trade Book										0
ASR-53 FF&E Interviews										0
ASR-54 Flashlights										0
ASR-55 Trades Services - Software/Published Services										0
ASR-56 Mechanical Contractors Association of America Estimating										0
ASR-57 Group Mobile Computers										0
ASR-58 Trade Services - Software/Published Services										0
ASR-59 Material Testing 3rd Floor Framing/Materials Handling/H Wing										0
ASR-61 - Mechanical Contractors Association of America, Inc.										0
ASR-62 - Concrete Strength Testing W Wing H										0
ASR-63 - Request for Trade Services Renewal (12/01/08 - 12/01/09)										0
ASR-64 - Applied Materials and Engineering Inc.										0
ASR-65 - Mobile Modular - Trailer Removal 06/26/09										0
ASR-66 - Existing Building Remodel - Investigation Roof Slab										0
ASR-67 - Move Consultant Interviews										0
ASR-68 - Xplore Technologies Corp. - Repair Tablets										0
ASR-69 - Trade Services and MCAA Subscriptions										0
ASR-70 - Contractors Services (March/April)										0
ASR-71 - RS Means Cost Data Book										0
ASR-72 - Contractor Services for Stephanie Clarke-Finch										0
ASR-73 - Contractor Services for Stephanie Clarke-Finch										0
ASR-74 - Contractor Services for David Gibbs										0
ASR-75 - Audit Turner Construction Contract										0
Additional Services Total	8,460	8,460	63,030	71,490	186,475	257,965	159,339	411,900	0	411,975
Fund temporary positions under allowance										
Mark Evans (CPM)										
Jim Klee (CM West)										
Total Reduction from Allowance										
Allowance	125,267	125,267	36,567	161,834	(86,475)	75,359	188,532	269,219	150,000	419,219
TOTAL	601,000	601,000	1,141,793	1,742,793	1,477,232	3,220,024	(57,884)	3,162,065	1,132,101	4,294,240

EWBE PARTICIPATION										
	\$44,332	7.38%	\$249,661	14.33%	\$659,348	20.48%	\$619,784	19.60%	\$956,724	22.28%
BDI	\$0	0.00%	\$55,469	3.18%	\$201,331	6.25%	\$125,647	3.97%	\$160,847	3.75%
CM WEST	\$60,001	9.98%	\$148,101	8.50%	\$212,600	6.60%	\$188,593	5.96%	\$188,593	4.39%
POWELL										
TOTAL	\$104,334	17.36%	\$453,232	26.01%	\$1,073,279	33.33%	\$934,024	29.54%	\$1,306,163	30.42%

Mod No. 8 extended the term through June 30, 2011. No monetary value.
 Mod No. 15 extended the term through December 31, 2012.

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM
 COOPER PUGEDA MANAGEMENT ENAT04000001
 CONSTRUCTION MANAGEMENT SERVICES

Firm	Mod #5		Mod #6		Mod #7		Mod #9		Mod #10	
	Modification Amount	Total Modified Contract	Modification Amount	Total Modified Contract	Modification Amount	Total Modified Contract	Modification Amount	Total Modified Contract	Modification Amount	Total Modified Contract
Turner Total	0	946,176	0	946,176	0	946,176	0	946,176	0	946,176
CPM Total	507,106	1,717,813	820,631	2,538,445	900,611	3,439,055	1,117,826	4,556,881	438,375	4,995,256
BDI Total	349,233	1,305,957	(211,469)	1,094,488	426,811	1,521,299	281,534	1,802,833	1,700	1,804,533
Powell Total	0	188,593	0	188,593	0	188,593	0	188,593	0	188,593
CM West Total	19,165	180,012	303,341	483,353	409,902	893,255	668,702	1,561,956	130,165	1,692,123
Andromeda Consulting Group										
JKL Construction	0	0	0	0	0	0	0	0	88,853	88,853
Additional Service Requests (ASR):										
Olympic	0	9,052	0	9,052	0	9,052	0	9,052	0	9,052
MCS	0	1,200	0	1,200	0	1,200	0	1,200	0	1,200
ASR 1 - FW Associates	0	21,130	0	21,130	0	21,130	0	21,130	0	21,130
ASR 2 - Testing & Inspection/8400A (AME)	0	15,595	0	15,595	0	15,595	0	15,595	0	15,595
ASR 2A - Testing & Inspection/8400A (AME)	0	12,000	(5,928)	6,072	0	6,072	0	6,072	0	6,072
ASR 2B - Testing & Inspection/8400A (AME)	910	910	(205)	704	0	704	0	704	0	704
ASR 2C - Testing & Inspection/8400A (AME)	1,106	1,106	(531)	575	0	575	0	575	0	575
ASR 3 - Testing & Inspection/8410A (AME)	(5,330)	1,460	0	1,460	0	1,460	0	1,460	0	1,460
ASR 5 - Jacques Consulting	0	3,000	0	3,000	0	3,000	0	3,000	0	3,000
ASR 6 - Nyland Construction	0	13,796	0	13,796	0	13,796	0	13,796	0	13,796
ASR 7 - Air Monitoring Equipment	0	6,940	0	6,940	0	6,940	0	6,940	0	6,940
ASR 8 - CM-at-Risk Consulting Svcs. (Western Construction Consultants)	0	6,000	0	6,000	0	6,000	0	6,000	0	6,000
ASR 9 - Virtual Tour (Regency Virtual Studio)	0	15,000	0	15,000	0	15,000	0	15,000	0	15,000
ASR 9A - Virtual Tour (Regency Virtual Studio)	0	25,000	0	25,000	0	25,000	0	25,000	0	25,000
ASR 9B - Virtual Tour (Regency Virtual Studio)	0	14,279	0	14,279	0	14,279	0	14,279	0	14,279
ASR 9C - Virtual Tour (Regency Virtual Studio)	188	2,400	0	2,400	0	2,400	0	2,400	0	2,400
ASR 10 - Document Review (Redi-Check Pacific)	0	195,150	0	195,150	0	195,150	0	195,150	0	195,150
ASR 11 - Topographic Survey (Martin M. Ron Associates, Inc.)	(1,425)	8,575	0	8,575	0	8,575	0	8,575	0	8,575
ASR 13 - Team Retreat & Partnering Facilitator (Anne Godfrey)	1,500	1,500	0	1,500	0	1,500	0	1,500	0	1,500
ASR 13A - Partnering Facilitator (Anne Godfrey)	0	75	0	75	0	75	0	75	0	75
ASR 13B - Team Retreat & Partnering Facilitator (Anne Godfrey)	2,250	2,250	0	2,250	0	2,250	0	2,250	0	2,250
ASR 15 - LHHRP Team Allowance	1,000	1,000	(120)	880	0	880	0	880	0	880
ASR 15A - LHHRP Team Allowance	1,000	1,000	(472)	528	0	528	0	528	0	528
ASR 16 Temporary Facilities (Siemens)	0	4,800	0	4,800	0	4,800	0	4,800	0	4,800
ASR 17 - Fire Safety Solutions (Greg Granados)	(989)	10,611	0	10,611	0	10,611	0	10,611	0	10,611
ASR 18 - Safety Consultant (TBD)	0	3,439	(204)	3,439	0	3,439	0	3,439	0	3,439
ASR 19 - EIR Required Documentation/ Survey (ARG)	0	23,610	(1,140)	23,610	49,676	304,887	9,476	314,363	11,717	326,080
ASR 20 - F-3 Engineering Svcs. (Siemens)	0	3,100	0	3,100	0	3,100	0	3,100	0	3,100
ASR 21 - Construction Signage (Radius Svcs.)	0	2,436	0	2,436	0	2,436	0	2,436	0	2,436
ASR 22 - Ground Breaking Photographer (Thomas John Gibbons)	0	927	0	927	0	927	0	927	0	927
ASR 22A - Ground Breaking Parking (Forest Hill Christian Church)	100	100	0	100	0	100	0	100	0	100
ASR 23 - Mock-up/8415A (Marathon Computer)	288	288	0	288	0	288	0	288	0	288
ASR 23A - Mock-up/8415A (Direct TV)	471	471	0	471	0	471	0	471	0	471
ASR 23B - Mock-up/8415A (Best Buy)	569	569	0	569	0	569	0	569	0	569
ASR 24 - Program Cost Controls: DB/Hardware/Software	3,869	3,869	0	3,869	0	3,869	0	3,869	0	3,869
ASR 25 - Program's Storage Supplies	193	193	0	193	0	193	0	193	0	193
ASR 25A - Program's Storage Supplies	423	423	0	423	0	423	0	423	0	423
ASR 26 - Program's Data Base Development & Maintenance (Ulvi Cetin, CPM)	146,172	146,172	109,038	255,210	49,676	304,887	9,476	314,363	11,717	326,080
ASR 27 - Remodel Fire Alarm Design Svcs. (Siemens)	16,880	16,880	(3,988)	12,892	0	12,892	967	13,859	0	13,859
ASR 28 - Archeological Monitoring (Holman & Assoc.)	12,000	12,000	(8,742)	3,259	0	3,259	0	3,259	0	3,259
ASR-29 - Signs Direct	0	138	0	138	0	138	0	138	0	138
ASR-30 - Flo-Gages	0	1,525	0	1,525	0	1,525	0	1,525	0	1,525
ASR-31 - Diablo Boiler (Phase 1)	0	12,645	0	12,645	0	12,645	0	12,645	0	12,645
ASR-32 - Diablo Boiler (Phase 2)	0	5,272	0	5,272	0	5,272	0	5,272	0	5,272
ASR-33 - Diablo Boiler	0	8,586	0	8,586	0	8,586	0	8,586	0	8,586
ASR-34 - Diablo Boiler Remedial Work	0	14,710	0	14,710	0	14,710	0	14,710	0	14,710
ASR-35 - Northern Energy	0	276	0	276	0	276	0	276	0	276
ASR-36 - Fluid Gauge Company	0	3,443	0	3,443	0	3,443	0	3,443	0	3,443
ASR-37 - Hurst Boiler & Welding Co. Inc.	0	3,001	0	3,001	0	3,001	0	3,001	0	3,001
ASR-38 - Vital Therm	0	641	0	641	0	641	0	641	0	641
ASR-39 - Diablo Boiler	0	3,645	0	3,645	0	3,645	0	3,645	0	3,645
ASR-40 - Diamond Fence Co. Inc.	0	3,600	0	3,600	0	3,600	0	3,600	0	3,600
ASR-41 - Norther Energy	0	752	0	752	0	752	0	752	0	752
ASR-42 - Construction Testing Services, Inc.	0	450	0	450	0	450	0	450	0	450
ASR-42 - Construction Testing Services, Inc.	0	(450)	0	(450)	0	(450)	0	(450)	0	(450)
ASR-43 - Elite Reprographics (CM-at-Risk Reports)	0	226	0	226	0	226	0	226	0	226
ASR-44 - Controls Automation Distributors	0	460	0	460	0	460	0	460	0	460
ASR-45 - Diablo Boilers - Addendum to the Quote dated 02/17 Installing a Pump Trap	0	1,583	0	1,583	0	1,583	0	1,583	0	1,583
ASR-47 - Mobile Modular - Request for Monthly Trailer Lease	0	11,872	0	11,872	0	11,872	0	11,872	0	11,872
ASR-48 - Estimating Manuals	0	3,455	0	3,455	0	3,455	0	3,455	0	3,455
ASR-49 - Request for file Service at Laguna Honda Jobsite	0	4,427	0	4,427	0	4,427	(3,645)	782	0	782
ASR-50 MCAA Labor Manual Maintenance Fee	0	145	0	145	0	145	0	145	0	145
ASR-51 Siemens Fire Safety	0	11,000	0	11,000	0	11,000	0	11,000	0	11,000
ASR-52 Mechanical Traser Electrical Trade Book	0	1,494	0	1,494	0	1,494	0	1,494	0	1,494
ASR-53 FF&E Interviews	0	150	0	150	0	150	0	150	0	150
ASR-54 Flashlights	0	0	0	0	0	0	257	257	0	257
ASR-55 Trades Services - Software/Published Services	0	0	0	0	0	0	1,352	1,352	0	1,352
ASR-56 Mechanical Contractors Association of America Estimating	0	165	0	165	0	165	0	165	0	165
ASR-57 Group Mobile Computers	0	21,439	0	21,439	0	21,439	0	21,439	0	21,439
ASR-58 Trade Services - Software/Published Services	0	1,790	0	1,790	0	1,790	0	1,790	0	1,790
ASR-59 Material Testing 3rd Floor Framing/Materials Handling/H Wing	0	0	0	0	0	0	0	0	0	0
ASR-61 - Mechanical Contractors Association of America, Inc.	0	0	0	0	0	0	0	0	0	0
ASR-62 - Concrete Strength Testing Wing H	0	0	0	0	0	0	0	0	0	0
ASR-63 - Request for trade Services Renewal (12/01/08 - 12/01/09)	0	0	0	0	0	0	0	0	0	0
ASR-64 - Applied Materials and Engineering Inc.	0	0	0	0	0	0	0	0	0	0
ASR-65 - Mobile Modular - Trailer Removal 06/26/09	0	0	0	0	0	0	0	0	0	0
ASR-66 - Existing Building Remodel - Investigation Roof Slab	0	0	0	0	0	0	0	0	0	0
ASR-67 - Move Consultant Interviews	0	0	0	0	0	0	0	0	0	0
ASR-68 - Xplora Technologies Corp. - Repair Tablets	0	0	0	0	0	0	0	0	0	0
ASR-69 - Trade Services and MCAA Subscriptions	0	0	0	0	0	0	0	0	0	0
ASR-70 - Contractors Services (March/April)	0	0	0	0	0	0	0	0	0	0
ASR-71 - RS Means Cost Data Book	0	0	0	0	0	0	0	0	0	0
ASR-72 - Contractor Services for Stephanie Clarke-Finch	0	0	0	0	0	0	0	0	0	0
ASR-73 - Contractor Services for Stephanie Clarke-Finch	0	0	0	0	0	0	0	0	0	0
ASR-74 - Contractor Services for David Gibbs	0	0	0	0	0	0	0	0	0	0
ASR-75 - Audit Turner Construction Contract	0	0	0	0	0	0	0	0	0	0
Additional Services Total	177,674	589,649	167,963	757,612	62,465	820,077	31,801	851,878	11,717	863,595
Fund temporary positions under allowance										
Mark Evans (CPM)	27,638	27,638	0	27,638	0	27,638	0	27,638	0	27,638
Jim Klee (CM West)	34,427	34,427	0	34,427	0	34,427	0	34,427	0	34,427
Total Reduction from Allowance	62,065	62,065	0	62,065	0	62,065	0	62,065	0	62,065
Allowance	(53,508)	365,711	413,072	776,783	(628,783)	150,000	(125,000)	25,000	0	25,000
TOTAL	1,061,736	5,355,976	1,493,537	6,849,514	1,171,006	8,020,520	1,974,863	9,995,383	670,810	10,666,193

MBE/WBE PARTICIPATION

	\$	%	\$	%	\$	%	\$	%	\$	%
BDI	\$1,305,957	24.38%	\$1,094,488	15.98%	\$1,521,299	18.97%	\$1,802,833	18.04%	\$1,804,533	16.92%
CM WEST	\$180,012	3.36%	\$483,353	7.06%	\$893,255	11.14%	\$1,561,956	15.63%	\$1,692,123	15.86%
POWELL	\$188,593	3.52%	\$188,593	2.75%	\$188,593	2.35%	\$188,593	1.89%	\$188,593	1.77%
TOTAL	\$1,674,562	31.27%	\$1,766,434	25.79%	\$2,603,147	32.46%</				

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM
 COOPER PUGEDA MANAGEMENT ENAT04000001
 CONSTRUCTION MANAGEMENT SERVICES

Firm	Mod #11		Mod #12		Mod #13		Mod #14A		Mod #14B	
	Modification Amount	Total Modified Contract	Modification Amount	Total Modified Contract	Modification Amount	Total Modified Contract	Modification Amount	Total Modified Contract	Modification Amount	Total Modified Contract
Turner Total	0	946,176	0	946,176	0	946,176	0	946,176	0	946,176
CPM Total	1,430,436	6,425,692	1,070,694	7,496,386	269,455	7,765,841	76,197	7,842,038	227,283	8,069,321
Y Total	298,704	2,103,237	171,039	2,274,275	23,350	2,297,625	97,498	2,395,123	304,719	2,699,842
Jwell Total	0	188,593	0	188,593	0	188,593	0	188,593	0	188,593
CM West Total	705,968	2,398,091	31,288	2,429,378	132,332	2,561,711	119,265	2,680,975	72,337	2,753,312
Andromeda Consulting Group										
JKL Construction	316,302	405,155	18,463	423,638	70,027	493,665	(3,032)	490,633	0	490,633
Additional Service Requests (ASR):										
Olympic										
MCS		9,052		9,052		9,052		9,052		9,052
ASR 1 - FW Associates		1,200		1,200		1,200		1,200		1,200
ASR 2 - Testing & Inspection/8400A (AME)		21,130		21,130		21,130		21,130		21,130
ASR 2A - Testing & Inspection/8400A (AME)		15,595		15,595		15,595		15,595		15,595
ASR 2B - Testing & Inspection/8400A (AME)		6,072		6,072		6,072		6,072		6,072
ASR 2C - Testing & Inspection/8400A (AME)		704		704		704		704		704
ASR 3 - Testing & Inspection/8410A (AME)		575		575		575		575		575
ASR 5 - Jacques Consulting		1,460		1,460		1,460		1,460		1,460
ASR 6 - Nyland Construction		3,000		3,000		3,000		3,000		3,000
ASR 7 - Air Monitoring Equipment		13,796		13,796		13,796		13,796		13,796
ASR 8 - CM-at-Risk Consulting Svcs. (Western Construction Consultants)		6,940		6,940		6,940		6,940		6,940
ASR 9 - Virtual Tour (Regency Virtual Studio)		6,000		6,000		6,000		6,000		6,000
ASR 9A - Virtual Tour (Regency Virtual Studio)		15,000		15,000		15,000		15,000		15,000
ASR 9B - Virtual Tour (Regency Virtual Studio)		25,000		25,000		25,000		25,000		25,000
ASR 9C - Virtual Tour (Regency Virtual Studio)		14,279		14,279		14,279		14,279		14,279
ASR 10 - Document Review (Redi-Check Pacific)		2,400		2,400		2,400		2,400		2,400
ASR 11 - Topographic Survey (Martin M. Ron Associates, Inc.)		195,150		195,150		195,150		195,150		195,150
ASR 13 - Team Retreat & Partnering Facilitator (Anne Godfrey)		8,575		8,575		8,575		8,575		8,575
ASR 13A - Partnering Facilitator (Anne Godfrey)		1,500		1,500		1,500		1,500		1,500
ASR 13B - Team Retreat & Partnering Facilitator (Anne Godfrey)		75		75		75		75		75
ASR 15 - LHHRP Team Allowance		2,250		2,250		2,250		2,250		2,250
ASR 15A - LHHRP Team Allowance		880		880		880		880		880
ASR 16 Temporary Facilities (Siemens)		528		528		528		528		528
ASR 17 - Fire Safety Solutions (Greg Granados)		4,800		4,800		4,800		4,800		4,800
ASR 18 - Safety Consultant (TBD)		10,611		10,611		10,611		10,611		10,611
ASR 19 - EIR Required Documentation/Survey (ARG)		3,439		3,439		3,439		3,439		3,439
ASR 20 - F-3 Engineering Svcs. (Siemens)		23,610		23,610		23,610		23,610		23,610
ASR 21 - Construction Signage (Radius Svcs.)		3,100		3,100		3,100		3,100		3,100
ASR 22 - Ground Breaking Photographer (Thomas John Gibbons)		2,436		2,436		2,436		2,436		2,436
ASR 22A - Ground Breaking Parking (Forest Hill Christian Church)		927		927		927		927		927
ASR 23 - Mock-up/8415A (Marathon Computer)		100		100		100		100		100
ASR 23A - Mock-up/8415A (Direct TV)		288		288		288		288		288
ASR 23B - Mock-up/8415A (Best Buy)		471		471		471		471		471
ASR 24 - Program Cost Controls: DB/Hardware/Software		569		569		569		569		569
ASR 25 - Program's Storage Supplies		3,869		3,869		3,869		3,869		3,869
ASR 26 - Program's Storage Supplies		193		193		193		193		193
ASR 26 - Program's Data Base Development & Maintenance (Uvi Cetin, CPM)		423		423		423		423		423
ASR 27 - Remodel Fire Alarm Design Svcs. (Siemens)	48,675	374,754	(36,205)	338,549	4,827	343,376	(9,655)	333,721		333,721
ASR 28 - Archeological Monitoring (Holman & Assoc.)		13,859		13,859		13,859		13,859		13,859
ASR-29 - Signs Direct		3,259		3,259		3,259		3,259		3,259
ASR-30 - Flo-Gages		138		138		138		138		138
ASR-31 - Diabolo Boiler (Phase 1)		1,525		1,525		1,525		1,525		1,525
ASR-32 - Diabolo Boiler (Phase 2)		12,645		12,645		12,645		12,645		12,645
ASR-33 - Diabolo Boiler		5,272		5,272		5,272		5,272		5,272
ASR-34 - Diabolo Boiler Remedial Work		8,586		8,586		8,586		8,586		8,586
ASR-35 - Northern Energy		14,710		14,710		14,710		14,710		14,710
ASR-36 - Fluid Gauge Company		276		276		276		276		276
ASR-37 - Hurst Boiler & Welding Co. Inc.		3,443		3,443		3,443		3,443		3,443
ASR-38 - Vital Therm		3,001		3,001		3,001		3,001		3,001
ASR-39 - Diabolo Boiler		641		641		641		641		641
ASR-40 - Diamond Fence Co. Inc.		3,645		3,645		3,645		3,645		3,645
ASR-41 - Northern Energy		3,600		3,600		3,600		3,600		3,600
ASR-42 - Construction Testing Services, Inc.		752		752		752		752		752
ASR-42 - Construction Testing Services, Inc.		(450)		(450)		(450)		(450)		(450)
ASR-43 - Elite Reprographics (CM-at-Risk Reports)		226		226		226		226		226
ASR-44 - Controlco Automation Distributors		460		460		460		460		460
ASR-46 - Diabolo Boilers - Addendum to the Quote dated 02/17 Installing a Pump Trap		1,583		1,583		1,583		1,583		1,583
ASR-47 - Mobile Modular - Request for Monthly Trailer Lease		11,872		11,872		11,872		11,872		11,872
ASR-48 - Estimating Manuals		3,455		3,455		3,455		3,455		3,455
ASR-48 - Request for file Service at Laguna Honda Jobsite		782		782		782		782		782
ASR-50 MCAA Labor Manual Maintenance Fee		145		145		145		145		145
ASR-51 Siemens Fire Safety		11,000		11,000		11,000		11,000		11,000
ASR-52 Mechanical Tracer Electrical Trade Book		1,494		1,494		1,494		1,494		1,494
ASR-53 FF&E Interviews		150		150		150		150		150
ASR-54 Flashlights		257		257		257		257		257
ASR-55 Trades Services - Software/Published Services		1,352		1,352		1,352		1,352		1,352
ASR-56 Mechanical Contractors Association of America Estimating		165		165		165		165		165
ASR-57 Group Mobile Computers		21,439		21,439		21,439		21,439		21,439
ASR-58 Trade Services - Software/Published Services		1,790		1,790		1,790		1,790		1,790
ASR-59 Material Testing 3rd Floor Framing/Materials Handling/H Wing		13,450		13,450		13,450		13,450		13,450
ASR-61 - Mechanical Contractors Association of America, Inc.		295		295	0	295	0	295		295
ASR-62 - Concrete Strength Testing Wing H		26,130		26,130	0	26,130	0	26,130		26,130
ASR-63 - Request for trade Services Renewal (12/01/08 - 12/01/09)		3,026		3,026	0	3,026	0	3,026		3,026
ASR-64 - Applied Materials and Engineering Inc.		1,760		1,760	0	1,760	0	1,760		1,760
ASR-65 - Mobile Modular - Trailer Removal 06/26/09		3,421		3,421	0	3,421	0	3,421		3,421
ASR-66 - Existing Building Remodel - Investigation Roof Slab		6,520		6,520	0	6,520	0	6,520		6,520
ASR-67 - Move Consultant Interviews		185		185	0	185	0	185		185
ASR-68 - Xplore Technologies Corp. - Repair Tablets		778		778	0	778	0	778		778
ASR-69 - Trade Services and MCAA Subscriptions		1,297		1,297	0	1,297	0	1,297		1,297
ASR-70 - Contractors Services (March/April)							8,437	8,437		8,437
ASR-71 - RS Means Cost Data Book							267	267		267
ASR-72 - Contractor Services for Stephanie Clarke-Finch										
ASR-73 - Contractor Services for Stephanie Clarke-Finch										
ASR-74 - Contractor Services for David Gibbs										
ASR-75 - Audit Turner Construction Contract										
Additional Services Total	62,125	925,720	7,206	932,926	4,827	937,753	(831)	936,823	0	936,823
Fund temporary positions under allowance										
Mark Evans (CPM)										
Jim Klee (CM West)										
Total Reduction from Allowance		62,065		62,065		62,065		62,065		62,065
Allowance	25,000	50,000	0	50,000	0	50,000	0	50,000		50,000
AL	2,838,534	13,504,727	1,298,710	14,803,437	499,992	15,303,429	288,996	15,592,425	604,339	16,196,764
WBE PARTICIPATION										
BDI										
CM WEST	\$2,103,237	15.57%	\$2,274,275	15.36%	\$2,297,625	15.01%	\$2,395,123	15.38%	\$2,699,842	16.87%
POWELL	\$2,398,091	17.76%	\$2,429,378	16.41%	\$2,561,711	16.74%	\$2,680,975	17.19%	\$2,753,312	17.00%
TOTAL	\$188,593	1.40%	\$188,593	1.27%	\$188,593	1.23%	\$188,593	1.21%	\$188,593	1.16%
	\$4,689,920	34.73%	\$4,892,246	33.05%	\$5,047,929	32.99%	\$5,264,691	33.78%	\$5,641,747	34.83%

Mod No. 8 extended the term through June 30, 2011. No monetary value.
 Mod No. 15 extended the term through December 31, 2012.

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM
 COOPER PUGEDA MANAGEMENT ENAT04000001
 CONSTRUCTION MANAGEMENT SERVICES

Firm	Mod #15A		Mod #15B		Adjustment	Mod #16		Total Modified Contract
	Work Plan 2011	Total Modified Contract	Work Plan 2012	Total Modified Contract		Work Plan 2012	Modification Amount	
Turner Total	0	946,176		946,176	0	0	0	946,176
CPM Total	161,370	8,230,691	263,550	8,494,241	(235,551)	292,238	56,687	8,550,928
BDI Total	(194,390)	2,505,452	0	2,505,452	3,779	0	3,779	2,509,231
Powell Total	0	188,593		188,593	0	0	0	188,593
CM West Total	134,948	2,888,260	22,179	2,910,438	96,491	0	96,491	3,006,930
Andromeda Consulting Group					0	35,850	35,850	35,850
JKL Construction	0	490,633	0	490,633	22,315	0	22,315	512,948
Additional Service Requests (ASR):		9,052		9,052				9,052
Olympic		1,200		1,200				1,200
MCS		21,130		21,130				21,130
ASR 1 - FW Associates		15,595		15,595				15,595
ASR 2 - Testing & Inspection/8400A (AME)		6,072		6,072				6,072
ASR 2A - Testing & Inspection/8400A (AME)		704		704				704
ASR 2B - Testing & Inspection/8400A (AME)		575		575				575
ASR 2C - Testing & Inspection/8400A (AME)		1,460		1,460				1,460
ASR 3 - Testing & Inspection/8410A (AME)		3,000		3,000				3,000
ASR 5 - Jacques Consulting		13,796		13,796				13,796
ASR 6 - Nyland Construction		6,940		6,940				6,940
ASR 7 - Air Monitoring Equipment		6,000		6,000				6,000
ASR 8 - CM-at-Risk Consulting Svcs. (Western Construction Consultants)		15,000		15,000				15,000
ASR 9 - Virtual Tour (Regency Virtual Studio)		25,000		25,000				25,000
ASR 9A - Virtual Tour (Regency Virtual Studio)		14,279		14,279				14,279
ASR 9B - Virtual Tour (Regency Virtual Studio)		2,400		2,400				2,400
ASR 9C - Virtual Tour (Regency Virtual Studio)		2,400		2,400				2,400
ASR 10 - Document Review (Redi-Check Pacific)		195,150		195,150				195,150
ASR 11 - Topographic Survey (Martin M. Ron Associates, Inc.)		8,575		8,575				8,575
ASR 13 - Team Retreat & Partnering Facilitator (Anne Godfrey)		1,500		1,500				1,500
ASR 13A - Partnering Facilitator (Anne Godfrey)		75		75				75
ASR 13B - Team Retreat & Partnering Facilitator (Anne Godfrey)		2,250		2,250				2,250
ASR 15 - LHHRP Team Allowance		880		880				880
ASR 15A - LHHRP Team Allowance		528		528				528
ASR 16 Temporary Facilities (Siemens)		4,800		4,800				4,800
ASR 17 - Fire Safety Solutions (Greg Granados)		10,611		10,611				10,611
ASR 18 - Safety Consultant (TBD)		3,439		3,439				3,439
ASR 19 - EIR Required Documentation/Survey (ARG)		23,610		23,610				23,610
ASR 20 - F-3 Engineering Svcs. (Siemens)		3,100		3,100				3,100
ASR 21 - Construction Signage (Radius Svcs.)		2,436		2,436				2,436
ASR 22 - Ground Breaking Photographer (Thomas John Gibbons)		927		927				927
ASR 22A - Ground Breaking Photographer (Thomas John Gibbons)		100		100				100
ASR 22A - Ground Breaking Parking (Forest Hill Christian Church)		288		288				288
ASR 23 - Mock-up/8415A (Marathon Computer)		471		471				471
ASR 23A - Mock-up/8415A (Direct TV)		569		569				569
ASR 23B - Mock-up/8415A (Best Buy)		3,869		3,869				3,869
ASR 24 - Program Cost Controls: DB/Hardware/Software		193		193				193
ASR 25 - Program's Storage Supplies		423		423				423
ASR 25A - Program's Storage Supplies		333,721		333,721	1,086		1,086	334,807
ASR 26 - Program's Data Base Development & Maintenance (Ulvi Cetin, CPM)		13,859		13,859				13,859
ASR 27 - Remodel Fire Alarm Design Svcs. (Siemens)		3,259		3,259				3,259
ASR 28 - Archaeological Monitoring (Holman & Assoc.)		138		138				138
ASR-29 - Signs Direct		1,525		1,525				1,525
ASR-30 - Plo-Gages		12,645		12,645				12,645
ASR-31 - Diablo Boiler (Phase 1)		5,272		5,272				5,272
ASR-32 - Diablo Boiler (Phase 2)		8,586		8,586				8,586
ASR-33 - Diablo Boiler		14,710		14,710				14,710
ASR-34 - Diablo Boiler Remedial Work		276		276				276
ASR-35 - Northern Energy		3,443		3,443				3,443
ASR-36 - Fluid Gauge Company		3,001		3,001				3,001
ASR-37 - Hurst Boiler & Welding Co. Inc.		641		641				641
ASR-38 - Vital Therm		3,645		3,645				3,645
ASR-39 - Diablo Boiler		3,600		3,600				3,600
ASR-40 - Diamond Fence Co. Inc.		752		752				752
ASR-41 - Norther Energy		450		450				450
ASR-42 - Construction Testing Services, Inc.		(450)		(450)				(450)
ASR-42 - Construction Testing Services, Inc.		226		226				226
ASR-43 - Elite Reprographics (CM-at-Risk Reports)		460		460				460
ASR-44 - Controlco Automation Distributors		1,583		1,583				1,583
ASR-46 - Diablo Boilers - Addendum to the Quote dated 02/17 Installing a Pump Trap		11,872		11,872				11,872
ASR-47 - Mobile Modular - Request for Monthly Trailer Lease		3,455		3,455				3,455
ASR-48 - Estimating Manuals		782		782				782
ASR-49 - Request for file Service at Laguna Honda Jobsite		145		145				145
ASR-50 MCAA Labor Manual Maintenance Fee		11,000		11,000				11,000
ASR-51 Siemens Fire Safety		1,494		1,494				1,494
ASR-52 Mechanical Traser Electrical Trade Book		150		150				150
ASR-53 FF&E Interviews		257		257				257
ASR-54 Flashlights		1,352		1,352				1,352
ASR-55 Trades Services - Software/Published Services		165		165				165
ASR-56 Mechanical Contractors Association of America Estimating		21,439		21,439				21,439
ASR-57 Group Mobile Computers		1,790		1,790				1,790
ASR-58 Trade Services - Software/Published Services		13,450		13,450				13,450
ASR-59 Material Testing 3rd Floor Framing/Materials Handling/H Wing		295		295				295
ASR-61 - Mechanical Contractors Association of America, Inc.	0	26,130	0	26,130				26,130
ASR-62 - Concrete Strength Testing Wing H.	0	3,026	0	3,026				3,026
ASR-63 - Request for trade Services Renewal (12/01/08 - 12/01/09)	0	1,760	0	1,760				1,760
ASR-64 - Applied Materials and Engineering Inc.	0	3,421	0	3,421				3,421
ASR-65 - Mobile Modular - Trailer Removal 06/26/09	0	6,520	0	6,520				6,520
ASR-66 - Existing Building Remodel - Investigation Roof Slab	0	185	0	185				185
ASR-67 - Move Consultant Interviews	0	778	0	778				778
ASR-68 - Xplore Technologies Corp. - Repair Tablets	0	1,297	0	1,297				1,297
ASR-69 - Trade Services and MCAA Subscriptions	0	8,437	0	8,437				8,437
ASR-70 - Contractors Services (March/April)	0	287	0	287				287
ASR-71 - RS Means Cost Data Book	6,930	6,930		6,930				6,930
ASR-72 - Contractor Services for Stephanie Clarke-Finch	2,275	2,275		2,275				2,275
ASR-73 - Contractor Services for Stephanie Clarke-Finch					1,260	0	1,260	1,260
ASR-74 - Contractor Services for David Gibbs					0	39,638	39,638	39,638
ASR-75 - Audit Turner Construction Contract					2,346	39,638	41,984	988,012
Additional Services Total	9,205	946,028	0	946,028	2,346	39,638	41,984	988,012
Fund temporary positions under allowance								
Mark Evans (CPM)								
Jim Klee (CM West)		62,065		62,065	0	0	0	62,065
Total Reduction from Allowance								
Allowance	40,795	90,795	60,000	150,795	(150,795)	5,000	(145,795)	5,000
TOTAL	151,928	16,348,692	345,729	16,694,421	(261,415)	372,728	111,312	16,805,733

MBE/WBE PARTICIPATION

Firm	Work Plan 2011	Total Modified Contract	Work Plan 2012	Total Modified Contract
BDI	\$2,505,452	15.33%	\$2,505,452	15.01%
CM WEST	\$2,888,260	17.67%	\$2,910,438	17.43%
POWELL	\$188,593	1.15%	\$188,593	1.13%
TOTAL	\$5,582,305	34.15%	\$5,604,483	33.57%

\$2,509,231	14.93%
\$3,006,930	17.89%
\$188,593	1.12%
\$5,704,754	33.95%

Mod No. 8 extended the term through June 30, 2011. No monetary value.
 Mod No. 15 extended the term through December 31, 2012.

**LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM
AMENDMENT TO THE CONSTRUCTION MANAGEMENT AGREEMENT**

ATTACHMENT 10

Agreement Modification No. 1 through Modification No. 15

City and County of San Francisco



Willie Lewis Brown, Jr., Mayor
Edwin M. Lee, Director



(415) 554-6229
FAX (415) 554-6232
<http://www.sfdpw.com>

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

NOTICE TO PROCEED

Contractor: Turner Construction/Cooper Puga Management, Inc., JV
1625 Clay Street
Oakland, CA 94612

Project: Interim Agreement to Provide Professional Construction Management Services
Encompassing only the Preliminary Programming Phase of the Design and
Construction of the Laguna Honda Hospital Replacement Program

Term: Certification to July 31, 2002

Job No.: 8200A

DPW Order No.: 173,547

Contract Amount: \$601,000.00

Controller's Posting Number:

Reference this # on your invoices No.: ENAT02000024

Date Posted: May 31, 2002

Edwin M. Lee
Director of Public Works

by 
Division of Contract Administration
May 31, 2002

cc: Michael Lurie, BOA
Accounting, OFFMA

attachments: Contract Purchase Order
Appointment
Agreement

EC:

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork

Continuous Improvement

FAML6300 V4.2

CITY/COUNTY OF SAN FRANCISCO PRODUCTION: FAMIS
LINK TO: TRANSACTION DETAIL INQUIRY

05/31/2002
11:13 AM

ACTIVE

DOCUMENT -- POST PERIOD -- POST DATE ----- POSTED BY ----- UNIT
ENAT02000024 01 11 2002 MAY 2002 05/31/2002 NG, MARY

NS CODE : 140 ESTABLISH A NON-ADPICS ENCUMBRANCE

DOCUMENT REF :

TRANS DESC. : JOB8200A INTERIM CM AGREEMENT LHH REPLACEMENT

AMOUNT : 601,000.00 DUE DATE : SINGLE CHECK : 8

VENDOR NUMBER : 57541 01 TURNER CONSTRUCTION/CPM SERVICES INC A J

INDEX CODE : PWA595LPFLOC BOA-AAT/DA5/13/PP/LHH-CAP PROJ-LOCAL FD

SUB-OBJECT : 02799 OTHER PROFESSIONAL SERVICES

USER CD :

GRANT / GR DTL :

PROJ / PJDTL : CHLSNF SNCM50 8200A-TURNER CONSTR/COOPER PUGEDA

START DATE : END DATE :

G/L / SUBSID :

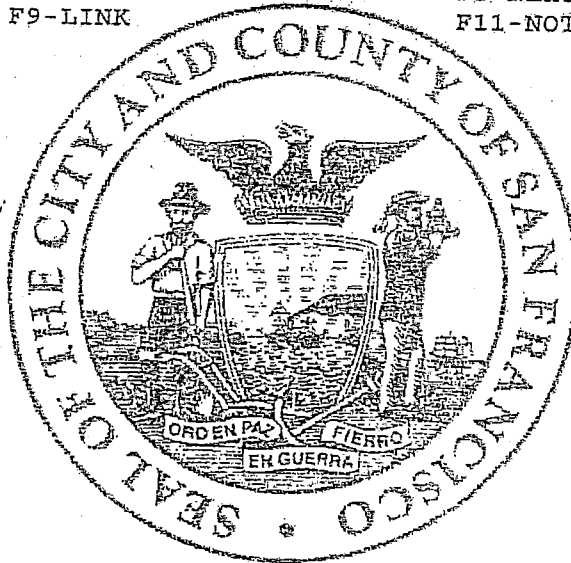
BANK NUMBER :

TREAS NUM :

CURRENCY CODE : CONV DATE : FOREIGN CURR AMT :

F1-HELP F9-LINK F4-PRIOR F5-NEXT F11-NOTEPAD F12-APPR-PATH

G014 - RECORD FOUND



ATTACHED TO : DOCUMENT NUMBER : ENAT02000024
PAGE : 01 OF 01

OWNER CONSTRUCTION/CPM, JOINT VENTURE

(NON-PURCHASING ENCUMBRANCE FOR ON-LINE APPROVAL)

JOB#8200A

DPW#173,547

PROJECT: INTERIM AGREEMENT FOR CM SERVICES FOR LAGUNA HONDA HOSPITAL
REPLACEMENT PROJECT

PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES ENCOMPASSING ONLY THE
PRELIMINARY PROGRAMMING PHASE OF THE DESIGN AND CONSTRUCTION OF THE LAGUNA
HONDA HOSPITAL REPLACEMENT PROGRAM.

TERM: CERTIFICATION TO JULY 31, 2002

INSURANCE REQUIRED: G/L: \$1M; A/L: \$1M; W/C: \$1M

F1-HELP

F3-COPY

F4-AUDIT

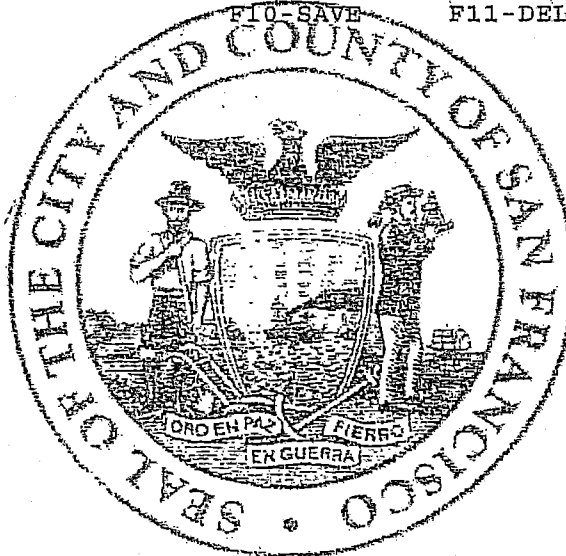
F5-INS LINE F6-INS PAGE

F7-PRIOR PG F8-NEXT PG

F10-SAVE

F11-DEL LINE F12-DEL PAGE

G082 - RECORD REPLACED



ADPICS/FIPLIS - FY 2000-2001
 CITY/COUNTY OF SAN FRANCISCO
 CONTRACT PURCHASE ORDER INPUT FORM

Original
 Modification-Increase
 -Decrease
 Date Change Only

DOCUMENT NUMBER
 PSC #4284-00/01

DEPARTMENT: Public Works-BOA
 DEPARTMENT CONTROL NO. 173,547
 DATE 5/29/2002
 PAGE 1 OF 1

Complete for Contract Order-type Agreements and Contracts

AMOUNT OF THIS ENCUMBRANCE \$ 601,000
 OTHER DEPARTMENT INFORMATION OR
 CIVIL SERVICE RESOLUTION NO.:

ORIGINAL CONTRACT NUMBER
 FROM Certification
 TO July 31, 2002

CONTRACTOR:
 Turner Construction/CPM, JV
 1625 Clay Street
 Oakland, CA 94612

DELIVER TO: BOA
 30 Van Ness Ave., 4th Floor
 San Francisco, CA 94102

SEND INVOICES IN DUPLICATE TO:
 BOA
 30 Van Ness Ave., 4th Floor
 San Francisco, CA 94102
 Attention: Michael Lane

TERMS OF PAYMENT

RETAINAGE REQUIRED, YES/NO IF YES, AMOUNT OR %
 No

INSURANCE REQUIRED
 WORKER'S COMP \$1M 1/1/03
 COMP. GEN. LIABILITY \$1M 1/1/03
 AUTOMOBILE \$1M 1/1/03
 UMBRELLA
 OTHER INSURANCE: Waived
 OTHER INSURANCE

DETAILED DESCRIPTION OF SERVICES AND PRODUCTS

Provide professional construction management services encompassing only the preliminary programming phase of the design and construction of the Laguna Honda Hospital Replacement Program. Interim agreement ends July 31, 2002.

Modification # \$
 Original Amount: \$
 Prior MODS: \$
 Subtotal: \$
 This Month: \$
 Total as-modified: \$

ATTACHMENTS - Please identify by title or description
 Business Tax Certificate #348726
 Chpt. 12B - Equal Benefits: Complies

SYSTEM USE

Job No.: 8200A FT/FSF: 5L CPF LOC

PREPARED BY (Print)
 Mary Ng
 Phone # (415) 554-6225 Fax # (415) 554-6232

APPROVALS

[Signature]
 DIRECTOR OF PUBLIC WORKS
 OR
 BOARD OR COMMISSION

Purchaser's Approval Not Required
 MATERIALS, SUPPLIES, & SERVICES - PURCHASER

APPROVED BY
[Signature]
 Lolita Cristobal
 (Print Name)

REAL PROPERTY LEASES & RENT - DIRECTOR OF PROPERTY

Line No.	Document Number	Suffix	Amount	Sub-Object	User Code	Project	Project Detail	Grant	Grant Detail	CONTROLLER	ADDENDUM ATTACHED
			\$601,000.00	02799	PWA595LPFLOC	CHLSNF	SNCM50				<input type="checkbox"/>

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
ORDER NO. 173,547

APPOINTMENT

Contractor: Turner Construction/Cooper Pugeda Management, Inc., JV
1625 Clay Street
Oakland, CA 94612

is appointed to provide professional construction management services encompassing only the preliminary programming phase of the design and construction of the Laguna Honda Hospital Replacement Program.

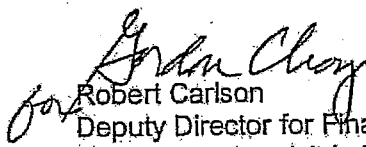
Payment will be made upon submission of approved invoice based upon work performed satisfactorily. Total cost not to exceed \$601,000.00. Estimated completion date is July 31, 2002.

Contractor shall indemnify and hold harmless the City & County of San Francisco, its officers and employees and furnish certificates of insurance directly protecting himself, any subcontractors and the City & County of San Francisco. The City & County of San Francisco, its officers, agents and employees shall be named as additional insureds and insurance shall be for:

Commercial General Liability (bodily injury and property damage)	\$1,000,000 Single Limit
Business Automobile Liability (bodily injury and property damage)	\$1,000,000 Single Limit
Workers' Compensation; Employers' Liability	\$1,000,000
Professional Liability	Waived

A Notice To Proceed and a \$601,000.00 Contract Purchase Order will be issued to the Contractor. Funds are available:
Index Code PWA595LPFLOC, FT/F/SF 5L CPF LOC, P/PD CHLSNF SNCM50, SUBOBJ 02799
Job No. 8200A.

RECOMMENDED:


for Robert Carlson
Deputy Director for Financial
Management and Administration

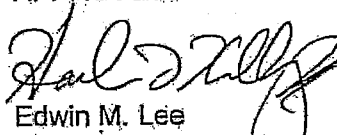
DISTRIBUTION:

DPW Order Clerk (2 unsigned)
Turner Construction/CPM, Inc., JV
Michael Lane, BOA
Accounting, OFFMA

GEC:mmn

Approved: May 28, 2002

APPROVED:


Edwin M. Lee
Director of Public Works

City and County of San Francisco
Purchasing Department
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

INTERIM AGREEMENT

between the City and County of San Francisco and

TURNER CONSTRUCTION COMPANY/
COOPER PUGEDA MANAGEMENT, INC.

This Interim Agreement ("Agreement") dated for convenience this 6th day of March, 2001, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works; and Turner Construction Co./Cooper Pugeda Management, Inc. (the "CM").

Recitals

WHEREAS, the Department of Public Works ("Department") wishes that the CM render professional services in connection with the design and construction of the Laguna Honda Hospital Replacement Program ("Program"); and,

WHEREAS, CM represents and warrants that it is qualified to perform the services required by City as set forth under this Interim Agreement; and,

WHEREAS, the Department and the CM wish to enter into this Interim Agreement for encompassing only the preliminary programming phase of the Program; and

WHEREAS, the parties are in the process of negotiating a comprehensive contract for professional services in connection with the Program, and

WHEREAS, approval for said Agreement was obtained from a Civil Service Commission Notice of Action for Contract Number PSC4269-00/01 on September 18, 2000;

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. CM'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 from March 15, 2001 to July 31, 2002.

3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and CM has been notified in writing.

4. Services CM Agrees to Perform

The CM agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein. CM further agrees to negotiate in good faith the terms of additional services CM will perform in connection with the Program, and will execute a comprehensive contract, the terms of which must be acceptable to the City. In the event the parties fail to agree on the terms of a comprehensive contract, then all services to be performed by CM will cease immediately and the City shall not be responsible to CM for further expenses or costs. The City will have the right to negotiate a contract with another consultant. CM is obligated to perform all of its services in accordance with generally accepted standards of professional practice in the design and construction administration of projects of similar size and complexity in the San Francisco Bay Area.

5. Compensation

Compensation shall be made in monthly payments on or before the fifteenth day of each month, for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed six hundred one thousand dollars (\$601,000.00) inclusive of fees and costs. 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. The fee for the scope of services described in Appendix A is fixed at thirty-one thousand, one hundred dollars (\$31,100.00).

No charges shall be incurred under this Agreement nor shall any payments become due to CM until reports, services, or both, required under this Agreement are received from CM and approved by the Department of Public Works as being in accordance with this Agreement. City may withhold payment to CM in any instance in which CM has failed or refused to satisfy any material obligation provided for under this Agreement.

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

The Controller is not authorized to pay invoices submitted by CM prior to CM's submission of HRC Form 7, "Prime Consultant/Joint Venture Partner(s) and Sub-consultant Participation Report." If HRC Form 7 is not submitted with CM's invoice, the Controller will notify the department, the Director of HRC and CM of the omission. If CM's failure to provide HRC Form 7 is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Form 7 is provided.

Following City's payment of an invoice, CM has ten days to file an affidavit using HRC Form 9, "Sub-Consultant Payment Affidavit," verifying that all subconsultants have been paid and specifying the amount.

6. Guaranteed Maximum Costs

(a) 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.

(b) 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 CM for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

(c) 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 CM.

(d) 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 CM under this Agreement must be in a form acceptable to the Controller, and must include the Contract Progress Payment Authorization number. All amounts paid by City to CM shall be subject to audit by City.

Payment shall be made by City to CM at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §6.57, any contractor, subconsultant or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subconsultant or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subconsultant or consultant will be deemed to have submitted a false claim to the City if the contractor, subconsultant 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 CM claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, CM 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 CM under this Agreement or any other Agreement.

By executing this Agreement, CM certifies that CM is not suspended, debarred or otherwise excluded from participation in federal assistance programs. CM acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

10. Taxes

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of CM.

b. If this Agreement entitles CM to the possession, occupancy or use of City real property for private gain, then the following provisions apply:

- (1) CM, on behalf of itself and any permitted successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and CM, and any permitted successor or assign, may be subject to the payment of such taxes.

- (2) CM, on behalf of itself and any permitted successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. CM shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty days after such assignment, transfer, renewal or extension.
- (3) CM further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements under applicable law with respect to possessory interests.

11. Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by CM, shall in no way lessen the liability of CM to correct errors or omissions in its work, equipment, or materials although the errors or omissions of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by CM 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 CM. CM will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by CM. CM shall commit adequate resources to complete the project within the project 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 CM, or by any of its employees, even though such equipment be furnished, rented or loaned to CM by City.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. CM shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. CM is liable for the acts and omissions of itself, its employees and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and CM.

Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of CM's work only, and not as to the means by which such a result is obtained.

b. 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 CM 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 CM 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 CM for City, upon notification of such fact by City, CM shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM 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, CM shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that CM is an employee for any other purpose, then CM 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 CM was not an employee.

15. Insurance

a. Without in any way limiting CM liability pursuant to the "Indemnification" section of this Agreement, CM must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (1) Workers' Compensation, with Employers' Liability Limits not less than \$1,000,000 each accident; and
- (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (3) Business 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.

b. Commercial General Liability and Business Automobile Liability Insurance policies must provide the following:

- (1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees and Members of Commissions.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, 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.

c. All policies shall provide thirty (30) days' advance written notice to City of cancellation mailed to the following address:

Department of Public Works
OFFMA - Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94102

d. Should any of the required insurance be provided under a claims-made form, CM 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.

e. 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.

f. 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.

g. Before commencing any operations under this Agreement, CM must furnish to City certificates of insurance, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City request.

h. Approval of the insurance by City shall not relieve or decrease the liability of CM hereunder.

16. Indemnification

CM shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of CM or loss of or damage to property, resulting directly or indirectly from CM's performance of this Agreement, including, but not limited to, the use of CM's facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City to the extent such negligence or misconduct is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on CM, its subconsultants or either's agent or employee.

In addition to CM's obligation to indemnify City, CM specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to CM by City and continues at all times thereafter.

CM shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages

CM shall be responsible for incidental and consequential damages resulting in whole or in part from CM's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

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. Left blank by agreement of the parties

20. Default; Remedies

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

- (1) CM fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, or 42.
- (2) CM 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 (10) days after written notice thereof from City to CM.
- (3) CM (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 CM or of any substantial part of CM's property or (E) takes action for the purpose of any of the foregoing.
- (4) A court or government authority enters an order (A) appointing a custodian, receiver, trustee or other officer with similar powers with respect to CM or with respect to any substantial part of CM'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 CM.

b. 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 CM any Event of Default; CM 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 CM under this Agreement or any other agreement between City and CM all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from CM pursuant to the terms of this Agreement or any other agreement.

c. 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

a. 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 CM written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, CM shall commence and perform, with diligence, all actions necessary on the part of CM to effect the termination of this Agreement on the date specified by City and to minimize the liability of CM 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:

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

- (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- (3) Terminating all existing orders and subcontracts.
- (4) At City's direction, assigning to City any or all of CM'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.
- (5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (6) Completing performance of any services or work which City designates to be completed prior to the date of termination specified by City.
- (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 CM and in which City has or may acquire an interest.

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

- (1) The reasonable cost to CM, for all services and other work City directed CM 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. Any overhead allowance shall be separately itemized. CM may also recover the reasonable cost of preparing the invoice.
- (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that CM can establish, to the satisfaction of City, that CM would have made a profit had all services and other work under this Agreement been completed.
- (3) The reasonable cost to CM of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.
- (4) A deduction for the cost of materials to be retained by CM, 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.

d. In no event shall City be liable for costs incurred by CM or any of its subconsultants after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). 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 (c).

e. In arriving at the amount due to CM under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by CM's final invoice; (2) any claim which City may have against CM in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which 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.

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

22. Rights and Duties Upon Termination or Expiration

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8, 9, 10, 11, 13, 14, 16, 17, 18, 24, 25, 26, 27, 28, 30, 43, 45 through 48, and 50.

b. Subject to the immediately preceding subsection (a), 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. CM 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.

23. Conflict of Interest

Through its execution of this Agreement, CM acknowledges that it is familiar with the provisions of §15.103 and Appendix C 8.105 of City's Charter and §87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions.

24. Proprietary or Confidential Information of City

CM understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, CM 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. CM agrees that all information disclosed by City to CM shall be held in confidence and used only in performance of the Agreement. CM shall exercise the same standard of care to protect such information as a reasonably prudent contractor 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, e-mail or by fax, and shall be addressed as follows:

CITY'S ADDRESS:

Department of Public Works
OFFMA - Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94102

CM'S ADDRESS:

Turner Construction Company
1625 Clay St.
Oakland, CA 94612

Any notice of default must be sent by registered mail.

26. Ownership of Results

Any interest of CM or its subconsultants, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by CM or its subconsultants in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, CM may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire

If, in connection with services performed under this Agreement, CM or its subconsultants create 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 of the City. If it is ever determined that any works created by CM or its subconsultants under this Agreement are not works for hire under U.S. law, CM 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, CM may retain and use copies of such works for reference and as documentation of its experience and capabilities. The CM shall retain all rights, including copyrights, in original works of authorship created before the effective date of this Agreement.

28. Audit and Inspection of Records

CM 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. CM 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. CM shall maintain such data and records in an accessible location and condition for a period of not less than three 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

CM 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 CM are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the CM unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. Year 2000 Warranty

With respect to its ability to perform its obligations under this Agreement, CM represents and warrants that it will:

- a. not permit a Year 2000 problem to computer systems or equipment owned, operated, licensed, leased, or controlled by it, or its affiliates or subsidiaries, to interfere with its ability to perform this contract;
- b. use commercially reasonable efforts to share information and otherwise fully cooperate with City to minimize the impact of any Year 2000 problem on its ability to perform;
- c. promptly notify City in writing of any facts or circumstances that give it reasonable basis to expect that a Year 2000 problem may adversely affect its ability to perform; and
- d. include in any existing or future contracts with its own subconsultants which are needed to fulfill its obligations under this Agreement, language substantially similar to the language of this Section to legally bind such subconsultants in the same manner as CM

32. EIC Forms

a. CM shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which this Agreement becomes effective (unless CM 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 CM; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by CM of the terms of this Agreement. If, within thirty (30) days after CM receives written notice of such a breach, CM fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, CM 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.

c. Any Subcontract entered into by CM shall require the subconsultant to comply, as to the subconsultant's Eligible Employees, with each of the terms of this section.

d. 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. Minority/Women/Local Business Utilization; Liquidated Damages

a. Compliance

CM understands and agrees to comply fully with all provisions of Chapter 12D.A ("Minority/Women/Local Business Utilization Ordinance-IV") of the San Francisco Administrative Code and agrees to include this paragraph in all subcontracts made in fulfillment of the CM's obligations under this Agreement. Said provisions are incorporated herein by reference and made a part of this Agreement as though fully set forth. CM's willful failure to comply with Chapter 12D.A is a material breach of contract.

b. Enforcement

If CM willfully fails to comply with any of the provisions of Chapter 12D.A, the rules and regulations implementing Chapter 12D.A, or the provisions of this Agreement pertaining to MBE or WBE participation, CM shall be liable for liquidated damages in an amount equal to CM's net profit on this Agreement, or ten percent (10%) of the total amount of this Agreement, or one thousand dollars (\$1,000), whichever is greatest. The Director of the City's Human Rights Commission (HRC) may also impose other sanctions against CM authorized in Chapter 12D.A, including declaring the CM to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the CM's MBE or WBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to §12D.A.16C.

By entering into this Agreement, CM acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. CM further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to CM on any contract with City.

CM agrees to maintain records necessary for monitoring its compliance with Chapter 12D.A for a period of three years following termination of this contract.

c. Subcontracting Goals

The MBE/WBE subcontracting participation goal for this contract is 25% MBE, 6% WBE. CM shall fulfill the subcontracting commitment made in its bid or proposal, assuming that additional services are provided under terms of a future comprehensive agreement as described in paragraph 4 and that the terms of paragraph 21 are not invoked. Each invoice submitted to City for payment shall include the information required in HRC Form 6. Failure to provide HRC Form 6 with each invoice submitted by CM shall entitle City to withhold 20% of the amount of that invoice until HRC Form 6 is provided by CM.

CM shall not participate in any back contracting to the CM or lower-tier subconsultants, as defined in Chapter 12D.A., for any purpose inconsistent with the provisions of Chapter 12D.A, its implementing rules and regulations, or this Section.

d. Subcontract Language Requirements

CM shall include in all subcontracts with MBEs or WBEs made in fulfillment of CM's obligations under this Agreement, a provision requiring CM to compensate any MBE or WBE subconsultant if CM does not fulfill its commitment to use the MBE or WBE subconsultant. Such provisions shall also state that it is enforceable in a court of competent jurisdiction.

Subcontracts shall require the subconsultant to maintain records necessary for monitoring its compliance with Chapter 12D.A for a period of three years following termination of this contract.

e. Payment of Subcontractors

CM shall pay its subconsultants within three working days after receiving payment from the City unless CM notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between CM and its subconsultant and the Director waives the three-day payment requirement.

CM further agrees, within ten working days following receipt of payment from the City, to file an affidavit with the Controller, under penalty of perjury, that the CM has paid all subconsultants. The affidavit shall provide the names and addresses of all subconsultants and the amount paid to each. Failure to provide such affidavit may subject CM to enforcement procedure under Administrative Code §12D.A.16.

34. Nondiscrimination; Penalties

a. CM Shall Not Discriminate

In the performance of this Agreement, CM agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with CM, in any of CM's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by CM.

b. Subcontracts

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

c. **Nondiscrimination in Benefits**

CM 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 S.F. Administrative Code.

d. **Condition to Contract**

As a condition to this Agreement, CM 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.

e. **Incorporation of Administrative Code Provisions by Reference**

The provisions of Chapters 12B and 12C of the S.F. Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. CM 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, CM understands that pursuant to §12B.2(h) of the S.F. 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 CM and/or deducted from any payments due CM.

35. **MacBride Principles—Northern Ireland**

Pursuant to S.F. Administrative Code §12.F.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 CM acknowledges and agrees that he or she has read and understood this section.

36. **Tropical Hardwood and Virgin Redwood Ban**

Pursuant to S.F. Administrative Code §12I.5(b), the City and County of San Francisco urges contractors 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**

CM 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. CM agrees that any violation of this prohibition by CM, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation; Liquidated Damages

Chapter 21A of the S.F. Administrative Code ("Resource Conservation") is incorporated herein by reference. Failure by CM to comply with any of the applicable requirements of Chapter 21A will be deemed a material breach of contract.

In the event CM fails to comply in good faith with any of the provisions of Chapter 21A, CM will be liable for liquidated damages in an amount equal to CM's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. CM acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to CM from any contract with City.

39. Compliance with Americans with Disabilities Act

CM 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 contractor, must be accessible to the disabled public. CM shall provide the services specified in this Agreement in a manner that complies with the applicable design guidelines and administrative regulations of the ADA and any and all other applicable federal, state and local disability rights legislation. CM 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 CM, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance

In accordance with S.F. Administrative Code §67.24(e), contracts, contractors' 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's 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 - Not applicable.

42. Prohibiting City Business with Burma

By its execution of this Agreement, CM attests that it is not the government of Burma (Myanmar), a person or business entity organized under the laws of Burma (Myanmar) or a "prohibited person or entity" as defined in S.F. Administrative Code §12J.2(G). The City may terminate this Agreement for default if CM violates the terms of §12J.2(G).

Chapter 12J of the S.F. Administrative Code is hereby incorporated by reference as though fully set forth herein. The failure of CM to comply with any of its requirements shall be deemed a material breach of contract. If CM fails to comply in good faith with any of the provisions of Chapter 12J of the S.F. Administrative Code, CM shall be liable for liquidated damages for each violation in an amount equal to CM's net profit under the contract, or 10% of the total amount of the contract, or \$1,000, whichever is greatest. CM acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any moneys due to the CM from any City contract.

43. 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.

44. 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. CM shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than twenty percent (20%).

45. 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.

46. 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.

47. Construction

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

48. 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 44.

49. Compliance with Laws

CM 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 local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

50. 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.

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

CITY

CONTRACTOR

Recommended by:

Harlan L. Kelly
Signature for Department

Michael O'Brien
Authorized Signature

Harlan L. Kelly
Printed Name

Michael O'Brien
Vice-President & Regional Manager, Turner Construction
Printed Name & Title

Deputy Director of Public Works
Title and Department

Ismael Puga
Authorized Signature

Ismael Puga, President, CPM Services, Inc
Printed Name & Title

Approved as to Form:

Turner Construction/CPM Services, Inc a Joint Association
Company Name

Louise H. Rense, Dennis J. Herrera
City Attorney

222 Kearny Street, Suite 308
Address

By [Signature]
Deputy City Attorney

San Francisco, CA 94104
City, State, ZIP

Approved:

[Signature]
Edwin M. Lee
Director of Public Works

(415)274-2900
Telephone Number

Approved:

[Signature]
William L. Lee
City Administrator

94-3406664
Federal Employer ID Number

APPENDICES

- A: Services to be Provided by CM
- B: Calculation of Charges

Appendix A
Services to be Provided by CM

1. Description of Services

Upon authorization by the City to proceed, the CM shall provide the following services:

- Develop the construction staging and phasing for the projects that make up the Program.
- Provide detailed baseline cost loaded schedules for each project to facilitate the technical and financial planning of the Program.
- Provide detailed construction cost estimates and reconciliations with the Architect's estimates, for the major design phases (SD, DD, CD) of each of the projects.
- Provide detailed analyses of the Architect's bid documents for the projects that make up the Program. The analyses will be for constructibility, completeness and consistency of the documents.
- Participate in Value Engineering during the major design phases of each of the projects.
- Provide a report recommending changes or enhancements to the program management procedures.
- Provide expert contractual and technical input on Division 0 and 1 and 2 through 16 for each of the construction projects.
- Provide a initial and final report recommending enhancements to the current method of contracting or recommending alternate methods of contracting the construction projects.
- Provide a Cost Loaded Schedule.
- Provide a updated/ revised CPM Schedule each month.

2. Reports

CM shall submit a Monthly Status Report no later than the 5th business day of each month for the work performed during the preceding month. The CM's Monthly Status Report shall:

- Detail the progress of all of the deliverables listed in the following Deliverables section.
- Discuss any issues that are impacting the CM's ability to meet the deadlines for deliverables.

3. Deliverables

The CM shall provide the following:

	DATE
Reconciliation with Hanscomb's estimate for the 40% construction documents for the Combined Driveway Project	July 13, 2001
New Estimate for 90% construction documents for Combined Driveway Project	August 17, 2001
Prepare a review of the contract documents for the Combined Driveway Project	August 17, 2001
Reconciliation with Hanscomb's for 90% construction documents for the Combined Driveway Project	August 24, 2001
Report detailing Value Engineering options for the 90% construction documents for Combined Driveway	September 17, 2001
Cost loaded schedule for all projects totaling \$401.6M	August 3, 2001
Schematic Design estimate for the Replacement Facility	August 3, 2001
Construction staging and phasing plan for all the projects that make up the program	August 7, 2001
Reconciliation with Hanscomb's estimate for the Replacement Facility	August 10, 2001
Report detailing Value Engineering options for the Replacement Facility	August 17, 2001
Provide a initial report recommending enhancements to the current method of contracting or recommending alternate methods of contracting the construction projects	August 17, 2001
Reconciliation with Hanscomb's Schematic Design estimate for the Replacement Facility	October 19, 2001
Provide Cost Disclosure Statements for Turner Inc./CPM and sub consultants as stated in the CM Request for Qualifications	October 31, 2001
Conceptual estimate of Assisted Living	November 26, 2001
Provide a final report recommending enhancements to the current method of contracting or recommending alternate methods of contracting the construction projects	December 14, 2001
Coordination of Utility cutovers for the Temporary Utilities Project	December 31, 2001

**Appendix B
Calculation of Charges**

The Personnel or Hourly Rates for the following firms are shown at the following exhibit pages. All personnel or hourly rates shall be at the prevailing market rates charged by CM Consultants to their most favored clients.

**LIST SUBCONSULTANTS & CORRESPONDING EXHIBIT PAGES ON THIS PAGE
PROVIDE EXHIBITS SHOWING HOURLY RATES OF PERSONNEL**

Attachment B, Calculation of Charges.
Laguna Honda - Interim Agreement
Sept - Dec 2001 Projected

TURNER	HOURLY RATE	SEPT	OCT	NOV	DEC	TOTAL	Billing Rate	Extension
Craig Blotkman	66.20	48	55	53	50	206	\$173.23	\$35,686.13
Willy Maulner	72.39	0	0	0	0	0	\$189.43	\$0.00
Jerry Bonebrake	57.07	104	80	40	40	264	\$139.94	\$36,944.16
Gwen Bul	45.01	112	80	0	0	192	\$102.40	\$19,660.80
Shirzal, Daud	27.39	64	60	0	0	124	\$71.67	\$8,987.67
Hoedlicke, Frank	32.61	64	60	0	0	124	\$65.33	\$10,581.49
Corsair, Steve	55.77	78	60	0	0	138	\$145.94	\$20,139.75
Dale Davis	63.26	16	20	0	0	36	\$165.54	\$5,959.45
Greg Smith	52.83	32	16	16	16	80	\$138.25	\$11,059.74
Olivia Rocha	52.66	32	0	0	0	32	\$137.80	\$4,409.66
POWELL								
Tanya Powell	150	60	0	0	0	60	\$ 140.19	\$8,411.40
Sr. Mechanical	113	80	0	0	0	80	\$ 140.19	\$11,215.20
OT								
Dan Banks	38.40	16	8	0	8	32	\$ 93.31	\$0.00
Ismael Pujeda	55.88	128	40	0	8	176	\$ 135.78	\$4,344.96
Bert Felix	30.66						\$ 74.50	\$13,112.00
CM-WEST								
Lionel Recio	50.00							
Ed Lopez	36.52							
Ted Paetz	34.57							
Admin/Acct.	20.87							
BDI								
Kevin O'Neil	56.09	20	40	32	32	124	\$ 136.29	\$16,899.96
								CONSULTANTS' COST
								\$207,312.36
								\$ 14,600.00 7% FEE
								\$ 1,087.64 SUB CONSULTANTS' 2% mark-up
								<u>\$223,000.00</u>
								OCTOBER 31, 2001 (SEE ATTACHMENT B.PG.1)
								<u>\$278,000.00</u>
								<u>\$501,000.00</u>
								ALLOWANCE FOR ADDITIONAL SERVICES AS DIRECTED BY THE CITY
								<u>\$100,000.00</u>
								<u>\$601,000.00 TOTAL</u>

Attachment B, Calculation of Charges
 Laguna Honda - Interim Agreement
 May - Aug 2001

SHEET	TURNER	HOURLY RATE	MAY	JUNE	JULY	AUG	TOTAL	Billing Rate	Extension
B1	Craig Bjorkman	66.20	114	114	114	114	456	Less 7% Fee	\$78,988.32
	Willy Mautner	66.48	8	8	16	12	40	\$	\$6,958.80
	Jerry Bonebrake	53.48	40	40	172	96	348	\$	\$48,699.12
	Gwen Bui	39.13			100		100	\$	\$10,240.00
	Mike Spector	39.13	16	16			32	\$	\$3,276.80
	POWER								
	Tanya Powell	150	40	20	120	80	260	\$	\$36,449.40
	Sr. Mechanical	113							
	Sr. Electrical	113							
B2	CPM								
	Dan Banks	38.40	16	24	24	24	88	\$	\$8,211.28
	Ismael Pugaeda	55.88	16	16	16	16	64	\$	\$8,689.92
	Bert Felix	30.66							
B3	CM WEST								
	Lionel Recio	50.00							
	Ed Lopez	36.52							
	Ted Paelz	34.57							
B4	BDI								
	Kevin O'Neil	55.09	24	48	48	60	180	\$	\$24,532.20

ALLOWANCE

\$8,460.00	CONSULTANTS' COST
\$234,505.84	7% FEE
\$16,500.00	SUB CONSULTANTS' 2% mark-up
\$ 1,726.86	10% CONTINGENCY
<u>\$252,732.70</u>	
<u>\$25,267.30</u>	
<u>\$278,000.00</u>	

P O W E L L
ENTERPRISES

Construction Consulting

July 27, 2001

Mr. Craig Bjorkman
TURNER CONSTRUCTION COMPANY
1625 Clay Street.
Oakland, California 94612

RE: Laguna Honda Hospital Rates for Powell Enterprises

VIA FACSIMILE 1 page including this one. (510) 267 0787

Dear Craig:

Thank you for selecting Powell Enterprises as your MEP Estimator for the Laguna Honda Project.

Powell Enterprises proposes the following rates for the Project.

Principal Estimator - \$150.00
Senior Electrical Cost Estimator - \$112.75
Senior Mechanical Cost Estimator - \$112.75

These rates include all costs for labor, overhead and profit. As you know Powell Enterprises is sole proprietorship, and usually has a straight rate for services performed.

If you have any questions or require additional information please call me at (415) 835-1331.

Thank you for your consideration.

Sincerely,

POWELL ENTERPRISES


Tanya Powell - Principal

_RA

FAX NO. :

Jul. 28 2001 07:57PM P2



CONSTRUCTION MANAGEMENT WEST, INC.

649 Front Street, 1st Floor - San Francisco, CA 94111 - Office (415) 397-6102 - Fax (415) 397-4441
email: cmwest@flash.net - www.cmwestco.com

June 15, 2001

Mr. Craig Bjorkman
Project Manager
Turner Construction Company
1625 Clay Street
Oakland, CA 94612-1531

RE: LAGUNA HONDA HOSPITAL REPLACEMENT
CM West Personnel Rates

Dear Mr. Bjorkman:

We are pleased to provide you with our hourly rates as requested for this project.

Personnel	Position	Base Hourly	Multiplier	Billing Rate
Lionel J. Recio, A.I.A.	Principal Claims Analysis	\$ 50.00 / hr	3.0	\$ 150.00 / hr
Edward H. Lopez	Superintendent	\$ 36.52 / hr	3.0	\$ 109.56 / hr
Theodore J. Paetz	Field Inspector	\$ 34.57 / hr	3.0	\$ 103.71 / hr
Robert A. Muller	OSHPD Inspector	\$ 36.52 / hr	3.0	\$ 109.56 / hr

If you need additional information regarding reimbursable expenses or overhead detail, please advise.

Very truly yours,

Lionel J. Recio, A.I.A.
President

LJR/fmr



BUSINESS DEVELOPMENT, INC.
Construction Management & Engineering Services

August 3, 2001

Craig Bjorkman
Turner Construction Company
1625 Clay Street
Oakland, CA 94612-1531

RE: Laguna Honda Replacement Program Construction Management
Services Project - Rates/Multiplier

We propose a 2.6 multiplier for this project. This rate is consistent with the rates for our other projects.

Please find listed below our proposed staff for the preliminary stage of the project.

Project Coordinator	Kevin O'Neill	\$56.09
Project Receptionist	Dorothy Herron	\$22.52

If you have any questions or concerns, please call me at (415) 671-2150.

Sincerely,
BUSINESS DEVELOPMENT, INC.

Cloteal Earby,
Senior Accountant

HRC FORM 2A: PROFESSIONAL SERVICES

Section 1: MBE/WBE Sub-consultant Participation

This section is to be completed for the proposal, and for all modifications to this proposal/contract. All prime consultants, individual joint venture partners, subconsultants, lower tier subconsultants and any other vendors participating in the project must be listed. However, participation by MBE or WBE prime consultants or joint venture partners is not to be counted towards meeting the subconsultant goals. This form is also to be completed for all contract modifications that exceed the original contract amount by more than 20%. This form is also to be completed for all contract modifications that exceed the original contract amount by more than 20%. Shaded areas are for HRC/departmental office use only.

JOB # 8200A CONTRACT NO: 173,547	PROPOSER (PRIME): TURNER CONST/CPM SERVICES	GOAL LEVEL:
FAMIS DOC #:	PROPOSAL AMOUNT (optional): \$	MBE GOAL:
FAMIS AWARD DATE:	CONTRACT NAME: LAGUNA HONDA HOSP. REPLACE	WBE GOAL::
VENDOR #:	CONTACT PERSON: CRAIG BJORKMAN ADDRESS: 1025 CLAY ST. OAKLAND PHONE: 510 267-8180	OTHER GOAL (specify):

*Type: Indicate if consultant is a prime (P), JV partner (J), first tier sub (FS), lower tier sub (LS)

Type*	CONSULTANT	PORTION OF WORK (briefly describe the work that will be performed by each consultant)	Indicate MBE or WBE	PERCENT OF WORK	% of Proposal Amt for each MBE	% of Proposal Amt for each WBE
J	CPM SERVICES	SCHEDULES, ENG ASSIST	MBE		40%	
FS	CM WEST	FIELD SUPERVISION	MBE		12%	
FS	BUSINESS DEV. INC.	FIELD SUPERVISION	MBE		12%	
FS	POWER ENTERPRISES	ESTIMATING	WBE			6%

Post-it* Fax Note		7671	Date 05/18/06	# of pages 2	
To	Debb Cooper	Co./Dept.	CPM	From	Charina Fernandez
Phone #	543-6515	Fax #	543-6570	Co.	LHHRP
				Phone #	759-4598
				Fax #	759-4584

TOTAL CLAIMED MBE & WBE PARTICIPATION:

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above MBE/WBE subconsultants for the portions of work as reflected in my company's proposal.

Owner/Authorized Representative (Signature): <i>Michael Obrien</i>	Date: 7/9/02
Owner/Authorized Representative (Print): MICHAEL OBRIEN	Title: GEN. MGR/VICE PRES.

SECTION 2: CONTRACTOR/VENDOR INFORMATION (Shaded Areas HRC Use Only)

Provide information for each firm listed in HRC Form 2A Section 1 (Consultant, its joint venture partner, subconsultants and lower tier subconsultants). Firms that have previously worked on City contracts may already have a vendor number. Such firms may enter their number instead of completing the rest of the information. Use additional sheets if necessary.

FIRM NAME:	CPM SERVICES		CONTRACT #:
ADDRESS:	607 MARKET ST.		VENDOR #:
CITY:	SAN FRANCISCO		FEDERAL I.D.#:
STATE:	CA	ZIP 94105	
PHONE #:	415 1543-6515		
SERVICE:	SCHEDULING / FIELD ENG.		
FIRM NAME:	CPM WEST		CONTRACT #:
ADDRESS:	930 MONTGOMERY ST.		VENDOR #:
CITY:	SAN FRANCISCO		FEDERAL I.D.#:
STATE:	CA		
PHONE #:	194133		
SERVICE:	FIELD SUPERVISION		
FIRM NAME:	POWELL ENTERPRISES		CONTRACT #:
ADDRESS:	1 MARKET PLAZA - SPEAR TOWER		VENDOR #:
CITY:	SAN FRANCISCO		FEDERAL I.D.#:
STATE:	CA	94105	
PHONE #:	415 293-8170		
SERVICE:	ESTIMATING		
FIRM NAME:	BUSINESS DEVELOPMENT INC.		CONTRACT #:
ADDRESS:	1790 YOSEMITE AVE 2nd FL.		VENDOR #:
CITY:	SAN FRANCISCO, CA		FEDERAL I.D.#:
STATE:	CA	STATE:	
PHONE #:	(415) 671-2150		
SERVICE:	FIELD SUPERVISION		
FIRM NAME:			CONTRACT #:
ADDRESS:			VENDOR #:
CITY:			FEDERAL I.D.#:
STATE:			
PHONE #:	()		
SERVICE:			

CIT

City and County of San Francisco



Willie Lewis Brown, Jr., Mayor
Edwin M. Lee, Director



(415) 554-6229
FAX (415) 554-6232
<http://www.sfdpw.com>

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

February 4, 2003

Contractor: Turner Construction/CPM, JV
1625 Clay Street
Oakland, CA 94612

Project: Interim professional construction management services for the Laguna Honda Replacement Project encompassing the design phase.
Through December 31, 2003

Modification Amount: \$1,477,231

Job No.: 8200A


DPW Order No.: 173,547

Controller's Posting Number:

Reference this # on your invoices No.: ENAT02000024-01
Date Posted: January 10, 2003

This Transmittal Letter forwards a copy of the Modification of Agreement and Contract Purchase Order No. ENAT02000024-01 in the total as-modified to date, \$3,220,024, for the subject project.

Very truly yours,


Gordon Choy
Division Manager

cc: Michael Lane, BOA/LHH Replacement Project
Nini Leigh, DPW -- OFFMA Accounting w/attachments

Attachments: Contract Purchase Order
Modification of Agreement

GEC:mn

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork

Continuous Improvement

665

**ADPICS/FAMIS - FY 2000-2001
CITY/COUNTY OF SAN FRANCISCO
CONTRACT PURCHASE ORDER INPUT FORM**

Original
Modification/Increase
Decrease
Date Change Only

DEPARTMENT Public Works-BOA
DEPARTMENT CONTROL NO. 173.547
DATE 1/9/2003
PAGE 1 OF 1

DOCUMENT NUMBER
JEAT03001474-01

Complete for Contract Order type Agreements and Contracts

AMOUNT OF THIS ENCUMBRANCE \$ 1,477,231
OTHER DEPARTMENT INFORMATION OR
CIVIL SERVICE RESOLUTION NO.:

TOTAL APPROVED CONTRACT \$ 3,220,024
PSC #4264-00/01
DELIVER TO: BOA

CONTRACTOR: DPW No. 173,547
Turner Construction/GPM, JV

ADDRESS: 1625 Clay Street
Oakland, CA 94612

VENDOR NO: 57541 SIX: 01
FEIN/SSN No: 94-3406664
Phone #: (415) 274-2900

30 Van Ness Ave., 4th Floor
San Francisco, CA 9410294102

Attention: Michael Lane

SEND INVOICES IN DUPLICATE TO:
BOA

PERIOD COVERED
FROM Certification
TO December 31, 2003

INSURANCE REQUIRED AMOUNT DATE ATTACH:

WORKER'S COMP \$1M 1/1/03

COMP. GEN. LIABILITY \$1M 1/1/03

AUTOMOBILE \$1M 1/1/03

UMBRELLA

OTHER INSURANCE- Waived

OTHER INSURANCE

ATTACHMENTS - Please identify by title or description

Business Tax Certificate #348726

Chpt. 12B - Equal Benefits: Complies

SYSTEM USE

RETAINAGE REQUIRED, YES/NO IF YES, AMOUNT OR % No

DETAILED DESCRIPTION OF SERVICES AND PRODUCTS

Provide professional construction management services encompassing only the preliminary programming phase of the design and construction of the Laguna Honda Hospital Replacement Program. Interim agreement ends July 31, 2002.

Mod#1 adds \$1,141,793 and extends interim agreement to 12/31/2002.

Mod#2 adds \$1,477,231 and extends interim agreement to 12/31/2003.

Job No.: 8200A FT/ISF: 5L CPF LOC

APPROVALS

Purchaser's Approval Not Required
MATERIALS, SUPPLIES, & SERVICES - PURCHASER

REAL PROPERTY LEASES & RENT - DIRECTOR OF PROPERTY

PREPARED BY (Print)
Mary Ng

Phone # (415) 554-6225 Fax # (415) 554-6232

APPROVED BY

(Signature)
Lolita Cristobal

BOARD OR COMMISSION

Director of Public Works

or

REAL PROPERTY LEASES & RENT - DIRECTOR OF PROPERTY

Project

Project Detail

Grant

Grant

Grant Detail

ADDENDUM ATTACHED

Line No.

1

JEAT03001474

01

Amount

\$1,477,231.00

Sub-Object

02799

User Code

PWA595LPFLOC

Index Code

02799

Project

CHLSNF

Project Detail

SNCM50

Grant

Grant Detail

CONTROLLER

FAML6300 V4.2
LINK TO:
ACTIVE

CITY/COUNTY OF SAN FRANCISCO PRODUCTION; FAMIS
TRANSACTION DETAIL INQUIRY

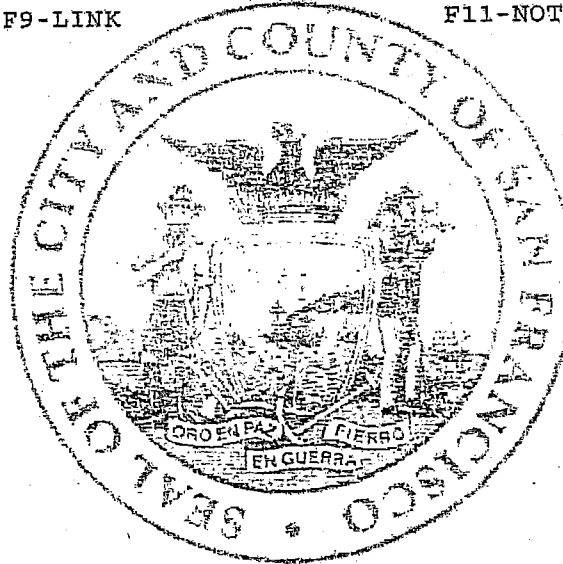
01/10/2003
5:01 PM

DOCUMENT -- POST PERIOD -- POST DATE ----- POSTED BY ----- UNIT
3733001474 01 07 2003 JAN 2003 01/10/2003 NELLY, REMY

TRANS CODE : 141 INCREASE A NON-ADPICS ENCUMBRANCE
DOCUMENT REF : ENAT02000024 01
TRANS DESC : JOB8200A MOD2 OF LHH REPL PROJ INTERIM CM SRV
AMOUNT : 1,477,231.00 DUE DATE : SINGLE CHECK :
VENDOR NUMBER : 57541 01 TURNER CONSTRUCTION/CPM SERVICES INC A J
INDEX CODE : PWA595LPFLOC BOA-AAT/DA5/13/PP/LHH-CAP PROJ-LOCAL FD
SUB-OBJECT : 02799 OTHER PROFESSIONAL SERVICES
USER CD :
GRANT / GR DTL :
PROJ / PJDTL : CHLSNF SNCM50 8200A-TURNER CONSTR/COOPER PUGEDA
START DATE : END DATE :
G/L / SUBSID :
BANK NUMBER :
TREAS NUM :
CURRENCY CODE : CONV DATE : FOREIGN CURR AMT :
F1-HELP F4-PRIOR F5-NEXT
F9-LINK F11-NOTEPAD F12-APPR-PATH



G014 - RECORD FOUND



ATTACHED TO : DOCUMENT NUMBER : JEAT03001474
PAGE : 01 OF 01

TURNER CONSTRUCTION/CPM, JOINT VENTURE
(NON-PURCHASING ENCUMBRANCE FOR ON-LINE APPROVAL)

JOB#8200A DPW#173,547 MODIFICATION#2
PROJECT: INTERIM AGREEMENT FOR CM SERVICES FOR LAGUNA HONDA HOSPITAL
REPLACEMENT PROJECT
PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES PER CONTRACT DOCUMENTS
ORIGINAL CONTRACT AMOUNT: \$ 601,000.00
MODIFICATION#1 AMOUNT \$ 1,141,793.00
MODIFICATION#2 AMOUNT \$ 1,477,231.00
TOTAL INTERIM CONTRACT NOT TO EXCEED: \$ 3,220,024.00
TERM: CERTIFICATION TO 12/31/2003

F1-HELP

F3-COPY

F4-AUDIT

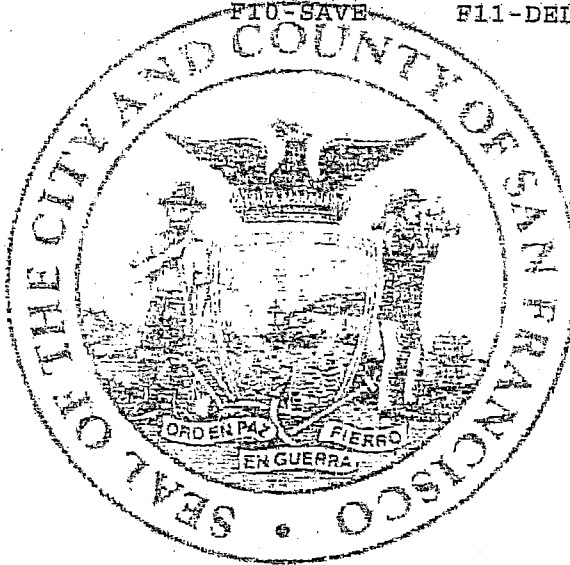
F5-INS LINE F6-INS PAGE

F7-PRIOR PG F8-NEXT PG

F10-SAVE

F11-DEL LINE F12-DEL PAGE

G001 - RECORD SAVED



City and County of San Francisco
Purchasing Department
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

MODIFICATION NO. 2 TO THE AGREEMENT

Between the City and County of San Francisco and

**TURNER CONSTRUCTION COMPANY
COOPER PUGEDA MANAGEMENT, INC.
JOINT VENTURE**

This modification to the Agreement ("Modification No. 2") is dated for convenience, December 16, 2002, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Turner Construction Company/Cooper Pugeda Management, Inc., JV (the "CM").

WHEREAS, the parties intend to increase the contract agreement by \$1,477,231 for work projections 2003.

WHEREAS, the parties intend to increase the term of the contract to December 31, 2003.

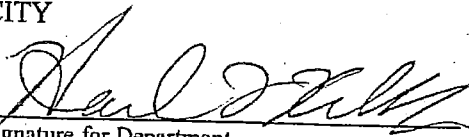
WHEREAS, the parties intend to replace Appendix B, Calculation of Charges, 2002 Work Plan Staffing Plan.

THE PARTIES AGREE as follows:

- A. Page 2 of 20 of the Agreement, Section 2 Term of the Agreement, the term of the Agreement shall be March 15, 2001 to December 31, 2003;
- B. Page 2 of 20 of the Agreement, Section 5 Compensation, compensation shall not exceed three million, two hundred twenty thousand, twenty four dollars (\$3,220,024).
- C. Appendix B, Calculation of Charges, replace the 2002 Work Plan dated 08/28/2002 with, 2002 Work Plan dated 12/16/02 and add 2003 Work Plan dated 12/17/02.

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 2 to the Interim Agreement on the day first mentioned above.

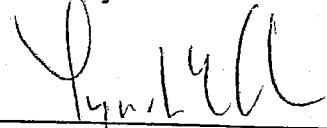
CITY


Signature for Department

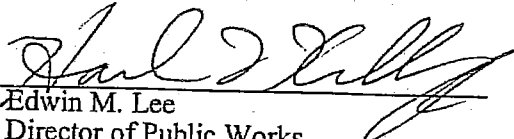
Harlan L. Kelly, Jr.
Printed Name

Approved as to Form:

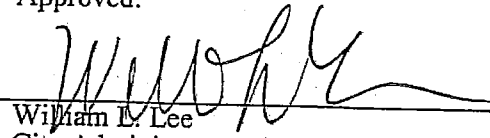
Dennis J. Herrera
City Attorney

By 
Deputy City Attorney

Approved:


Edwin M. Lee
Director of Public Works

Approved:


William E. Lee
City Administrator

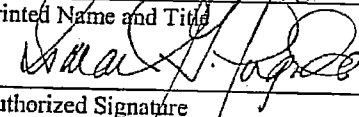
Attachments:

- Appendix B, Calculation of Charges, Work Plan 2002
- Appendix B, Calculation of Charges, Work Plan 2003

CONTRACTOR


Authorized Signature

Michael O'Brien
Vice President & Regional Manager
Turner Construction Management
Printed Name and Title


Authorized Signature

Ismael Pugeđa, President
Cooper Pugeđa Management, Inc.
Printed Name and Title

Turner Construction Company/
Cooper Pugeđa Management, Inc.
Company Name

222 Kearny Street, Suite 308
Address

San Francisco, CA 94104
City, State, ZIP

(415) 274-2900
Phone Number

94-3406664
Federal Employer ID Number

Brief Description of Services

The Program Manager will control the role, work, and assignments of CM. CM staff will report to and be subject to direction of DPW. During the term of the Agreement, the Program Manager will issue specific tasks containing a specific scope of work and allocating a budget for such work. CM will only furnish services for those tasks within the allowed task budget. Upon authorization by the City to proceed, the CM shall provide the following services:

- Provide detailed construction cost estimates and reconciliations with the Architect's estimates, for the design phases of each of the projects.
- Provide detailed analyses of the Architect's bid documents for the projects that make up the Program. The analyses will be for constructibility, completeness and consistency of the documents.
- Participate in Value Engineering during the major design phases of each of the projects.
- Provide expert contractual and technical input on Division 0 and 1; and Divisions 2 through 16 for each of the construction projects.
- Provide a updated/ revised CPM Schedule each month.
- Establish Field Offices on Site.
- Provide As-Needed Contract Administration Services.
- Provide As-Needed Services as directed by the Program Manager.

12/3/02

L:\Laguna Honda Hospital Replacement Program\MAIN OFFICE\3. CONTRACTS & PAYMENTS\8200.A CM\40 Negotiations\Mod #2\12-03-02 htc mod Brief Description of Services.doc



Veronica Ng
Human Rights Commission
30 Van Ness Ave., Fifth Floor
San Francisco, CA 94102

Turner Construction Company
450 Sutter Street
San Francisco, CA 94108
phone: 415.274.2900
fax: 415.705.7949

RE: Laguna Honda Replacement Hospital

December 18, 2002

Dear Veronica:

Enclosed is our adjusted 2002 MWBE staff plan for Laguna Honda Hospital Replacement Project. We have met our goal for the WBE participation. We are short of our MBE participation due to delays in the schedule of the first two bid packages, Utility Modification and Access Improvement.

Distribution of 2002 Goals:

- 1) WBE Goal = 8% (\$88,101) *Actual = 12.9% (\$112,229) Goal Exceeded
- 2) MBE Goal = 23% (\$260,798) *Actual = 20.5% (\$177,380) Goal Not Attained
- 3) JV Goal = 24% (\$276,861) *Actual = 10.2% (\$88,641) Goal Not Attained

*The actual percentages are based on the total actual cost of work in 2002 less the allowance.

- 1) WBE goal was exceeded due to more estimating than we originally anticipated.
- 2) MBE goal was not met due to a delay of approximately four months for release of bid packages for Site Utilities and Access Improvement. Since this work was not available we were unable to place MBE staff. One of these packages was just released in mid November and the MBE participation has already increased in November and is projected to continue in 2003.
- 3) JV Partner goal was not met due to the same reason as item #2 above. This participation has also already increased in December '02.

Although the bid process and subsequently the start of work was delayed, the design drawing preparation dates were generally met by the Architect and therefore the firms' qualified to performed estimating. Powell Associates (WBE and Turner Const.), met the original staff projections.

We seek your approval of our revised staff projection for 2002 and our new plan for 2003.

Respectfully,


Craig Bjorkman

Cc:

TURNER CONSTRUCTION COMPANY/COOPER PUGEDA MANAGEMENT, JV
ENATC00024.01

Company Name	Actual 2001	Actual 2002	Forecast 2003	Total*
Turner Construction	\$331,791	\$487,981	\$485,527	\$1,305,299
QPM Services	\$44,260	\$88,641	\$87,649	\$630,551
Powell Associates (MBE)	\$48,865	\$112,229	\$84,499	\$225,592
CM West/BDI (WBE)	\$40,184	\$177,380	\$55,548	\$773,112
Allowance Items	\$9,908	\$23,900	\$100,000	\$133,808
Total	\$475,008	\$860,131	\$1,603,223	\$2,938,361
Contract Amount	\$601,000	\$1,141,793	\$1,477,231*	\$3,220,024
Savings/Overrun	-\$125,993	-\$251,863		-\$377,856

*Contract Value for 2003 which excludes the savings/overrun for 2001.

HRC GOALS	Cumulative Amount			Cumulative Percentage		
	2001	2002	2003	2001	2001/2002	2001/2002/2003
41.4	\$331,791	\$819,772	\$1,305,299	68.85%	60.05%	43.87%
27.6	\$44,260	\$132,901	\$530,551	9.32%	9.74%	17.87%
6	\$48,865	\$161,093	\$225,592	10.29%	11.80%	7.60%
25	\$40,184	\$217,564	\$773,112	8.46%	15.84%	28.05%
	\$9,908	\$33,808	\$133,808	2.09%	2.48%	4.51%
100%	\$475,008	\$1,365,138	\$2,968,361	100.00%	100.00%	100.00%

City of San Francisco
Laguna Honda 1st Plant Replacement
2003 Work Plan
Staffing Plan

PERSONNEL	2003												TOTAL	TURNER		CONSULTANTS		
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		COST/hr	Extension	BILLING/hr	Extension	
Revised Nov. 15, 2002																		
TURNER	32	32	32	64	80	90	90	90	90	90	90	90	181.89	\$ 188,248		\$ -		\$ -
Orlag Bjorkman, Project Executive			10	10									198.90	\$ 3,978		\$ -		\$ -
Willy Maulner, Estimating Manager	16	16	172	16	8	8	8	8	8	8	8	8	156.81	\$ 44,533		\$ -		\$ -
Jerry Bonebrake, Estimator			160										163.24	\$ 25,744		\$ -		\$ -
Steve Conair, Estimator			32										187.91	\$ 6,013		\$ -		\$ -
Tim Coyne, MEP Estimator			168										78.61	\$ 13,207		\$ -		\$ -
Shawn Perkins, Estimator					80	176	176	176	176	176	176	176	145.16	\$ 180,453		\$ -		\$ -
Greg Smith, Preconstruction Engineer													118.70	\$ -		\$ -		\$ -
Special Studies														\$ -		\$ -		\$ -
POWELL														\$ -		\$ -		\$ -
Tanya Powell, Estimator	20	90	76										147.20	\$ 7,360		\$ -		\$ -
Sr. Mechanical, Estimator		90	76										118.39	\$ 19,534		\$ -		\$ -
MEP Estimator		90											118.39	\$ 10,655		\$ -		\$ -
Change Order Estimating	32					32							118.39	\$ 22,730		\$ -		\$ -
CPM	176	176	176	176	176	176	176	176	176	176	176	176	104.63	\$ 221,405		\$ -		\$ -
Dan Banks, Pre-Qualifications	8	8	8	8	8	8	8	8	8	8	8	8	160.74	\$ 15,431		\$ -		\$ -
Ismael Puga, Scheduling	40	40	40	40	40	40	40	40	40	40	40	40	104.63	\$ 50,319		\$ -		\$ -
Rich Levine, Scheduling/Special Studies	176	176	176	176	176	176	176	176	176	176	176	176	40.00	\$ 84,480		\$ -		\$ -
Administrator														\$ -		\$ -		\$ -
CM-WEST														\$ -		\$ -		\$ -
Lionel Reilo						80	176	176	176	176	176	176	120.00	\$ 136,320		\$ -		\$ -
Field Supt.														\$ -		\$ -		\$ -
Ted Paetz														\$ -		\$ -		\$ -
Admin/Accl														\$ -		\$ -		\$ -
BDI	176	176	176	176	176	176	176	176	176	176	176	176	136.29	\$ 287,844		\$ -		\$ -
Kevin O'Neill, MEP Coordinator	176	176	176	176	176	176	176	176	176	176	176	176	45.00	\$ 95,040		\$ -		\$ -
Administrator													114.00	\$ -		\$ -		\$ -
TOTAL HOURS	800	852	1,544	949	920	1,138	1,202	1,234	1,234	1,202	1,234	1,234	SUM	\$ 442,174	SUM	\$ 951,120	SUM	\$ 1,393,294
Turner	48	48	562	90	168	274	274	274	274	274	274	274					SUBTOTAL	\$ 97,591
Powell	0	0	210	107	0	32	0	32	0	32	0	32						
CPM	400	400	400	400	400	400	400	400	400	400	400	400						
CM West	0	0	0	0	0	80	176	176	176	176	176	176						
BDI	1,248	1,352	2,736	1,546	1,488	1,924	2,052	2,116	2,052	2,116	2,052	2,116						
TOTAL																		

7% Fee
2% Fee on Subconsultants
Allowance as needed work
Savings from 2001 Plan
Total Request

7% Fee	\$ 1,503,225	X 6% = WBE =	\$ 90,193	Projection
2% Fee on Subconsultants	\$ 1,503,225	X 25% = MBE =	\$ 375,806	Projection
Allowance as needed work	\$ 1,503,225	X 40% of 69% =	\$ 414,890	Projection
Savings from 2001 Plan	\$ 1,503,225	X 60% of 69% =	\$ 622,935	Projection
Total Request	\$ 1,503,225.00		\$ 1,503,212	Projection

HUMAN RIGHTS COMMISSION

Change Order/Contract Amendment/Modification Approval Form

This form must be completed for all construction contracts of which the original contract amount was \$50,000 or more and for all architectural, engineering, or professional service contracts of which the original contract amount was \$25,000 or more, when the original contract amount has been cumulatively increased by more than 10%.

Contract Name: Modification No. 2 to the Interim Agreement between the City and County of San Francisco and Turner Construction Company/ Cooper Pineda Management, Inc. Joint Venture Contract # ENAT02000024 01 Date 12/17/02

Prime Contractor: Turner Construction Company Original MBE goal 25% Original WBE goal 6%

Check Request: Change order # _____ Modification # 2 Amendment # _____

1. Original contract award	\$601,000
2. Contract amount as modified to date	\$1,141,793
3. Current amount of change order/modification/ amendment requested	\$1,477,231
4. New contract amount including this change order/ modification/amendment	\$3,220,024

Brief Description of Service(s) required for this change order, modification, or amendment (use a separate sheet if necessary).
See Attached Description

SUBMIT THE REQUIRED DOCUMENTS: Failure to submit ALL of the following required documents will delay HRC's approval.

- 1) Copies of all change orders, amendments or modifications leading up to the 10% cumulative increase of the original contract amount.
- 2) A spreadsheet identifying all the firms participating on the contract (including the prime contractor), their MBE or WBE status, scope of work, original contract amount and %, modifications to date and current contract amount and % . Please provide totals including the original and modified total contract amount to date.

For all modifications increasing the original contract amount by a cumulative 20%, HRC's approval is required (between 10% and 0%. HRC must be notified but no approval is necessary).

Upon HRC's receipt of the required documents, HRC shall make the determination regarding the proposed change order, modification, or amendment within 5 business days. If a written response is not received from HRC within 5 business days, the request shall be deemed to be approved.

Upon approval by HRC, the prime contractor must complete and submit HRC Form 10 to HRC.

Requested by:

Michael Lane, P.E.
Department /Division

Michael Lane
Signature

Michael Lane, P.E.
Contact Person

12/24/02 415-759-4595
Date Phone

Approved by:

Erica Ng
Human Rights Commission

Erica Ng
Signature

(415) 558-4014
Phone

12/20/02
Date

70% subcontractor's participation percentage is OK but the JV partner's participation is behind the goal. Needs to bring up the percentage to 40% do agreed upon.

City and County of San Francisco



Willie Lewis Brown, Jr., Mayor
Edwin M. Lee, Director



(415) 554-6229
FAX (415) 554-6232
<http://www.sfdpw.com>

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

September 5, 2003

Contractor: Cooper Pugeda Management, Inc.
607 Market Street, 2nd Floor
San Francisco, CA 94105

Project: Interim CM Services for Laguna Honda Hospital Replacement Project
Through December 31, 2003

Modification Amount: \$1,150,165 (Balance of \$1,208,046 less reduction of scope of work,
\$57,884)

Job No.: 8200A

DPW Order No.: 173,547

Controller's Posting Number:

Reference this # on your invoices No.: ENAT04000001
Date Posted: July 19, 2003

This Transmittal Letter forwards a copy of the Modification of Agreement and Contract Purchase Order No. ENAT04000001 in the total as-modified to date, \$1,150,165 (balance as assigned to CPM), for the subject project.

Very truly yours,

A handwritten signature in cursive script that reads "Mary M. C. Ng".

Mary M. C. Ng
Asst. Division Manager

cc: Michael Lane, BOA

Attachments: Contract Purchase Order
Modification of Agreement

mmn

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork

Continuous Improvement

FAML6300 V4.2

CITY/COUNTY OF SAN FRANCISCO PRODUCTION: FAMIS
TRANSACTION DETAIL INQUIRY

07/21/2003

LINK TO:
ACTIVE

1:36 PM

DOCUMENT -- POST PERIOD -- POST DATE ----- POSTED BY ----- UNIT
ENAT04000001 01 01 2004 JULY 2003 07/19/2003 QUEVEDO, CYNTHIA

POSTED
7-19-03

TRANS CODE : 140 ESTABLISH A NON-ADPICS ENCUMBRANCE
DOCUMENT REF :
TRANS DESC. : JOB8200A INTERIM CM SERVICES LHHR PROJECT
AMOUNT : 1,150,165.00 DUE DATE : SINGLE CHECK :
VENDOR NUMBER : 35190 01 C P M SERVICES INC
INDEX CODE : PWA595LPFLOC BOA-AAT/DA5/13/PP/LHH-CAP PROJ-LOCAL FD
SUB-OBJECT : 02799 OTHER PROFESSIONAL SERVICES
USER CD :
GRANT / GR DTL :
PROJ / PJDTL : CHLSNF SNCM50 B200A-TURNER CONSTR/COOPER PUGEDA
START DATE : END DATE :
G/L / SUBSID :
BANK NUMBER :
TREAS NUM :
CURRENCY CODE : CONV DATE : FOREIGN CURR AMT :
F1-HELP

F9-LINK

F4-PRIOR

F5-NEXT

F11-NOTEPAD F12-APPR-PATH

G014 - RECORD FOUND



ATTACHED TO : DOCUMENT NUMBER : ENAT04000001
GE : 01 OF 01

COOPER PUGEDA MANAGEMENT SERVICES INC. (CPM SERVICES INC)
(NON-PURCHASING ENCUMBRANCE FOR ON-LINE APPROVAL)

JOB#8200A DPW# 173,547 MODIFICATION#3
PROJECT: INTERIM AGREEMENT FOR CM SERVICES FOR LAGUNA HONDA HOSPITAL
REPLACEMENT PROJECT

PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES PER CONTRACT DOCUMENTS
ORIGINAL CONTRACT AMOUNT, MODS#1 & #2 (JV WITH TURNER CONSTRUCTION):

\$601,000 + \$1,141,793 + \$1,477,231 = \$3,220,024
BALANCE OF CONTRACT AT 5/9/03 ASSIGNMENT TO CPM SERVICES: \$1,208,046
MODIFICATION#3 REDUCES SCOPE OF WORK BY \$57,884
ENCUMBRANCE FOR MODIFICATION#3: \$1,150,165

TERM: TO 12/31/2003

F1-HELP
F7-PRIOR PG F8-NEXT PG
G001 - RECORD SAVED

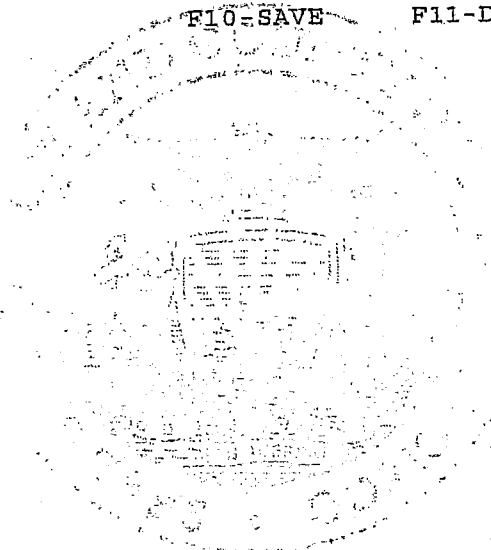
F3-COPY

F4-AUDIT

F10-SAVE

F5-INS LINE F6-INS PAGE

F11-DEL LINE F12-DEL PAGE



City and County of San Francisco
Department of Public Works
Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0935

MODIFICATION NO. 3 TO THE AGREEMENT

Between the City and County of San Francisco and

COOPER PUGEDA MANAGEMENT, INC.
DPW No. 173,547

This modification to the Agreement ("Modification No. 3") is made this ____ day of June, 2003, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugaeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugaeda Management, Inc., Joint Venture.

RECITALS

WHEREAS, the parties intend to reduce the Scope of Services to be performed by the CM;

WHEREAS, the parties intend to decrease the compensation to be paid to CM;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges, 2003 Work Plan Staffing Plan;

WHEREAS, the parties intent to change the CM's Address.

THE PARTIES AGREE as follows:

A. Modify the Contract by replacing Appendix A - "Description of Services" in its entirety with "Description of Services" attached hereto as Exhibit 1.

B. Modify the Contract by amending section 5 - "Compensation," to read as follows: The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed three million one hundred sixty-two thousand one hundred forty dollars (\$3,162,140) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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.

C. Modify the Contract by replacing Appendix B - "Calculation of Charges" in its entirety with the 2003 Work Plan dated June 16, 2003 attached hereto as Exhibit 2.

D. Modify the Contract by amending section 25 - "Notices to the Parties" so that CM's address shall read as follows:

Cooper Pugaeda Management, Inc.
607 Market Street, 2nd Floor
San Francisco, CA 94105

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 3 to the Interim Agreement on the day first mentioned above.

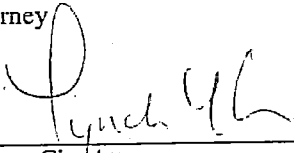
CITY


Signature for Department


Harlan L. Kelly, Jr.
Printed Name

Approved as to Form:

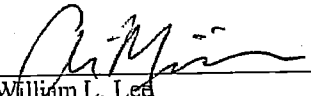
Dennis J. Herrera
City Attorney

By 
Deputy City Attorney

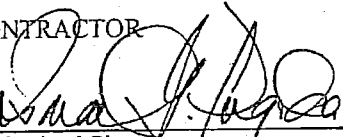
Approved:


Edwin M. Lee
Director of Public Works

Approved:


for William L. Lee
City Administrator

CONTRACTOR


Authorized Signature

Ismael Puga, President
Cooper Puga Management, Inc
Printed Name and Title

Cooper Puga Management, Inc.
Company Name

607 Market Street, 2nd Floor
Address

San Francisco, CA 94105
City, State, ZIP

(415) 543-6515
Phone Number

94-3227941
Federal Employer ID Number

Attachments:

- Exhibit 1, Appendix A - Description of Services
- Exhibit 2, Appendix B - Calculation of Charges, Revised Work Plan 2003 dated June 16, 2003

Exhibit I
Appendix A
Services to be Provided by CM

I. Description of Services

The Program Manager will control the role, work, and assignments of CM. CM staff will report to and be subject to direction of DPW. During the term of the Agreement, the Program Manager will issue specific tasks containing a specific scope of work and allocating a budget for such work. CM will only furnish services for those tasks within the allowed task budget. Upon authorization by the City to proceed, the CM shall provide the following services:

- a. Provide a construction management team on site, in conjunction with City staff, to provide professional services to administer the utility relocation, G2 improvements, mass excavation and CM-at-risk contracts. Services will include those typically provided by a resident engineer, field inspector and document control/administrative support personnel. Services requested on an as-needed basis include scheduling and change order estimating.
- b. Provide as-needed CM-related services, as directed by the Program Manager, such as constructability reviews.
- c. Provide additional services, as directed by the Program Manager, such as design support, materials testing, MIS support, surveying, plan check, EIR specialist, and other similar services as may be deemed necessary.

2. Reports

CM shall submit a Monthly Status Report no later than the 5th business day of each month for the work performed during the preceding month. The CM's Monthly Status Report shall:

- a. Discuss any issues that are impacting the CM's ability to meet the deadlines for deliverables.
- b. Detail the status of the CM's budget and provide a forecast on the CM's contract cost at completion
- c. Include the CPM schedule updated through the preceding month.
- d. Include a discussion on the schedule highlighting any delays and a suggestion of possible mitigation measures.

Exhibit 2
Appendix B
Calculation of Charges

The Personnel or Hourly Rates for the following firms are shown at the following exhibit pages. All personnel or hourly rates shall be at the prevailing market rates charged by CM Consultants to their most favored clients.

LIST SUBCONSULTANTS & CORRESPONDING EXHIBIT PAGES ON THIS PAGE

PROVIDE EXHIBITS SHOWING HOURLY RATES OF PERSONNEL

MODIFICATION NO. 3 TO THE AGREEMENT

Between the City and County of San Francisco and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547

Exhibit 2
Appendix B
Contract Summary
6/20/2003

Original Contract	Workplan 2001	\$601,000
Modification No. 1	Workplan 2002	\$1,141,793
Modification No. 2	Workplan 2003	\$1,477,231
Modification No. 3		-\$57,884
Total Contract Amount		\$3,162,140
Paid thru 05/09/03		\$2,011,978
Balance (Revised Work Plan 2003: 05/10 thru 12/31/03)		\$1,150,165

MODIFICATION NO. 3 TO THE AGREEMENT
 Between the City and County of San Francisco and
COOPER PUGEDA-MANAGEMENT, INC.
 DPW No. 173.547

Exhibit 2
 Appendix B
 Calculation of Charges
 07/07/2003

Work Item	Work Item May 10 thru December 31, 2003												TOTAL	CPM Cost/Hr	CPM Extension	BILLING/Hr	CONSULTANTS Extension	
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC						
CPM - Project Manager	32	32	32	32	32	32	32	32	32	32	32	32	384	\$ 35.289	\$ 13,551.28			
CPM - Inspector of Record	176	176	176	176	176	176	176	176	176	176	176	176	2,112	\$ 125.076	\$ 263,961.12			
CPM - Office Support	40	40	40	40	40	40	40	40	40	40	40	40	480	\$ 25.005	\$ 12,002.40			
CPM - Cost Estimator	40	40	40	40	40	40	40	40	40	40	40	40	480	\$ 25.005	\$ 12,002.40			
CPM - Scheduling/Spread Studios	464	464	464	464	464	464	464	464	464	464	464	464	5,568	\$ 300.040	\$ 1,670,400.00			
Subtotal - CPM													10,000		\$ 3,110,107.52	\$ 110,107.52		
CPM - West													0			\$ 110,107.52		
Contract Administrator													0				\$ 110,107.52	
Subtotal - CM West													0				\$ 110,107.52	
BDI - Construction Management	176	176	176	176	176	176	176	176	176	176	176	176	2,112	\$ 194.346	\$ 410,420.32	\$ 138	\$ 194,346	
BDI - Construction Management	176	176	176	176	176	176	176	176	176	176	176	176	2,112	\$ 120	\$ 253,440.00	\$ 120	\$ 194,346	
BDI - Construction Management	100	100	100	100	100	100	100	100	100	100	100	100	1,200	\$ 52	\$ 62,400.00	\$ 52	\$ 194,346	
Subtotal - BDI													5,424		\$ 726,260.32	\$ 281,212	\$ 194,346	
ADDITIONAL CONSULTANTS/ALLOWANCE																		
Construction Testing and Inspection (AMIE)																	\$ 6,700	
Virtual tour of the new hospital (Regency Virtual Studio)																	\$ 25,000	
Topographic Surveys (Martin M. Ron Associates, Inc.)																	\$ 1,425	
Constructability Review (Routi Clock Pacific)																	\$ 30,250	
Safety Consultant (TBD)																	\$ 25,000	
Pre-Construction O&P Feasibility																	\$ 3,900	
Pre-Construction EIR Survey (TBD)																	\$ 5,600	
Lift Replacement Program Facilitation Services																	\$ 4,000	
Fire Alarm (Siemens)																	\$ 5,600	
Pre-Construction Cost Compliance Review (Fire Safety Solutions)																	\$ 105,365	
Subtotal - Additional Consultants																	\$ 165,745	
TOTAL HOURS/DOLLARS																		
CPM	0	0	0	0	0	0	0	0	0	0	0	0	0				\$ 3,110,107.52	
BDI	0	0	0	0	0	0	0	0	0	0	0	0	0				\$ 726,260.32	
CPM West	0	0	0	0	0	0	0	0	0	0	0	0	0				\$ 110,107.52	
BDI	0	0	0	0	0	0	0	0	0	0	0	0	0				\$ 165,745	
TOTAL																	\$ 4,112,220.66	

SUBTOTAL	\$ 3,110,107.52	\$ 726,260.32	\$ 110,107.52	\$ 165,745	\$ 4,112,220.66
2% Fee on Subconsultants	\$ 62,202.15	\$ 14,525.21	\$ 2,202.15	\$ 3,314.90	\$ 82,244.41
Allowance as needed work	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total	\$ 3,172,309.67	\$ 740,785.53	\$ 112,309.67	\$ 169,059.90	\$ 4,174,464.77

Field Overhead Rate = 115%
 Home Office Overhead Rate = 125%
 Profit = 7%

Distribution of profit projections
 \$1,150,165 X 6% = WBE = \$69,010
 \$1,150,165 X 25% = MBE = \$287,541
 \$1,150,165 X 09% = DBE = \$103,515
 Additional Consultant/Allowance = \$0

Goal Projection
 \$69,010
 \$287,541
 \$103,515
 \$0

City and County of San Francisco



Gavin Newsom, Mayor
Edwin M. Lee, Director



(415) 554-6229
FAX (415) 554-6232
<http://www.sfdpw.com>

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

March 4, 2004

Contractor: Cooper Pugeda Management, Inc.
607 Market Street, 2nd Floor
San Francisco, CA 94105

Project: CM Services for the Laguna Honda Hospital Replacement Project
Through December 31, 2009 (to be corrected to December 31, 2007)

Modification Amount: \$1,132,101

Job No.: 8200A

DPW Order No.: 173,547

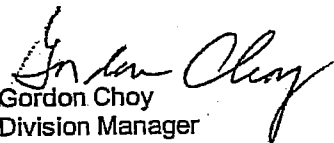
Controller's Posting Number:

Reference this # on your invoices No.: ENAT04000001-01 (JEAT04000547)

Date Posted: March 4, 2004

This Transmittal Letter forwards a copy of the Modification of Agreement and Contract Purchase Order No. ENAT04000001-01 (JEAT04000547) in the total as-modified to date, \$4,294,241, for the subject project.

Very truly yours,


Gordon Choy
Division Manager

cc: Michael Lane, BOA - LHHRP

Attachments: Contract Purchase Order
Modification of Agreement

GEC:mmn

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork

Continuous Improvement

MODIFICATION NO. 4 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco
Department of Public Works
Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0935

MODIFICATION NO. 4 TO THE AGREEMENT

Between the City and County of San Francisco and

COOPER PUGEDA MANAGEMENT, INC.
DPW No. 173,547

This modification to the Agreement ("Modification No. 4") is made this 5th day of February, 2004, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugaeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugaeda Management, Inc., Joint Venture.

RECITALS

WHEREAS, the parties intend to increase the term of the agreement;

WHEREAS, the parties intend to increase the compensation to be paid to CM;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges;

THE PARTIES AGREE as follows:

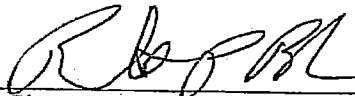
A. Modify the Contract by amending Section 2 – "The Term of the Agreement" to read as follows: "Subject to Section 1, the term of this Agreement shall be from May 9, 2003 to December 31, 2009."

B. Modify the Contract by amending Section 5 – "Compensation," to read as follows: "The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed four million two hundred ninety-four thousand two hundred forty-one dollars (\$4,294,241) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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.

C. Modify the Contract by replacing Appendix B – "Calculation of Charges" in its entirety with the Work Plan 2004 dated January 12, 2004 attached hereto as Attachment 1.

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 4 to the Interim Agreement on the day first mentioned above.

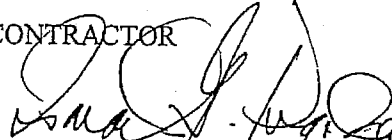
CITY



Signature for Department

Robert Beck
Acting Deputy Director for Engineering
Printed Name

CONTRACTOR



Authorized Signature

Ismael Puga, President
Cooper Puga Management, Inc
Printed Name and Title

Approved as to Form:

Dennis J. Herrera
City Attorney

By



Deputy City Attorney

Cooper Puga Management, Inc.
Company Name

607 Market Street, 2nd Floor
Address

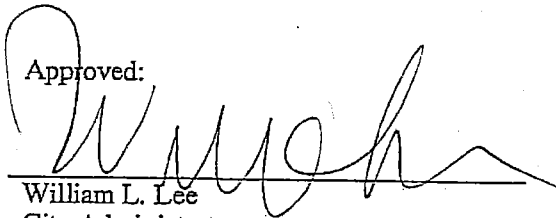
Approved:



Edwin M. Lee
Director of Public Works

San Francisco, CA 94105
City, State, ZIP

Approved:



William L. Lee
City Administrator

(415) 543-6515
Phone Number

94-3227941
Federal Employer ID Number

Attachments:

Attachment 1 - Appendix B - Calculation of Charges, Work Plan 2004 dated January 12, 2004

**Attachment 1
Appendix B
Calculation of Charges**

The Personnel or Hourly Rates for the following firms are shown on the following page. All personnel or hourly rates shall be at the prevailing market rates charged by CM Consultants to their most favored clients.

Work Plan 2004

CPM	Dated December 9, 2003												TOTAL	COST/Hr	Extension	CONSULTANTS	
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC				BILLING/Hr	Extension
Ismael Pugeta, Project Manager	32	32	32	32	32	32	32	32	32	32	32	32	384	141.75	\$ 54,433		
Dan Banks, OSHPD Inspector	176	176	176	176	176	176	176	176	176	176	176	176	2,112	110.42	\$ 233,219		
Marjias Schneider, Project Assistant	176	176	176	176	176	176	176	176	176	176	176	176	2,112	64.41	\$ 136,042		
Miklen Lay, Cost Estimator	88	88	88	88	88	88	88	88	88	88	88	88	1,056	88.45	\$ 93,405		
Rich Lavino, Scheduling Engineer	88	88	88	88	88	88	88	88	88	88	88	88	1,056	60.89	\$ 65,422		
Subtotal - CPM	560	560	560	560	560	560	560	560	560	560	560	560	6,720		\$ 602,518		
Tanya Powell, Estimator													0			147.20	
Sr. Mechanical Estimator													0			118.39	
MEP Estimator													0			118.39	
Subtotal - Powell	0	0	0	0	0	0	0	0	0	0	0	0	0				
Leon Recto													0				
OSHPD Inspector													0				
Contract Administrator													0				
Subtotal - CM West	0	0	0	0	0	0	0	0	0	0	0	0	0				
James Johnson, Construction Manager	176	176	176	176	176	176	176	176	176	176	176	176	2,112				
Kevin O'Neill, Constructibility Review	176	176	176	176	176	176	176	176	176	176	176	176	2,112				
Dorothy Herron, Administrative Support													0				
Subtotal - BDI	352	352	352	352	352	352	352	352	352	352	352	352	0				
ADDITIONAL CONSULTANTS/ALLOWANCE																	
F.W. Associates													0				
AME													0				
Western Construction Consultants													0				
Regency Virtual Studio													0				
Martin M. Ron Associates, Inc.													0				
Redi Check Pacific													0				
Safety Consultant (TBD)													0				
MIS Support (TBD)													0				
EIR Consultant (TBD)													0				
Team Building Expenses													0				
Ann Godfrey													0				
Stemens													0				
Subtotal - Additional Consultants	0	0	0	0	0	0	0	0	0	0	0	0	0				
TOTAL HOURS/DOLLARS	912	912	912	912	912	912	912	912	912	912	912	912	9,536				
CPM	560	560	560	560	560	560	560	560	560	560	560	560	6,720				
Powell	0	0	0	0	0	0	0	0	0	0	0	0	0				
CM West	0	0	0	0	0	0	0	0	0	0	0	0	0				
BDI	352	352	352	352	352	352	352	352	352	352	352	352	0				
SUBTOTAL	\$ 974,650																
2% Fee on Subconsultants																	
Allowance as needed work																	
Total	\$ 1,132,101																

Field Overhead Rate = 115%
 Home Office Overhead Rate = 125%
 Profit = 7%

Distribution of staff projections
 \$1,132,101 X 6% = WBE = \$ 67,926
 \$1,132,101 X 25% = MBE = \$ 283,025
 \$1,132,101 X 69% = \$ 781,149
 Additional Consultants/Allowance = \$ 150,000
Total = \$ 1,132,101

City and County of San Francisco



Gavin Newsom, Mayor
Edwin M. Lee, Director



(415) 554-6229
FAX (415) 554-6232
<http://www.sfdpw.com>

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

May 16, 2005

Contractor: Cooper Pugeda Management, Inc.
607 Market Street, 2nd Floor
San Francisco, CA 94105

Project: CM Services for the Laguna Honda Hospital Replacement Project -
Modification #5
Through December 31, 2007

Modification Amount: \$1,061,735 (Encumbered amount: \$472,000)

Job No.: 8200A

DPW Order No.: 173,547

Controller's Posting Number:

Reference this # on your invoices No.: ENAT04000001 (JEAT05000795)
Date Posted: May 13, 2005

This Transmittal Letter forwards a copy of the Modification of Agreement and Contract Purchase Order No. ENAT04000001 (JEAT05000795) in the total as-modified to date, \$5,355,976, for the subject project.

Very truly yours,


Gordon Choy
Division Manager

cc: Michael Lane, BOA/LHHRP

Attachments: Contract Purchase Order
Modification of Agreement

GEC:mn

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork
893

Continuous Improvement

ATTACHED TO : DOCUMENT NUMBER : JEAT05000795
PAGE : 01 OF 01

COOPER PUGEDA MANAGEMENT SERVICES INC. (CPM SERVICES INC)
 (NON-PURCHASING ENCUMBRANCE FOR ON-LINE APPROVAL)
 CM SRVC FOR LAGUNA HONDA HOSPITAL REPLACEMENT PROJECT
 JOB#8200A DPW# 173,547 MODIFICATION#5
 PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES PER CONTRACT DOCUMENTS
 ORIGINAL CONTRACT AMOUNT, MODS#1 (JV W/TURNER CONSTRUCTION):
 \$601,000 + \$1,141,793 + \$1,477,231 = \$3,220,024
 BALANCE OF CONTRACT AT 5/9/03 ASSIGNMENT TO CPM SERVICES: \$1,208,046
 MOD#3 REDUCES SCOPE OF WORK BY \$57,884
 ENCUMBRANCE FOR MOD#3 THROUGH 12/31/03: \$1,150,165
 MOD#4 ADDS \$1,132,101; TOTAL NOT TO EXCEED \$4,294,241
 MOD#5 ADDS \$1,061,735, BUT ONLY ENCUMBERS \$472,000; TOTAL CONTRACT AMOUNT
 NOT TO EXCEED \$5,355,976.
 MOD#5 CORRECTS TERM END DATE TO DECEMBER 31, 2007

F1-HELP F3-COPY F4-AUDIT F5-INS LINE F6-INS PAGE
 F7-PRIOR PG F8-NEXT PG F10-SAVE F11-DEL LINE F12-DEL PAGE
 G001 - RECORD SAVED

MODIFICATION NO. 5 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco
Department of Public Works
Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0935

MODIFICATION NO. 5 TO THE AGREEMENT

Between the City and County of San Francisco and

COOPER PUGEDA MANAGEMENT, INC.
DPW No. 173,547

This Modification to the Agreement ("Modification No. 5") is made this ____ day of _____, 2005, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

RECITALS

WHEREAS, the parties intend to revise the term of the agreement;

WHEREAS, the parties intend to increase the compensation to be paid to CM;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges;

WHEREAS, the parties intend to increase the limits for Professional Liability,

Now, THEREFORE, the parties agree as follows:

A. Modify the Contract by amending Section 2 – "The Term of the Agreement" as follows:

FROM: "Subject to Section 1, the term of this Agreement shall be from May 9, 2003 to December 31, 2009."

TO: "Subject to Section 1, the term of this Agreement shall be from May 9, 2003 to December 31, 2007."

B. Modify the Contract by amending Section 5 – "Compensation," as follows:

FROM: "The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed **four million two hundred ninety-four thousand two hundred forty-one dollars (\$4,294,241)** inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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.

TO: "The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed five million three hundred fifty-five thousand nine hundred seventy-six dollars (\$5,355,976) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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.

C. Modify the Contract by replacing Appendix B - "Calculation of Charges" in its entirety with the Work Plan 2005 dated February 1, 2005 attached hereto as Attachment 1.

D. Modify the Contract by amending item (4) of Section 15 - "Insurance," as follows:

FROM: "(4) CM's professional liability insurance: each partner of the joint association constituting the CM shall maintain practice insurance covering its negligent acts, errors or omissions, with limits not less than \$1,000,000 each occurrence and aggregate, with any deductible not to exceed \$50,000 each claim."

TO: "(4) CM's professional liability insurance: CM shall maintain practice insurance covering its negligent acts, errors or omissions, with limits not less than \$2,000,000 each occurrence and aggregate, with any deductible not to exceed \$50,000 each claim."

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 5 to the Agreement on the day first mentioned above.

CITY

Michael Lane
Signature for Department

Michael Lane, P.E., Program Manager
Laguna Honda Hospital Replacement Program
Printed Name

CONTRACTOR

Ismael Puga
Authorized Signature

Ismael Puga, President
Cooper Puga Management, Inc
Printed Name and Title

Approved as to Form:

Dennis J. Herrera
City Attorney

By Dennis J. Herrera
Deputy City Attorney

Cooper Puga Management, Inc.
Company Name

607 Market Street, 2nd Floor
Address

Approved:

Edwin M. Lee
Director of Public Works

San Francisco, CA 94105
City, State, ZIP

Approved:

William L. Lee
City Administrator

(415) 543-6515
Phone Number

94-3227941
Federal Employer ID Number

Attachments:

Attachment 1 - Appendix B - Calculation of Charges, Work Plan 2005 dated February 1, 2005

Cooper Pugaeda Management
ENAT04000001
Modification No. 5
Appendix A - Scope of Work

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

1. Document construction contractor's compliance with the contract requirements.
2. Prepare all the Change Order Packages including independent estimates.
3. Document Change Order Entitlement and Reasonableness where appropriate.
4. Provide change Order Tracking and prepare reports.
5. Provide estimated costs at completion for the Pro Ven Construction Contracts.
6. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
7. Work with the IOR Staff to prepare close-out and documentation binders.
8. Attend all OSHPD review meetings and follow-up with outstanding items.
9. Follow-up with outstanding construction contract actions items.
10. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.
11. Coordinate communications between IOR and LHH Operations.
12. Facilitate the communication between the IOR staff, contractors, Turner and LHH Operations.
13. Ensure Testing Lab documentation is current and complete.
14. Manage document flow, filing and other administrative duties.
15. Produce weekly logs of RFI's submittals and change order requests.
16. Ensure that the plans and specifications are kept up to date, as-built's and OSHPD drawing sets are kept up to date, archive all old plans and specifications.
17. Maintain the Program's database for tracking cost controls.

**Attachment 1
Appendix B
Calculation of Charges**

The Personnel or Hourly Rates for the following firms are shown on the following page. All personnel or hourly rates shall be at the prevailing market rates charged by CM Consultants to their most favored clients.

February 1, 2005	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
CPM	40	40	40	40	40	40	40	40	40	40	40	40	480
Jeffrey Cooper, Project Manager	176	176	176	176	176	176	176	176	176	176	176	176	2,112
Dan Banks, OSHPD Inspector	176	176	176	176	176	176	176	176	176	176	176	176	2,112
Marilee Schneider, Project Assistant	88	88	88	88	88	88	88	88	88	88	88	88	944
Milton Lay, Cost Estimator	60	60	60	60	60	60	60	60	60	60	60	60	720
Rich Lavino, Scheduling Engineer	540	540	512	512	512	512	540	540	540	540	540	540	6,368
Mark-up													
Subtotal - CPM	540	540	512	512	512	512	540	540	540	540	540	540	6,368
GMWEST													0
Lionel Reico					80	176	176	176	176	176	176	176	1,136
Field Engineer													0
Subtotal - CM West	0	0	0	0	80	176	176	176	176	176	176	176	1,136
BDI	176	176	176	176	176	176	176	176	176	176	176	176	2,112
James Johnson, Construction Manager	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal - BDI	176	176	176	176	176	176	176	176	176	176	176	176	2,112
ADDITIONAL CONSULTANTS ALLOWANCE	120	120	40	20	20	60	60	20	20	20	20	20	640
MIS Support (TBD)													
Allowance													
Subtotal - Additional Consultants	176	176	176	176	176	176	176	176	176	176	176	176	2,112
TOTAL HOURS	540	540	512	512	512	512	540	540	540	540	540	540	6,368
CPM	0	0	0	0	0	80	176	176	176	176	176	176	1,136
CM West	176	176	176	176	176	176	176	176	176	176	176	176	2,112
BDI													

Field Overhead Rate 126%
 Home Office Overhead Rate 136%
 FEE 7%

HRC FORM 10
CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project: Laguna Honda Hospital Replacement Program

Original Contract Amount: \$601,000.00

Contract Amount as Modified to Date: \$4,294,241.00

Amount of current Modification Request: \$1,061,735.00

REQUIRED ATTACHMENTS:

1. Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.
2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.
3. A list of the contractors and subcontractors working on this amendment, modification, supplement or change order with the contract dollars for each individual firm.
4. A brief description of the work to be performed under this amendment, modification, supplement or change order.

Contractor Owner/Authorized Representative: Ismael G. Puga

Phone: 415-543-6515

Date: 2/9/05

FOR HRC USE ONLY. Received: <u>3/9/05</u>
APPROVED: <u>[Signature]</u>
HRC Representative: <u>[Signature]</u> Date: <u>3/10/05</u>



Gavin Newsom, Mayor
Fred V. Abadi, Ph.D., Director



(415) 554-6229
FAX (415) 554-6232
<http://www.sfdpw.com>

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

April 17, 2006

Contractor: Cooper Pugeda Management, Inc.
607 Market Street, 2nd Floor
San Francisco, CA 94105

Project: CM Services for the Laguna Honda Hospital Replacement Project –
Modification #6
Through December 31, 2007

Modification Amount: \$1,493,538

Job No.: 8200A

DPW Order No.: 173,547

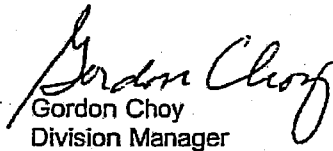
Controller's Posting Number:

Reference this # on your invoices No.: ENAT04000001 (EJAT06500014)

Date Posted: April 14, 2006

This Transmittal Letter forwards a copy of the Modification of Agreement and Contract Purchase Order No. ENAT04000001 in the total as-modified to date, \$6,849,514, for the subject project.

Very truly yours,


Gordon Choy
Division Manager

cc: John Thomas, BOA/LHHRP

Attachments: Contract Purchase Order
Modification of Agreement

GEC:mmn

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork

Continuous Improvement

ADPICS/FAMIS - FY 2005-2006 CITY/COUNTY OF SAN FRANCISCO CONTRACT PURCHASE ORDER INPUT FORM

Original Modification-Increase Decrease Date Change Only

DEPARTMENT Public Works-BOA
 DEPARTMENT CONTROL NO. 173,547
 DATE 4/5/06 PAGE 1 OF 1
 ORIGINAL CONTRACT NUMBER ENAT04000001-01
 PERIOD COVERED FROM Certification TO December 31, 2007

AMOUNT OF THIS ENCUMBRANCE \$ 1,701,828
 OTHER DEPARTMENT INFORMATION OR DPW No. 173,547
 COMPLETE FOR Contract Order type Agreements and Contracts
 TOTAL APPROVED CONTRACT \$ 6,849,514
 CIVIL SERVICE RESOLUTION NO.: PSC #4264-00/01
 DELIVER TO: BOA - LHHRP
 As Directed

CONTRACTOR: Cooper Pugeda Management, Inc.
 ADDRESS: 607 Market St., 2nd Floor
 San Francisco, CA 94105
 VENDOR NO: 35190
 FEINISS No. 94-3227941
 Phone # (415) 543-6515

RETAIRNAGE REQUIRED, YES/NO No
 IF YES, AMOUNT OR %

COMMODITY OR SERVICE CODE #	Monthly	RETAIRNAGE REQUIRED, YES/NO IF YES, AMOUNT OR %	NO	DETAILED DESCRIPTION OF SERVICES AND PRODUCTS
7710-20				Provide professional construction management services per contract documents for Laguna Honda Hospital Replacement Project. Mod#1 adds \$1,141,793 and extends interim agreement to 12/31/2002. Mod#2 adds \$1,477,231 and extends interim agreement to 12/31/2003. 5/9/03 --Contract assignment from Turner/CPM, JV to CPM Services, Inc. Mod#3 reduces scope of work by \$57,884 and re-encumbers balance of \$1,150,165 to CPM Services, Inc. Mod#4 adds \$1,132,101 for total contract amt of \$4,294,241; and incorrectly extends term of contract to 12/31/2009. Mod#4A pending to amend term of contract to 12/31/2007 per Civil Service Commission approval. Mod#5 adds \$1,061,735 for total contract amt of \$5,355,976; and corrects term to 12/31/07. Encumbrance#1 is only \$472,000. Mod#5 Encumbrance#2 for \$381,445. Mod#6 adds \$1,493,538 for 2006 WorkPlan per Appendix A "Services". This encumbrance includes \$208,290(mod#5, enc. 3) for total encumbrance of \$1,701,828.
Modification #6	\$ 801,000.00			
Original Amount:	\$ 801,000.00			
Prior MODS:	\$ 4,754,976.00			
Subtotal:	\$ 5,355,976.00			
This MOD:	\$ 1,493,538.00			
Total as-modified:	\$ 6,849,514.00			

INSURANCE REQUIRED: WORKER'S COMP \$1M 7/1/06, COMP. GEN. LIABILITY \$1M 12/15/06, AUTOMOBILE \$1M 3/1/07, UMBRELLA, OTHER INSURANCE \$1M 11/1/08

ATTACHMENTS - Please identify by title or description
 Business Tax Certificate #945283
 Chpt. 12B - Equal Benefits: Complies

COMMODITY OR SERVICE CODE #	Monthly	RETAIRNAGE REQUIRED, YES/NO IF YES, AMOUNT OR %	NO	DETAILED DESCRIPTION OF SERVICES AND PRODUCTS	AMOUNT	DATE	ATTACH
7710-20				Provide professional construction management services per contract documents for Laguna Honda Hospital Replacement Project. Mod#1 adds \$1,141,793 and extends interim agreement to 12/31/2002. Mod#2 adds \$1,477,231 and extends interim agreement to 12/31/2003. 5/9/03 --Contract assignment from Turner/CPM, JV to CPM Services, Inc. Mod#3 reduces scope of work by \$57,884 and re-encumbers balance of \$1,150,165 to CPM Services, Inc. Mod#4 adds \$1,132,101 for total contract amt of \$4,294,241; and incorrectly extends term of contract to 12/31/2009. Mod#4A pending to amend term of contract to 12/31/2007 per Civil Service Commission approval. Mod#5 adds \$1,061,735 for total contract amt of \$5,355,976; and corrects term to 12/31/07. Encumbrance#1 is only \$472,000. Mod#5 Encumbrance#2 for \$381,445. Mod#6 adds \$1,493,538 for 2006 WorkPlan per Appendix A "Services". This encumbrance includes \$208,290(mod#5, enc. 3) for total encumbrance of \$1,701,828.	\$ 801,000.00		
Modification #6	\$ 801,000.00						
Original Amount:	\$ 801,000.00						
Prior MODS:	\$ 4,754,976.00						
Subtotal:	\$ 5,355,976.00						
This MOD:	\$ 1,493,538.00						
Total as-modified:	\$ 6,849,514.00						

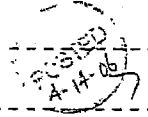
APPROVALS
 Job No.: 8200A FT/FISF: 5L CPF LOC
 PREPARED BY (Print) Mary Ng
 Phone # (415) 554-6225 Fax # (415) 554-6232
 APPROVED BY *[Signature]* Laila Cristobal
 (Print Name)
 BOARD OR COMMISSION DIRECTOR OF PUBLIC WORKS OR
 PURCHASER'S APPROVAL NOT REQUIRED MATERIALS, SUPPLIES, & SERVICES - PURCHASER
 REAL PROPERTY, LEASES & RENT - DIRECTOR OF PROPERTY
 Project CHLSNF Grant SNCMS0
 Project Detail Project User Code Sub-Object Index Code Amount
 02799 PWA695LPFLOC \$1,701,828.00
 CITY ADMINISTRATOR *[Signature]* ADDENDUM ATTACHED

FAML6300 V5.1
LINK TO:

CITY AND COUNTY OF SAN FRANCISCO--NFAMIS
TRANSACTION DETAIL INQUIRY

04/14/2006
11:33 AM

DOCUMENT -- POST PERIOD -- POST DATE ----- POSTED BY ----- UNIT
096500014 01 10 2006 APR 2006 04/14/2006 KING, TIMOTHY



TRANS CODE : 141 INCREASE A NON-ADPICS ENCUMBRANCE
DOCUMENT REF : ENAT04000001 01 NOTEPAD : Y
TRANS DESC. : JOB8200A MOD6-MOD5-ENC 3 CM SRVS LHHRP
AMOUNT : 1,701,828.00 DUE DATE : SINGLE CHECK :
VENDOR NUMBER : 35190 01 COOPER PUGEDA MANAGEMENT INC
INDEX CODE : PWA595LPFLOC BOA-AAT/DA5/13/PP/LHH-CAP PROJ-LOCAL FD
SUB-OBJECT : 02799 OTHER PROFESSIONAL SERVICES
USER CD :
GRANT / GR DTL :
PROJ / PJDTL : CHLSNF SNCM50 8200A-TURNER CONSTR/COOPER PUGEDA
START DATE : END DATE :
G/L / SUBSID :
BANK NO/ SUBSID :
TREAS NUM :
CURRENCY CODE : CONV DATE : FRGN CURR AMT:
F1-HELP F4-PRIOR F5-NEXT
F9-LINK F11-NOTEPAD F12-APPR HIST

G014 - RECORD FOUND

MODIFICATION NO. 6 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547

Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco
Department of Public Works
Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0935

MODIFICATION NO. 6 TO THE AGREEMENT

Between the City and County of San Francisco and

COOPER PUGEDA MANAGEMENT, INC.

This Modification to the Agreement ("Modification No. 6") dated for convenience January 1, 2006, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

RECITALS

WHEREAS, the parties intend to increase the compensation to be paid to CM;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges;

Now, THEREFORE, the parties agree as follows:

A. Modify the Contract by amending Section 5 – "Compensation," as follows:

FROM:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed **five million three hundred fifty-five thousand nine hundred seventy-six dollars (\$5,355,976)** inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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."

TO:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed **six million eight hundred forty nine thousand five hundred fourteen dollars (\$6,849,514)** inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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."

- B. Modify the Contract by replacing Appendix A – Services to be Provided by CM in its entirety to reflect scope of work for Work Plan 2006 attached hereto as Attachment 1.
- C. Modify the Contract by replacing Appendix B – Calculation of Charges in its entirety with the Work Plan 2006 dated March 13, 2006 attached hereto as Attachment 2.

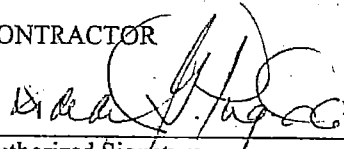
IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 6 to the Agreement on the day first mentioned above.

CITY


Signature for Department

John Thomas, P.E., Program Manager
Laguna Honda Hospital Replacement Program
Printed Name

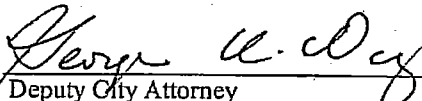
CONTRACTOR


Authorized Signature

Ismael Pugeda, President
Cooper Pugeda Management, Inc
Printed Name and Title

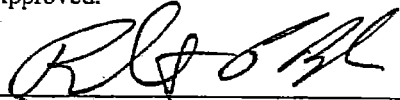
Approved as to Form:

Dennis J. Herrera
City Attorney

By 
Deputy City Attorney

Cooper Pugeda Management, Inc.
Company Name

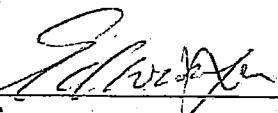
Approved:


Fred V. Abadi, Ph.D.
Director of Public Works

607 Market Street, 2nd Floor
Address

San Francisco, CA 94105
City, State, ZIP

Approved:


Edwin Lee
City Administrator

(415) 543-6515
Phone Number

94-3227941
Federal Employer ID Number

Attachments:

Attachment 1 – Appendix A – Services to be Provided by CM
Attachment 2 – Appendix B – Calculation of Charges Work Plan 2006 dated March 13, 2006

Attachment 1
Appendix A – Services to be Provided by CM

Attachment 1
Appendix A - "Services to be Provided by CM"

Cooper Pugeda Management
ENAT0400001
Modification No. 6

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

1. Prepare independent estimates.
2. Document Change Order Entitlement and Reasonableness where directed.
3. Provide change order tracking, project control system maintenance, and prepare reports.
4. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
5. Work with the IOR Staff to prepare close-out and documentation binders.
6. Attend all OSHPD review meetings and follow-up with outstanding items.
7. Provide OSHPD Certified Inspectors of Record when directed
8. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.
9. Coordinate communications between IOR and LHH Operations.
10. Facilitate the communication between the IOR staff, contractors, Turner (Construction Manager's) and LHH Operations.
11. Ensure Testing Lab documentation is current and complete.
12. Review Invoicing from Construction Manager and Special Inspection Firms
13. Manage document flow, filing and other administrative duties as it pertains to the outlined scope of services.
14. Provide assistance to the Architect of Record in establishing the most current set of drawings.
15. Provide administrative support to the City.
16. Maintain the program's database for tracking cost controls.
17. Assist the Project Manager as directed.

Attachment 2
Appendix B – Calculation of Charges

CPH	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Project Manager	80	32	32	32	32	32	32	32	32	32	32	32	432
Field Engineer	176	160	184	160	184	176	160	160	160	176	160	160	2,064
OSHPD Inspector	176	160	184	160	184	176	160	160	160	176	160	160	2,064
Project Assistant	176	160	184	160	184	176	160	160	160	176	160	160	2,064
Cost Estimator I	80	80	80	80	80	80	80	80	80	80	80	80	960
Cost Estimator II	80	80	80	80	80	80	80	80	80	80	80	80	960
Scheduling Engineer	80	80	80	80	80	80	80	80	80	80	80	80	960
Project Coordinator	176	160	184	160	184	176	160	160	160	176	160	160	2,064
Mark-up%	1112	920	920	920	920	920	920	920	920	920	920	920	10,560
Subtotal - CPM	1112	920	920	920	920	920	920	920	920	920	920	920	10,560
CM WEST	176	160	184	160	184	176	160	160	160	176	160	160	2,064
Field Engineer	176	160	184	160	184	176	160	160	160	176	160	160	2,064
Cost Estimator IV	176	160	184	160	184	176	160	160	160	176	160	160	2,064
Cost Estimator V	176	160	184	160	184	176	160	160	160	176	160	160	2,064
Subtotal - CM West	176	160	184	160	184	176	160	160	160	176	160	160	2,064
BDI	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal - BDI	0	0	0	0	0	0	0	0	0	0	0	0	0
ADDITIONAL CONSULTANTS/ALLOWANCE	0	0	0	0	0	0	0	0	0	0	0	0	0
MIS Support	96	78	40	40	40	40	40	40	40	40	40	40	574
Change Order Coordinator / Field Engineer #2	96	78	40	40	40	40	40	40	40	40	40	40	574
OSHPD Inspector #2	96	78	40	40	40	40	40	40	40	40	40	40	574
OSHPD Inspector #3	96	78	40	40	40	40	40	40	40	40	40	40	574
Allowance	96	78	40	40	40	40	40	40	40	40	40	40	574
Subtotal - Additional Consultants	96	78	40	40	40	40	40	40	40	40	40	40	574
TOTAL HOURS	1,384	1,158	1,176	1,304	1,540	1,568	1,440	1,632	1,504	1,568	1,504	1,504	17,202
CPM	1,112	920	920	920	920	920	920	920	920	920	920	920	10,560
CM West	176	160	184	160	184	176	160	160	160	176	160	160	2,064
BDI	0	0	0	0	0	0	0	0	0	0	0	0	0

* Position and Firm Assignment are yet to be determined. These projections do not include Non-OSHPD Inspectors.

Home Office Overhead Rate FEE 7%
 Field Overhead Rate -115%
 125% FEE

Cooper-Pugeda Management, Inc.
2006/7 Rate Table

	Current				Low				High			
	Hourly Rate	Extension	7% Fee		Hourly Rate	Billing Rate	7% Fee		Hourly Rate	Billing Rate	7% Fee	
			Total	Total			Total	Total				
May 9, 2006												
Project Manager	\$ 58.52	\$131.67	\$9.22	\$140.89	\$ 50.00	\$ 112.50	\$9.22	\$140.89	\$ 65.00	\$ 146.25	\$9.22	\$140.89
William Sorfleet,	\$ 63.00	\$135.45	\$9.48	\$144.93	\$ 50.00	\$ 107.50	\$9.48	\$144.93	\$ 65.00	\$ 139.75	\$9.48	\$144.93
OSHPD Inspector	\$ 50.16	\$107.84	\$7.55	\$115.39	\$ 40.00	\$ 86.00	\$7.55	\$115.39	\$ 60.00	\$ 129.00	\$7.55	\$115.39
Project Assistant	\$ 31.46	\$67.64	\$4.73	\$72.37	\$ 25.00	\$ 53.75	\$4.73	\$72.37	\$ 35.00	\$ 75.25	\$4.73	\$72.37
Cost Estimator	\$ 39.50	\$84.93	\$5.94	\$90.87	\$ 38.00	\$ 81.70	\$5.94	\$90.87	\$ 55.00	\$ 118.25	\$5.94	\$90.87
Scheduling Engineer	\$ 40.00	\$86.00	\$6.02	\$92.02	\$ 30.00	\$ 64.50	\$6.02	\$92.02	\$ 50.00	\$ 107.50	\$6.02	\$92.02
Project Coordinator	\$ 52.00	\$111.80	\$7.83	\$119.63	\$ 30.00	\$ 64.50	\$7.83	\$119.63	\$ 55.00	\$ 118.25	\$7.83	\$119.63
Field Engineer	\$ 36.48	\$82.73	\$5.79	\$88.52	\$ 30.00	\$ 64.50	\$5.79	\$88.52	\$ 45.00	\$ 96.75	\$5.79	\$88.52

Field Overhead Rate 115%
 Home Office Overhead Rate 125%
 FEE 7%



Gavin Newsom, Mayor
Fred V. Abadi, Ph. D., Director



(415) 554-6229
FAX (415) 554-6232
<http://www.sfdpw.com>

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

April 23, 2007

Contractor: Cooper Pugeda Management, Inc.
607 Market Street, 2nd Floor
San Francisco, CA 94105

Project: CM Services for the Laguna Honda Hospital Replacement Project –
Modification #7 for 2007 Workplan
Through December 31, 2007

Modification Amount: \$1,171,006

Job No.: 8200A

DPW Order No.: 173,547

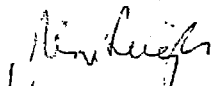
Controller's Posting Number:

Reference this # on your invoices No.: ENAT04000001-01 (EJAT07000064)

Date Posted: April 20, 2007

This Transmittal Letter forwards a copy of the Modification of Agreement and Contract Purchase Order No. ENAT04000001-01 (EJAT07000064) in the total as-modified to date, \$8,020,520, for the subject project.

Very truly yours,


Gordon Choy
Division Manager

cc: John Thomas, BOA/LHHRP

Attachments: Contract Purchase Order
Modification of Agreement

GEC:mmn

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork

Continuous Improvement

MODIFICATION NO. 7 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547

Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco
Department of Public Works
Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0935

MODIFICATION NO. 7 TO THE AGREEMENT

Between the City and County of San Francisco and

COOPER PUGEDA MANAGEMENT, INC.

This Modification to the Agreement ("Modification No. 7") dated for convenience January 1, 2007, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugada Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugada Management, Inc., Joint Venture.

RECITALS

WHEREAS, the parties intend to increase the compensation to be paid to CM;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges;

Now, THEREFORE, the parties agree as follows:

A. Modify the Contract by amending Section 5 – "Compensation," as follows:

FROM:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed **six million eight hundred forty nine thousand five hundred fourteen dollars (\$6,849,514)** inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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."


TO:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed **eight million twenty thousand five hundred twenty (\$8,020,520)** inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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."

- B. Modify the Contract by replacing Appendix A – Services to be Provided by CM in its entirety to reflect scope of work for Work Plan 2007 attached hereto as Attachment 1.
- C. Modify the Contract by replacing Appendix B – Calculation of Charges in its entirety with the Work Plan 2007 dated March 15, 2007 attached hereto as Attachment 2.

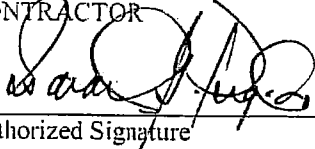
IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 7 to the Agreement on the day first mentioned above.

CITY


Signature for Department

John Thomas, P.E., Program Manager
Laguna Honda Hospital Replacement Program
Printed Name

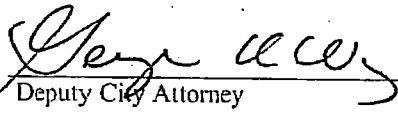
CONTRACTOR


Authorized Signature

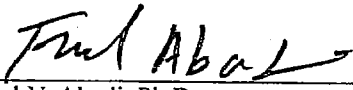
Ismael Puga, President
Cooper Puga Management, Inc
Printed Name and Title

Approved as to Form:

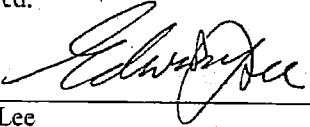
Dennis J. Herrera
City Attorney

By 
Deputy City Attorney

Approved:


Fred V. Abadi, Ph.D.
Director of Public Works

Approved:


Edwin Lee
City Administrator

Cooper Puga Management, Inc.
Company Name

607 Market Street, 2nd Floor
Address

San Francisco, CA 94105
City, State, ZIP

(415) 543-6515
Phone Number

94-3227941
Federal Employer ID Number

Attachments:

- Attachment 1 – Appendix A – Services to be Provided by CM
- Attachment 2 – Appendix B – Calculation of Charges Work Plan 2006 dated March 13, 2006

Attachment I
Appendix A – Services to be Provided by CM

Attachment 1
Appendix A -- "Services to be Provided by CM"

Cooper Pugeda Management
ENAT04000001
Modification No. 7

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

1. Prepare independent estimates.
2. Document Change Order Entitlement and Reasonableness where directed.
3. Provide change order tracking, project control system maintenance, and prepare reports.
4. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
5. Work with the IOR Staff to prepare close-out and documentation binders.
6. Attend all OSHPD review meetings and follow-up with outstanding items.
7. Provide OSHPD Certified Inspectors of Record when directed
8. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.
9. Coordinate communications between IOR and LHH Operations.
10. Facilitate the communication between the IOR staff, contractors, Turner (Construction Manager's) and LHH Operations.
11. Ensure Testing Lab documentation is current and complete.
12. Review Invoicing from Construction Manager and Special Inspection Firms
13. Manage document flow, filing and other administrative duties as it pertains to the outlined scope of services.
14. Provide assistance to the Architect of Record in establishing the most current set of drawings.
15. Provide administrative support to the City.
16. Maintain the program's database for tracking cost controls.
17. Assist the Project Manager as directed.

Attachment 2
Appendix B – Calculation of Charges

Cooper Pugetra Management
 Work Order: 2105
 ENA104000001

GPM	March 15, 2007												TOTAL
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Project Manager	12	12	12	12	12	12	12	12	12	12	12	12	1,4
Field Engineer	176	160	104	160	184	170	160	184	160	170	160	168	2,064
OSHPD Inspector	176	160	104	160	184	176	160	184	160	176	168	168	2,064
Project Assistant	176	160	104	160	184	176	160	184	160	176	168	168	2,064
Estimator I	00	00	00	00	00	00	00	00	00	00	00	00	0
Scheduling Engineer	96	96	96	96	96	96	96	96	96	96	96	96	1,152
Wackoff %													
Subtotal - GPM	716	660	740	660	740	716	660	740	660	716	692	692	8,448
CM WEST													0
Field Engineer	176	160	104	160	184	176	160	184	160	176	168	168	2,064
Estimator IV	100	00	00	00	00	00	00	00	00	00	00	00	0
Estimator V	00	00	00	00	00	00	00	00	00	00	00	00	0
Estimator VI	00	00	00	00	00	00	00	00	00	00	00	00	0
Estimator VII	176	160	104	160	184	176	160	184	160	176	168	168	2,064
Subtotal - CM West	384	260	300	264	300	288	264	300	276	288	276	276	3,476
BDI													0
OSHPD Inspector	176	160	104	160	184	176	160	184	160	176	168	168	2,064
Subtotal - BDI	176	160	104	160	184	176	160	184	160	176	168	168	2,064
ADDITIONAL ALLOYANCE													
MIS Support	40	40	40	40	40	40	40	40	40	40	40	40	480
ASR Allowance													
Subtotal - Additional Consultants	1,256	1,100	1,224	1,092	1,224	1,180	1,092	1,224	1,136	1,100	1,136	1,136	13,988
TOTAL HOURS	716	660	740	660	740	716	660	740	660	716	692	692	8,448
GPM	364	280	300	264	300	288	264	300	276	288	276	276	3,476
CM West	176	160	104	160	184	176	160	184	160	176	168	168	2,064
BDI													0

Hourly Rate	Billing Rate	Extension	7% Fee	Total
\$ 58.52	\$ 131.67	\$ 10,960	\$ 1,327	\$ 20,288
\$ 65.52	\$ 140.67	\$ 290,752	\$ 20,353	\$ 311,104
\$ 62.40	\$ 134.16	\$ 275,906	\$ 19,363	\$ 296,269
\$ 32.40	\$ 69.66	\$ 443,770	\$ 10,064	\$ 453,834
\$ 50.00	\$ 124.70	\$ 118,712	\$ 8,300	\$ 127,012
\$ 44.00	\$ 94.60	\$ 108,075	\$ 7,629	\$ 115,704
		\$ 950,080	\$ 67,136	\$ 1,017,216
\$ 41.08	\$ 86.32	\$ 182,297	\$ 12,761	\$ 195,057
\$ 52.00	\$ 111.80	\$ 47,484	\$ 2,974	\$ 45,458
\$ 52.00	\$ 111.80	\$ 116,378	\$ 8,076	\$ 124,454
\$ 52.00	\$ 111.80	\$ 116,378	\$ 8,076	\$ 124,454
\$ 52.00	\$ 111.80	\$ 230,765	\$ 16,153	\$ 246,918
		\$ 340,158	\$ 11,050	\$ 351,208
\$ 59.00	\$ 120.57	\$ 285,360	\$ 10,576	\$ 295,936
\$ 46.80	\$ 105.30	\$ 80,544	\$ 3,330	\$ 83,874
		\$ 80,544		\$ 80,544
Total		\$ 1,815,168	\$ 85,712	\$ 1,900,880
Total				\$ 1,991,161

Field Overhead Rate 115%
 Home Office Overhead Rate 125%
 FEE 7%

COURTESY PROJECT MANAGEMENT SERVICES, INC.

Item	Milestone	Milestone Amt	Milestone		Milestone		Milestone		Milestone		Milestone		Milestone		Milestone		Milestone	
			Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned
Course Fee	418,230	418,230	418,230	418,230	418,230	418,230	418,230	418,230	418,230	418,230	418,230	418,230	418,230	418,230	418,230	418,230	418,230	418,230
...
TOTAL	1,124,124	1,124,124	1,124,124	1,124,124	1,124,124	1,124,124	1,124,124	1,124,124	1,124,124	1,124,124	1,124,124	1,124,124	1,124,124	1,124,124	1,124,124	1,124,124	1,124,124	1,124,124

City and County of San Francisco



Gavin Newsom, Mayor
Fred V. Abadi, Ph. D., Director



(415) 554-6229
FAX (415) 554-6232
<http://www.sfdpw.com>

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

December 12, 2007

Contractor: Cooper Puga Management, Inc.
607 Market Street, 2nd Floor
San Francisco, CA 94105

Project: CM Services for the Laguna Honda Hospital Replacement Project -
Modification #8 for term extension
Through Through June 30, 2011

Modification Amount: \$N/A

Job No.: 8200A

DPW Order No.: 173,547

Controller's Posting Number:

Reference this # on your invoices No.: ENAT04000001 - 01
Date Posted: N/A

This Transmittal Letter forwards a copy of the Modification of Agreement in the total as-modified to date, \$8,202,520, for the subject project.

Very truly yours,

Gordon Choy
Division Manager

cc: John Thomas, BOA/LHHRP

Attachments: Modification of Agreement

DEC:mmn

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork

Continuous Improvement

MODIFICATION NO. 8 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547

Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco
Department of Public Works
Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0935

MODIFICATION NO. 8 TO THE AGREEMENT

Between the City and County of San Francisco and

COOPER PUGEDA MANAGEMENT, INC.

The City and County of San Francisco and Cooper Pugeda Management, Inc. have entered into an Agreement dated July 31, 2002. This Modification to the Agreement ("Modification No. 8") is dated November 6, 2007, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

RECITALS

WHEREAS, the parties intend to increase the term of the Agreement;

Now, THEREFORE, the parties agree as follows:

- A. Modify the Contract by amending Article 2. Term of the Agreement as follows:

FROM:

"Subject to Section 1, the term of this Agreement shall be from March 15, 2001 to December 31, 2007."

TO:

"Subject to Section 1, the term of this Agreement shall be from March 15, 2001 to June 30, 2011."

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 8 to the Agreement on the day first mentioned above.

CITY



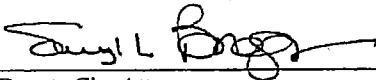
Signature for Department

John Thomas

Printed Name

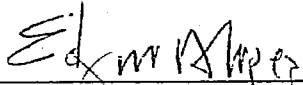
Approved as to Form:

Dennis J. Herrera
City Attorney

By 

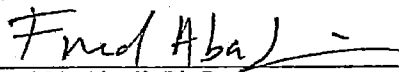
Deputy City Attorney

Approved:




Edgar A. Lopez, AIA
Bureau Manager
Project Management Division

Approved:



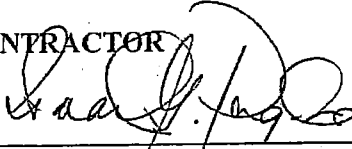
Fred V. Abadi, Ph.D.
Director of Public Works

Approved:



Edwin Lee
City Administrator

CONTRACTOR



Authorized Signature

Ismael Pugeda, President

Printed Name and Title

Cooper Pugeda Management, Inc.

Company Name

65 McCoppin Street

Address

San Francisco, CA 94103

City, State, ZIP

(415) 543-6515

Phone Number

94-3227941

Federal Employer ID Number

HRC FORM 10
CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS
ENAT04000001 MODIFICATION NO. 8

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project: Laguna Honda Hospital Replacement Program

Original Contract Amount: \$601,000

Contract Amount as Modified to Date: \$7,419,520

Amount of current Modification Request: \$0.00

REQUIRED ATTACHMENTS:

- 1 Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.
- 2 A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.

N/A. Term extension only.
- 3 A list of the contractors and subcontractors working on this amendment, modification, supplement or change order with the contract dollars for each individual firm.

N/A. Term extension only.
- 4 A brief description of the work to be performed under this amendment, modification, supplement or change order.

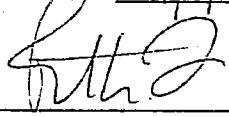
Scope of work remains the same as in Modification No. 7.

Contractor Owner/Authorized Representative: 

Ismael Puga, President

Phone: (415) 543-6515

Date: 11/8/07

FOR HRC USE ONLY. Received: <u>11/8/07</u>
APPROVED: <u></u>
HRC Representative: _____ Date: <u>11/8/07</u>



Gavin Newsom, Mayor
Edward D. Reiskin, Director



(415) 554-6229
FAX (415) 554-6232
<http://www.sfdpw.com>

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

February 4, 2008

Contractor: Cooper Pugeda Management, Inc.
65 McCoppin Street
San Francisco, CA 94103

Project: CM Services for the Laguna Honda Hospital Replacement Project -
Modification #9
Through Through June 30, 2011

Modification Amount: \$1,974,863

Job No.: 8200A

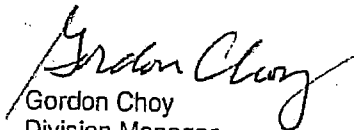
DPW Order No.: 173,547

Controller's Posting Number:

Reference this # on your invoices No.: ENAT04000001
Date Posted: February 1, 2008

This Transmittal Letter forwards a copy of the Modification of Agreement and Contract Purchase Order No. ENAT04000001 (EJAT08000067-01) in the total as-modified to date, \$9,995,383, for the subject project.

Very truly yours,


Gordon Choy
Division Manager

cc: John Thomas, BOA/LHHRP

Attachments: Contract Purchase Order
Modification of Agreement

GEC:mmn

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service Teamwork Continuous Improvement

**ADPICS/FAMIS - FY 2007-2008
CITY/COUNTY OF SAN FRANCISCO
CONTRACT PURCHASE ORDER INPUT FORM**

Original
Modification-Increase
-Decrease
Date Change Only

DEPARTMENT Public Works-BOA
DEPARTMENT CONTROL NO. 173,547
DOCUMENT NUMBER
EJAT08000067-01

Complete for: Contract Order Type Agreements and Contracts
AMOUNT OF THIS ENCUMBRANCE \$ 1,974,863
TOTAL APPROVED CONTRACT \$ 9,995,383
CIVIL SERVICE RESOLUTION NO.
DPW No. 173,547

ORIGINAL CONTRACT NUMBER
ENAT04000001-01

DATE 1/29/08
PAGE 1 OF 1
PERIOD COVERED
Certification
FROM
TO June 30, 2011

CONTRACTOR
Cooper Pugheda Management, Inc.
ADDRESS
65 McCoppin Street
San Francisco, CA 94103

DELIVER TO:
BOA - LHHRP
As Directed

SEND INVOICES IN DUPLICATE TO:
BOA - LHHRP
375 Laguna Honda Blvd.
San Francisco, CA 94116
Attention: John Thomas

VENDOR NO: 35190
FEIN/ISSN No: 94-3227941
Phone #: (415) 543-6515

TERMS OF PAYMENT
Monthly

RETAINAGE REQUIRED, YES/NO
IF YES, AMOUNT OR %

INSURANCE REQUIRED
EXPIRATION DATE
ATTACH

COMMODITY OR SERVICE CODE #	MONTHLY	AMOUNT	DATE	ATTACH
7910-20		\$1M	7/1/08	
		\$1M	12/15/08	
		\$1M	3/1/08	
		\$2M	11/4/08	

73

7910-20
Provide professional construction management services per contract documents for Laguna Honda Hospital Replacement Project.
Mod#1 adds \$1,141,793 and extends interim agreement to 12/31/2002.
Mod#2 adds \$1,477,231 and extends interim agreement to 12/31/2003.
5/9/03 - Contract assignment from Turner/CPM, JV to CPM Services, Inc.
Mod#3 reduces scope of work by \$57,884 and re-encumbers balance of \$1,150,165 to CPM Services, Inc.
Mod#4 adds \$1,132,101 for total contract amt of \$4,284,241; and incorrectly extends term of contract to 12/31/2009. Mod#4A pending to amend term of contract to 12/31/2007 per Civil Service Commission approval.
Mod#5 adds \$1,061,735 for total contract amt of \$5,355,976; and corrects term to 12/31/07. Enc.#1 is only \$472,000. Mod#5 Encumbrance#2 for \$381,446.
Mod#6 adds \$1,493,598 for 2006 WorkPlan per Appendix A "Services".
This enc. includes \$209,290 (mod#5, enc#3) for total encumbrance of \$1,701,828.
Mod#7 adds \$1,171,006 for 2007 WorkPlan per Appendix A "Services". Total contract amt (incl. Encumbrance amt) not to exceed \$8,020,520.
Mod#8 extends agreement to 6/30/11.
Mod#9 adds \$1,974,863 for 2008 WorkPlan per Appendix A "Services. Total contract amt not to exceed \$9,995,383.

Original Amount: \$ 601,000.00
Prior MODS: \$7,419,520.00
Subtotal: \$8,020,520.00
This MOD: \$1,974,863.00
Total as-modified: \$9,995,383.00

ATTACHMENTS - Please identify by title or description
Business Tax Certificate #945283
Chpt. 12B - Equal Benefits: Complies

SYSTEM USE

Job No.: 8200A FT/FSF: 5L CPF LOC

APPROVALS

PREPARED BY (Print)
Mary Ng
Phone # (415) 554-6225 Fax # (415) 554-6282
APPROVED BY (Signature)
Lolita Cristobal
(Print Name)
Lolita Cristobal
DIRECTOR OF PUBLIC WORKS
or
BOARD OF COMMISSION

Purchaser's Approval Not Required
MATERIALS, SUPPLIES, & SERVICES - PURCHASER

REAL PROPERTY LEASES & RENT - DIRECTOR OF PROPERTY

Project
Project Detail
Grant
Grant Detail

Project
Project
User Code
Sub-Object
Index Code
Amount
Suffix

CHLSNF
SNCM50
02799
PWA595LPFLOC
\$1,974,863 00
D1

CITY ADMINISTRATOR
ADDENDUM ATTACHED

FAML6300 V5.1
LINK TO:

CITY AND COUNTY OF SAN FRANCISCO--NFAMIS
TRANSACTION DETAIL INQUIRY

02/04/2008
1:03 PM

DOCUMENT -- POST PERIOD -- POST DATE ----- POSTED BY ----- UNIT
EJAT08000067 01 07 2008 JAN 2008 02/01/2008 SANTOS, VICTORIA

TRANS CODE : 141 INCREASE A NON-ADPICS ENCUMBRANCE
DOCUMENT REF : ENAT04000001 01
TRANS DESC. : JOB 8200A CM SRVCS FOR LHHRP
AMOUNT : 1,974,863.00 DUE DATE :
VENDOR NUMBER : 35190 01
INDEX CODE : PWA595LPPFLOC
SUB-OBJECT : 02799
USER CD :
GRANT / GR DTL :
PROJ / PJDTL : CHLSNF SNM50
START DATE :
G/L / SUBSID :
BANK NO/ SUBSID :
TREAS NUM :
CURRENCY CODE : CONV DATE :
F1-HELP
FRGN CURR AMT:
F4-PRIOR F5-NEXT
F9-LINK F11-NOTEPAD F12-APPR HIST

NOTEPAD : Y
SINGLE CHECK :
COOPER PUGEDA MANAGEMENT INC
BOA-AAT/DA5/13/PP/LHH-CAP PROJ-LOCAL FD
OTHER PROFESSIONAL SERVICES
8200A-TURNER CONSTR/COOPER PUGEDA
END DATE :

G014 - RECORD FOUND

ATTACHED TO : DOCUMENT NUMBER : EJAT08000067
PAGE : 01 OF 01

COOPER PUGEDA MANAGEMENT, INC.

JOB NO. 8200A DPW NO. 173,547 MODIFICATION NO. 9
PROJECT: CONSTRUCTION MANAGEMENT SERVICES FOR THE LAGUNA HONDA HOSPITAL
REPLACEMENT PROJECT

CONTRACT MODIFICATION NO. 9 ADDS \$1,974,863 FOR 2008 WORKPLAN PER APPENDIX
A "SERVICES". TOTAL CONTRACT AMOUNT NOT TO EXCEED \$9,995,383.

TERM ENDS JUNE 30, 2011.

F1-HELP F2-TOP F3-COPY LINE F4-AUDIT F5-INS LINE F6-INS PAGE
F7-PRIOR PG F8-NEXT PG F10-SAVE F11-DEL LINE F12-DEL PAGE
G001 - RECORD SAVED

MODIFICATION NO. 9 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547

Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco
Department of Public Works
Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0935

MODIFICATION NO. 9 TO THE AGREEMENT

Between the City and County of San Francisco and

COOPER PUGEDA MANAGEMENT, INC.

The City and County of San Francisco and Cooper Pugeda Management, Inc. have entered into an Agreement dated July 31, 2002. This Modification to the Agreement ("Modification No. 9") dated for convenience January 1, 2008, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

RECITALS

WHEREAS, the parties intend to increase the compensation to be paid to CM;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges;

Now, THEREFORE, the parties agree as follows:

A. Modify the Contract by amending Section 5 – "Compensation," as follows:

FROM:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed eight million twenty thousand five hundred twenty (\$8,020,520) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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."

TO:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed nine million nine hundred ninety five thousand three hundred eighty three dollars (\$9,995,383) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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."

- B. Modify the Contract by replacing Appendix A – Services to be Provided by CM in its entirety to reflect scope of work for Work Plan 2008 attached hereto as Attachment 1.
- C. Modify the Contract by replacing Appendix B – Calculation of Charges in its entirety with the Work Plan 2008 dated January 1, 2008 attached hereto as Attachment 2.
- D. In all other respects, the provisions of the Agreement dated July 31, 2002 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 9 to the Agreement on the day first mentioned above.

CITY

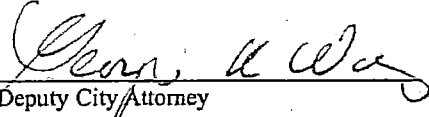


Signature for Department

John Thomas
Printed Name

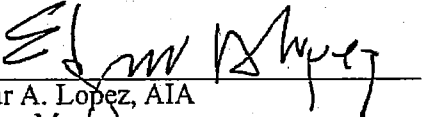
Approved as to Form:

Dennis J. Herrera
City Attorney

By 

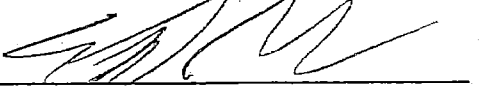
Deputy City Attorney

Approved:



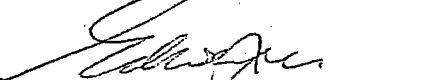
Edgar A. Lopez, AIA
Bureau Manager
Project Management Division

Approved:



Edward B. Reiskin
Director of Public Works

Approved:

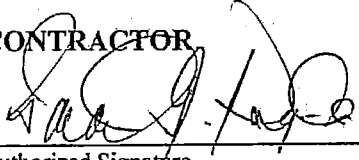


Edwin Lee
City Administrator

Attachments:

- Attachment 1 – Appendix A – Services to be Provided by CM
- Attachment 2 – Appendix B – Calculation of Charges Work Plan 2008 dated January 1, 2008

CONTRACTOR



Authorized Signature

Ismael Pugeda, President
Printed Name and Title

Cooper Pugeda Management, Inc.
Company Name

65 McCoppin Street
Address

San Francisco, CA 94103
City, State, ZIP

(415) 543-6515
Phone Number

94-3227941
Federal Employer ID Number

OK. to sign Fred Abad.

Attachment 1
Appendix A – Services to be Provided by CM

Attachment 1
Appendix A - "Services to be Provided by CM"

Cooper Pugeda Management
ENAT0400001
Modification No. 9

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

1. Prepare independent estimates.
2. Document Change Order Entitlement and Reasonableness where directed.
3. Provide change order tracking, project control system maintenance, and prepare reports.
4. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
5. Work with the IOR Staff to prepare close-out and documentation binders.
6. Attend all OSHPD review meetings and follow-up with outstanding items.
7. Provide OSHPD Certified Inspectors of Record when directed
8. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.
9. Coordinate communications between IOR and LHH Operations.
10. Facilitate the communication between the IOR staff, contractors, Turner (Construction Manager's) and LHH Operations.
11. Ensure Testing Lab documentation is current and complete.
12. Review Invoicing from Construction Manager and Special Inspection Firms
13. Manage document flow, filing and other administrative duties as it pertains to the outlined scope of services.
14. Provide assistance to the Architect of Record in establishing the most current set of drawings.
15. Provide administrative support to the City.
16. Maintain the program's database for tracking cost controls.
17. Assist the Project Manager as directed.

Attachment 2
Appendix B – Calculation of Charges

Parameter	TOTAL												TOTAL
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Project Manager	12	12	12	12	12	12	12	12	12	12	12	12	144
Field Engineer	176	160	184	160	184	176	160	184	168	176	168	168	2,064
OSHPD Inspector	176	160	184	160	184	176	160	184	168	176	168	168	2,064
Project Assistant	176	160	184	160	184	176	160	184	168	176	168	168	2,064
Estimator	80	80	80	80	80	80	80	80	80	80	80	80	960
Scheduling Engineer	96	96	96	96	96	96	96	96	96	96	96	96	1,152
Mark-up % (CM West + BDI)													
Subtotal - CPM	716	668	740	668	740	716	668	740	692	716	692	692	8,448
CM WEST													
Field Engineer	176	160	184	160	184	176	160	184	168	176	168	168	2,064
Estimator IV	0	0	0	0	0	0	0	0	0	0	0	0	0
Lionel Recla	0	0	0	0	0	0	0	0	0	0	0	0	0
Jack Delange	60	60	60	60	60	60	60	60	60	60	60	60	720
Estimator VI	40	40	40	40	40	40	40	40	40	40	40	40	480
Jerry Donohue	40	40	40	40	40	40	40	40	40	40	40	40	480
Estimator VII	176	160	184	160	184	176	160	184	168	176	168	168	2,064
Stephen Higgins	176	160	184	160	184	176	160	184	168	176	168	168	2,064
Subtotal - CM West	452	420	468	420	468	452	420	468	436	452	436	436	5,028
BDI													
OSHPD Inspector	176	160	184	160	184	176	160	184	168	176	168	168	2,064
Chuck Suttler	176	160	184	160	184	176	160	184	168	176	168	168	2,064
Subtotal - BDI	176	160	184	160	184	176	160	184	168	176	168	168	2,064
ADDITIONAL ALLOWANCE													
MIS Support	20	20	20	20	20	20	20	20	20	20	20	20	240
ASR Allowance													
Ganghong Zhou													
Subtotal - Additional Consultants	1,344	1,248	1,392	1,248	1,392	1,344	1,248	1,332	1,236	1,284	1,236	1,236	15,640
TOTAL HOURS	716	668	740	668	740	716	668	740	692	716	692	692	8,448
CPM	452	420	468	420	468	452	420	468	436	452	436	436	5,028
CM West	176	160	184	160	184	176	160	184	168	176	168	168	2,064
BDI													

Hourly Rate	Billing Rate	Extension	7% Fee	Total
\$ 61.45	\$ 135.28	\$ 19,910	\$ 1,394	\$ 21,303
\$ 67.49	\$ 145.10	\$ 299,494	\$ 20,965	\$ 320,459
\$ 64.27	\$ 139.18	\$ 285,205	\$ 19,964	\$ 305,169
\$ 33.37	\$ 71.75	\$ 143,083	\$ 10,366	\$ 153,449
\$ 55.00	\$ 124.70	\$ 119,712	\$ 8,380	\$ 128,092
\$ 46.44	\$ 99.85	\$ 115,023	\$ 8,052	\$ 123,075
		\$ 17,090		\$ 17,090
		\$ 1,004,516	\$ 69,120	\$ 1,073,635
\$ 41.62	\$ 89.40	\$ 104,693	\$ 7,329	\$ 112,022
\$ 52.00	\$ 111.80	\$ 46,956	\$ 3,287	\$ 50,243
\$ 52.00	\$ 111.80	\$ 46,956	\$ 3,287	\$ 50,243
\$ 52.00	\$ 111.80	\$ 46,956	\$ 3,287	\$ 50,243
\$ 54.08	\$ 116.27	\$ 239,985	\$ 16,799	\$ 256,784
		\$ 525,298	\$ 36,771	\$ 562,069
		\$ 273,312	\$ 19,132	\$ 292,444
\$ 61.59	\$ 132.42	\$ 273,312	\$ 19,132	\$ 292,444
		\$ 26,202	\$ 1,840	\$ 28,042
		\$ 25,000		\$ 25,000
		\$ 51,282	\$ 3,589	\$ 54,871
		\$ 1,054,407	\$ 72,862	\$ 1,127,269
Total				\$ 1,981,270
Total				\$ 1,981,270

Field Overhead Rate 115%
 Home Office Overhead Rate 125%
 FEE 7%

HRC FORM 10

**HRC FORM 10
CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS
ENAT04000001 MODIFICATION NO. 9**

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project: Laguna Honda Hospital Replacement Program

Original Contract Amount: \$601,000

Contract Amount as Modified to Date: \$9,394,383

Amount of current Modification Request: \$1,974,863

REQUIRED ATTACHMENTS:

1. Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.
2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.

See Attachment 2, Work Plan 2008 and Forecast
3. A list of the contractors and subcontractors working on this amendment, modification, supplement or change order with the contract dollars for each individual firm.

See Attachment 1, Work Plan 2008 and Forecast
4. A brief description of the work to be performed under this amendment, modification, supplement or change order.

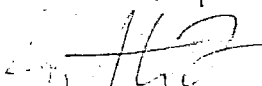
See Attachment 1, Services to be Provided by CM

Contractor Owner/Authorized Representative: 

Ismael Puga, President

Phone: (415) 543-6515

Date: 1/28/08

FOR HRC USE ONLY. Received: <u>1/28/08</u>	
APPROVED:	
HRC Representative: <u></u>	Date: <u>1/28/08</u>

HRC FORM 10
CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS
ENAT04000001 MODIFICATION NO. 9

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project: Laguna Honda Hospital Replacement Program

Original Contract Amount: \$601,000

Contract Amount as Modified to Date: \$9,394,383

Amount of current Modification Request: \$1,974,863

REQUIRED ATTACHMENTS:

1. Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.
2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.

See Attachment 2, Work Plan 2008 and Forecast

3. A list of the contractors and subcontractors working on this amendment, modification, supplement or change order with the contract dollars for each individual firm.

See Attachment 1, Work Plan 2008 and Forecast

4. A brief description of the work to be performed under this amendment, modification, supplement or change order.

See Attachment 1, Services to be Provided by CM

Contractor Owner/Authorized Representative: 

Ismael Puga, President

Phone: (415) 543-6515

Date: 1/28/08

FOR HRC USE ONLY. Received: _____

APPROVED: _____

HRC Representative: _____ Date: _____

City and County of San Francisco



Gavin Newsom, Mayor
Edward D. Reiskin, Director



(415) 554-6229
FAX (415) 554-6232
<http://www.sfdpw.com>

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

September 16, 2008

Contractor: Cooper Pageda Management, Inc.
65 McCoppin Street
San Francisco, CA 94103

Project: CM Services for the Laguna Honda Hospital Replacement Program
through June 30, 2011 - Modification #10

Modification Amount: Add the sum of \$670,810

Job No.: 8200A

DPW Order No.: 173,547

Controller's Certification: Reference this # on your invoices: ENAT04000001

Date Posted: September 16, 2008

This Transmittal Letter forwards a copy of the Modification of Agreement #10 and Contract Purchase Order No. ENAT04000001 (EJAT09000017-01) in the total as-modified to date, \$10,666,193, for the subject project. Contract expiration date is June 30, 2011.

Yours truly,

Carina Carlos
Carina Carlos
Management Assistant

cc: John Thomas, BOALHHRP

Attachments: Modification of Agreement #10
Contract Purchase Order

GEC:cc

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork

Continuous Improvement

MODIFICATION NO. 10 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547

Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco
Department of Public Works
Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0935

MODIFICATION NO. 10 TO THE AGREEMENT

Between the City and County of San Francisco and

COOPER PUGEDA MANAGEMENT, INC.

The City and County of San Francisco and Cooper Pugeda Management, Inc. have entered into an Agreement dated July 31, 2002. This Modification to the Agreement ("Modification No. 10") dated August 22, 2008, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

RECITALS

WHEREAS, the parties intend to increase the compensation to be paid to CM;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges;

Now, THEREFORE, the parties agree as follows:

- A. Modify the Contract by amending Section 5 - "Compensation," as follows:

FROM:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed **nine million nine hundred ninety five thousand three hundred eighty three dollars (\$9,995,383)** inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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."


TO:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed **ten million six hundred sixty six thousand one hundred ninety three dollars (\$10,666,193)** inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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."

- B. Modify the Contract by replacing Appendix A – Services to be Provided by CM in its entirety to reflect the revised scope of work for Work Plan 2008 attached hereto as Attachment 1.
- C. Modify the Contract by replacing Appendix B – Calculation of Charges in its entirety with the revised Work Plan 2008 dated August 22, 2008 attached hereto as Attachment 2.
- D. In all other respects, the provisions of the Agreement dated July 31, 2002 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 10 to the Agreement on the day first mentioned above.

CITY

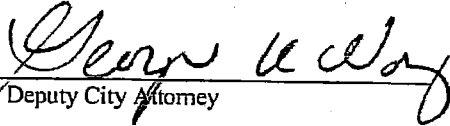


Signature for Department

John Thomas
Printed Name

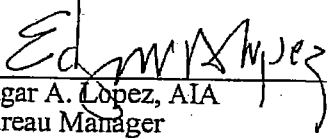
Approved as to Form:

Dennis J. Herrera
City Attorney

By 

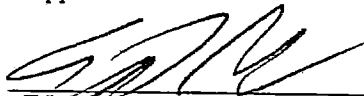
Deputy City Attorney

Approved:



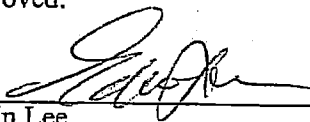
Edgar A. Lopez, AIA
Bureau Manager
Project Management Division

Approved:



Edward D. Reiskin
Director of Public Works

Approved:

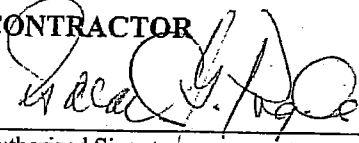


Edwin Lee
City Administrator

Attachments:

Attachment 1 – Appendix A – Services to be Provided by CM
Attachment 2 – Appendix B – Calculation of Charges Work Plan 2008 dated August 22, 2008

CONTRACTOR



Authorized Signature

Ismael Puga, President
Printed Name and Title

Cooper Puga Management, Inc.
Company Name

65 McCoppin Street
Address

San Francisco, CA 94103
City, State, ZIP

(415) 543-6515
Phone Number

94-3227941
Federal Employer ID Number

Attachment 1
Appendix A – Services to be Provided by CM

Attachment 1
Appendix A – "Services to be Provided by CM"

Cooper Pugada Management
ENAT0400001
Modification No. 10

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

1. Prepare independent estimates.
2. Document Change Order Entitlement and Reasonableness where directed.
3. Provide assistance to change order tracking, project control system maintenance
4. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
5. Work with the IOR Staff to prepare close-out and documentation binders.
6. Attend OSHPD review meetings and follow-up with outstanding items.
7. Provide OSHPD Certified Inspectors of Record when directed
8. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.
9. Coordinate communications between IOR and LHH Operations.
10. Facilitate the communication between the IOR staff, contractors, Turner (Construction Manager's) and LHH Operations.
11. Ensure Testing Lab documentation is current and complete.
12. Review Invoicing from Construction Manager and Special Inspection Firms as requested by City.
13. Manage document flow, filing and other administrative duties as directed by City
14. Provide administrative support to the City.
15. Maintain the program's database for tracking cost controls.
16. Assist the Project Manager as directed.
17. Seismic Bracing Coordinator to assist Turner in the coordination, installation and troubleshooting of seismic bracing connections as directed by the City.
18. Document Control Engineer to perform document control duties to render a complete set of OSHPD and Project documents and assist in the posting of the RFI's and Bulletins to the various plan sets.
19. Force Account Coordinator to assist Turner in the tracking and of force account elements in the field as directed by the City.
20. Low Voltage / Security System Coordinator to assist Turner in the coordination, installation, and troubleshooting of the security system and various low voltage systems as directed by the City.
21. Electrical Systems Coordinator to assist Turner in the coordination, installation, and troubleshooting of the various electrical components for the project as directed by the City.
22. Mechanical, Distribution, and Plumbing coordinator to assist Turner in the coordination, installation, and troubleshooting of the mechanical and plumbing systems as directed by the City.
23. Exterior and Interior Framing and window wall coordinator to assist Turner in the coordination, installation of the interior framing and exterior window wall systems as directed by the City.

Attachment 1
Appendix A – "Services to be Provided by CM"

Cooper Pineda Management
ENAT0400001
Modification No. 10

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

1. Prepare independent estimates.
2. Document Change Order Entitlement and Reasonableness where directed.
3. Provide assistance to change order tracking, project control system maintenance
4. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
5. Work with the IOR Staff to prepare close-out and documentation binders.
6. Attend OSHPD review meetings and follow-up with outstanding items.
7. Provide OSHPD Certified Inspectors of Record when directed
8. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.
9. Coordinate communications between IOR and LHH Operations.
10. Facilitate the communication between the IOR staff, contractors, Turner (Construction Manager's) and LHH Operations.
11. Ensure Testing Lab documentation is current and complete.
12. Review Invoicing from Construction Manager and Special Inspection Firms as requested by City.
13. Manage document flow, filing and other administrative duties as directed by City
14. Provide administrative support to the City.
15. Maintain the program's database for tracking cost controls.
16. Assist the Project Manager as directed.
17. Seismic Bracing Coordinator to assist Turner in the coordination, installation and troubleshooting of seismic bracing connections as directed by the City.
18. Document Control Engineer to perform document control duties to render a complete set of OSHPD and Project documents and assist in the posting of the RFI's and Bulletins to the various plan sets.
19. Force Account Coordinator to assist Turner in the tracking and of force account elements in the field as directed by the City.
20. Low Voltage / Security System Coordinator to assist Turner in the coordination, installation, and troubleshooting of the security system and various low voltage systems as directed by the City.
21. Electrical Systems Coordinator to assist Turner in the coordination, installation, and troubleshooting of the various electrical components for the project as directed by the City.
22. Mechanical, Distribution, and Plumbing coordinator to assist Turner in the coordination, installation, and troubleshooting of the mechanical and plumbing systems as directed by the City.
23. Exterior and Interior Framing and window wall coordinator to assist Turner in the coordination, installation of the interior framing and exterior window wall systems as directed by the City.

Attachment 1
Appendix A – Services to be Provided by CM

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 10 to the Agreement on the day first mentioned above.

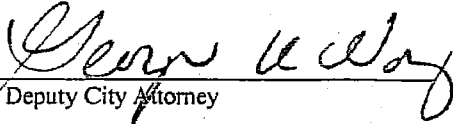
CITY


Signature for Department

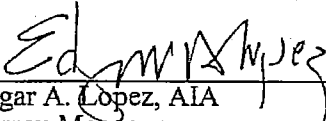
John Thomas
Printed Name

Approved as to Form:

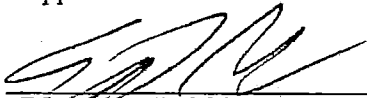
Dennis J. Herrera
City Attorney

By 
Deputy City Attorney


Approved:


Edgar A. Lopez, AIA
Bureau Manager
Project Management Division

Approved:


Edward D. Reiskin
Director of Public Works


Approved:


Edwin Lee
City Administrator

Attachments:

Attachment 1 – Appendix A – Services to be Provided by CM
Attachment 2 – Appendix B – Calculation of Charges Work Plan 2008 dated August 22, 2008

CONTRACTOR


Authorized Signature

Ismael Puga, President
Printed Name and Title

Cooper Puga Management, Inc.
Company Name

65 McCoppin Street
Address

San Francisco, CA 94103
City, State, ZIP

(415) 543-6515
Phone Number

94-3227941
Federal Employer ID Number

Attachment 2
Appendix B – Calculation of Charges

2008 APPROVED BUDGET	Personnel												TOTAL
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
\$ 21,303	0	5	0	44	5	3	0	12	12	12	12	12	117
\$ 320,456	170	126	166	136	152	147	160	184	166	176	168	168	1,945
\$ 305,169	160	166	152	173	151	152	175	184	166	176	160	168	1,995
\$ 188,449	172	120	160	173	141	160	165	184	166	176	168	168	1,955
\$ 128,092	19	34	61	129	39	73	79	80	80	80	80	80	834
\$ 123,074	96	114	119	23	115	89	110	96	96	96	96	96	1,156
	96			3				20	10	20	10	20	576
				16				20	10	20	10	20	83
				64	104	140	126	147	134	141	134	134	1,125
				24	133	136	172	147	134	141	134	134	1,156
				76	32	14	21	20	20	20	20	20	243
				4	186	188	177	184	166	176	168	168	1,419
\$ 17,080	713	569	560	1058	1112	1205	1374	1265	1330	1265	1265	1265	12,700
\$ 1,073,635	BDI												2,076
\$ 292,444	166	174	168	176	176	168	184	166	176	168	168	168	2,076
\$ 292,444	166	174	168	176	176	168	184	166	176	168	168	168	2,076
\$ 197,621	173	160	166	176	160	168	176	184	168	176	168	168	2,045
\$ 50,243	79	88	63	15	59	22	40						374
\$ 67,420	6	0	12	12	12	12	12	40	40	40	40	40	238
\$ 256,784	35	64	40	100	48	72	16	16	16	16	16	16	381
	168	153	156	170	144	168	176	184	168	176	168	168	2,001
				40	183	160	154	184	168	176	168	168	1,381
								40	40	40	40	40	200
\$ 562,069	461	465	445	521	586	590	570	632	504	608	584	584	6,630
				37	163	168	152	184	168	176	168	168	1,384
	0	0	0	37	163	168	152	184	168	176	168	168	1,384
\$ 28,122	0	0	0	80	40	0	20	40	40	40	40	40	340
\$ 25,000													
\$ 63,122													
\$ 1,981,270	1,340	1,208	1,273	1,599	1,983	2,038	2,111	2,374	2,185	2,290	2,185	2,205	22,790
	713	569	560	1,058	1,112	1,205	1,374	1,265	1,330	1,265	1,265	1,265	12,700
	461	465	445	521	586	590	570	632	504	608	584	584	6,630
	166	174	168	176	176	168	184	166	176	168	168	168	2,076
\$ 1,981,270													

Field Overhead Rate 115%
 Home Office Overhead Rate 125%
 FEE 7%



Gavin Newsom, Mayor
Edward D. Reiskin, Director



(415) 554-6229
FAX (415) 554-6232
<http://www.sfdpw.com>

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

January 27, 2009

Contractor: Cooper Pugaeda Management, Inc.
65 McCoppin Street
San Francisco, CA 94103

Project: CM Services for the Laguna Honda Hospital Replacement Program -
Modification #11
Through June 30, 2011

Modification Amount: Add the sum of \$2,838,534 (partial encumbrance of only \$2,000,000)

Job No.: 8200A

DPW Order No.: 173,547

Controller's Certification: Reference this # on your invoices: ENAT04000001

Date Posted: January 26, 2009

This Transmittal Letter forwards a copy of the Modification of Agreement #11 and FAMIS screen shots of ENAT04000001 (EJAT09000053-01) in the total as-modified to date, \$13,504,727, for the subject project. Contract expiration date is June 30, 2011.

Yours truly,

Mrs. Carina C. Carlos
Carina Carlos
Management Assistant

cc: John Thomas, BOA/LHHRP

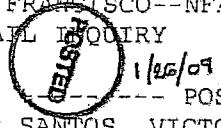
Attachments: Modification of Agreement #11
FAMIS screen shots

GEC:cc

FAML6300 V5.1
LINK TO:

CITY AND COUNTY OF SAN FRANCISCO--NFAMIS
TRANSACTION DETAIL INQUIRY

01/26/2009
2:36 PM



DOCUMENT -- POST PERIOD -- POST DATE ----- POSTED BY ----- UNIT
ENAT09000053 01 07 2009 JAN 2009 01/26/2009 SANTOS, VICTORIA

TRANS CODE : 141 INCREASE A NON-ADPICS ENCUMBRANCE
DOCUMENT REF : ENAT04000001 01 NOTEPAD : Y
TRANS DESC. : JOB NO. 8200A CM SERVICES FOR LHHRP - MOD NO. 11
AMOUNT : 2,000,000.00 DUE DATE : SINGLE CHECK :
VENDOR NUMBER : 35190 01 COOPER PUGEDA MANAGEMENT INC
INDEX CODE : PWA595LPPFLOC BOA-AAT/DA5/13/PP/LHH-CAP PROJ-LOCAL FD
SUB-OBJECT : 02799 OTHER PROFESSIONAL SERVICES
USER CD :
GRANT / GR DTL :
PROJ / PJDTL : CHLSNF SNM50 8200A-TURNER CONSTR/COOPER PUGEDA
START DATE : END DATE :
G/L / SUBSID :
BANK NO/ SUBSID :
TREAS NUM :
CURRENCY CODE : CONV DATE : FRGN CURR AMT:
F1-HELP F4-PRIOR F5-NEXT
F9-LINK F11-NOTEPAD F12-APPR HIST

G014 - RECORD FOUND

MODIFICATION NO. 11 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547

Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco
Department of Public Works
Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0935

MODIFICATION NO. 11 TO THE AGREEMENT

Between the City and County of San Francisco and

COOPER PUGEDA MANAGEMENT, INC.

The City and County of San Francisco and Cooper Pugeda Management, Inc. have entered into an Agreement dated July 31, 2002. This Modification to the Agreement ("Modification No. 11") dated December 23, 2008, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

RECITALS

WHEREAS, the parties intend to increase the compensation to be paid to CM;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges;

Now, THEREFORE, the parties agree as follows:

A. Modify the Contract by amending Section 5 – "Compensation," as follows:

FROM:


"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed **ten million six hundred sixty six thousand one hundred ninety three dollars (\$10,666,193)** inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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."

TO:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed **thirteen million five hundred four thousand seven hundred twenty seven dollars (\$13,504,727)** inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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."

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 11 to the Agreement on the day first mentioned above.

CITY

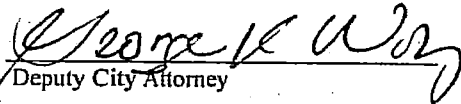


Signature for Department

John Thomas
Printed Name

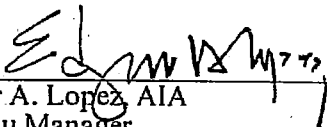
Approved as to Form:

Dennis J. Herrera
City Attorney

By 

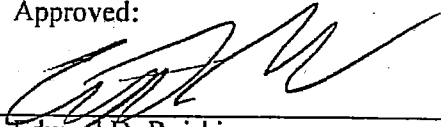
Deputy City Attorney

Approved:



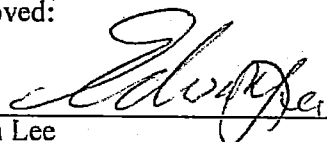
Edgar A. Lopez, AIA
Bureau Manager
Project Management Division

Approved:



Edward D. Reiskin
Director of Public Works

Approved:




Edwin Lee
City Administrator

Attachments:

- Attachment 1 – Appendix A – Services to be Provided by CM
- Attachment 2 – Appendix B – Calculation of Charges Work Plan 2009 dated December 23, 2008

CONTRACTOR



Authorized Signature

Ismael Pugeda, President
Printed Name and Title

Cooper Pugeda Management, Inc.
Company Name

65 McCoppin Street
Address

San Francisco, CA 94103
City, State, ZIP

(415) 543-6515
Phone Number

94-3227941
Federal Employer ID Number

Attachment 1
Appendix A – Services to be Provided by CM

**HRC FORM 10
CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS
ENAT0400001 MODIFICATION NO. 11**

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project: Laguna Honda Hospital Replacement Program

Original Contract Amount: \$601,000

Contract Amount as Modified to Date: \$10,065,193

Amount of current Modification Request: \$2,838,534

REQUIRED ATTACHMENTS:

1. Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.
2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.

See Attachment 2, Work Plan 2009 and Forecast dated December 22, 2008

3. A list of the contractors and subcontractors working on this amendment, modification, supplement or change order with the contract dollars for each individual firm.

See Attachment 1, Work Plan 2009 and Forecast dated December 22, 2008

4. A brief description of the work to be performed under this amendment, modification, supplement or change order.

See Attachment 1, Services to be Provided by CM

Contractor Owner/Authorized Representative: 

Ismael/Pugeda, President

Phone: (415) 543-6515

Date: _____

FOR HRC USE ONLY. Received: _____

APPROVED:

HRC Representative: _____ Date: _____



Gavin Newsom, Mayor
Edward D. Reiskin, Director



(415) 554-6229
FAX (415) 554-6232
<http://www.sfdpw.com>

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

CONTRACT MODIFICATION TRANSMITTAL LETTER

January 6, 2010

Contractor: Cooper Pugged Management, Inc.
65 McCoppin Street
San Francisco, CA 94103

Project: Construction Management Services

Modification Amount: \$1,298,710

Job No.: 8200A

DPW Order No.: 173,547

Controller's Posting Number:

Reference this # on your invoices No.: ENAT04000001/EJAT1000053

Date Posted: December 31, 2009

This Transmittal Letter forwards a copy of the Modification of Agreement No. 12 and Contract Purchase Order No. ENAT04000001/EJAT1000053 for the subject project. The total modified agreement to date is \$14,803,437.

Yours truly,

Sung Kim
Assistant Division Manager

Attachments: FAMIS Encumbrance
Modification of Agreement

cc: Marisa Fernandez, LHHRP

SK:sk

MODIFICATION NO. 12 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547

Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco
Department of Public Works
Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0935

MODIFICATION NO. 12 TO THE AGREEMENT

Between the City and County of San Francisco and

COOPER PUGEDA MANAGEMENT, INC.

The City and County of San Francisco and Cooper Pugeda Management, Inc. have entered into an Agreement dated July 31, 2002. This Modification to the Agreement ("Modification No. 12") dated December 11, 2009, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

RECITALS

WHEREAS, the parties intend to increase the compensation to be paid to CM;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges;

Now, THEREFORE, the parties agree as follows:

- A. Modify the Contract by amending Section 5 – "Compensation," as follows:

FROM:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed **thirteen million five hundred four thousand seven hundred twenty seven dollars (\$13,504,727)** inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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."

TO:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed **fourteen million eight hundred three thousand four hundred thirty-seven dollars (\$14,803,437)** inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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."

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 12 to the Agreement on the day first mentioned above.

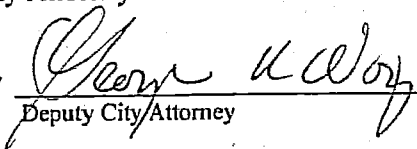
CITY

Signature for Department

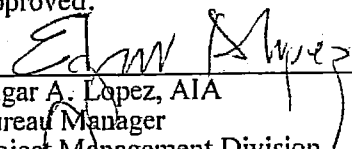
John Thomas
Printed Name

Approved as to Form:

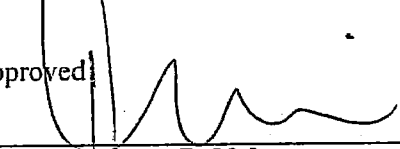
Dennis J. Herrera
City Attorney

By 
Deputy City Attorney

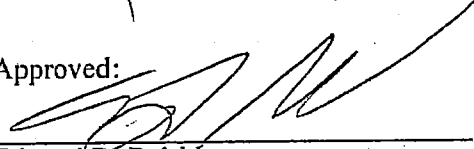
Approved:


Edgar A. Lopez, AIA
Bureau Manager
Project Management Division


Approved:


Fuad S. Sweiss, PE, PLS
City Engineer and
Deputy Director for Engineering

Approved:


Edward D. Reiskin
Director of Public Works

Approved:


Edwin Lee
City Administrator

CONTRACTOR

Authorized Signature

Ismael Puga, President
Printed Name and Title

Cooper Puga Management, Inc.
Company Name

65 McCoppin Street
Address

San Francisco, CA 94103
City, State, ZIP

(415) 543-6515
Phone Number

94-3227941

Federal Employer ID Number

Attachments:

Attachment 1 – Appendix A – Services to be Provided by CM

Attachment 2 – Appendix B – Calculation of Charges Work Plan 2010 dated December 11, 2009

Attachment 1
Appendix A – Services to be Provided by CM

Attachment 1
Appendix A – "Services to be Provided by CM"

Cooper Puga Management
ENAT04000001
Modification No. 12

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

1. Prepare independent estimates.
2. Document Change Order Entitlement and Reasonableness where directed.
3. Provide assistance to change order tracking, project control system maintenance
4. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
5. Work with the IOR Staff to prepare close-out and documentation binders.
6. Attend OSHPD review meetings and follow-up with outstanding items.
7. Provide OSHPD Certified Inspectors of Record when directed
8. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.
9. Coordinate communications between IOR and LHH Operations.
10. Facilitate the communication between the IOR staff, contractors, Turner (Construction Manager's) and LHH Operations.
11. Ensure Testing Lab documentation is current and complete.
12. Review Invoicing from Construction Manager and Special Inspection Firms as requested by City.
13. Manage document flow, filing and other administrative duties as directed by City
14. Provide administrative support to the City.
15. Maintain the program's database for tracking cost controls.
16. Assist the Project Manager as directed.
17. Seismic Bracing Coordinator to assist Turner in the coordination, installation and troubleshooting of seismic bracing connections as directed by the City.
18. Document Control Engineer to perform document control duties to render a complete set of OSHPD and Project documents and assist in the posting of the RFI's and Bulletins to the various plan sets.
19. Force Account Coordinator to assist Turner in the tracking and of force account elements in the field as directed by the City.
20. Low Voltage / Security System Coordinator to assist Turner in the coordination, installation, and troubleshooting of the security system and various low voltage systems as directed by the City.
21. Electrical Systems Coordinator to assist Turner in the coordination, installation, and troubleshooting of the various electrical components for the project as directed by the City.
22. Mechanical, Distribution, and Plumbing coordinator to assist Turner in the coordination, installation, and troubleshooting of the mechanical and plumbing systems as directed by the City.
23. Exterior and Interior Framing and window wall coordinator to assist Turner in the coordination, installation of the interior framing and exterior window wall systems as directed by the City.

Attachment 2
Appendix B – Calculation of Charges

Cooper Fuquays Management
ENAT04000001

Work Plan 2010
Modification No. 12
12/11/2009

2010 PROPOSED BUDGET	Personnel	Name	MONTHS												TOTAL	2010 DRAFT BUDGET
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		
CPM			10	10	10	10	10	10	10	10	10	10	10	10	120	
	Project Manager	Jeffrey Cooper	160	160	164	176	168								848	\$ 17,253
	Field Engineer	William Sorfleet	160	160	164	176	168								848	\$ 144,827
	OSHPD Inspector	Larry Tomlinson	160	160	164	176	168								848	\$ 9,475
	Scheduling Engineer	Richard Lavino	160	160	164	176	168	32	32	32	32	32	32	1,072	\$ 47,850	
	Field Engineer	Jennifer Karhik	160	160	164	176	168								848	\$ 119,100
	Field Engineer	David LeClair	160	160	164	176	168								848	\$ 28,175
	Field Engineer	David Gibbs	160	160	164	176	168								848	\$ 21,693
	Field Engineer	Bill McCallough	160	160	164	176	168								848	\$ 34,492
	Administrative Assistant	Stephanie Finch	160	160	164	176	168								848	\$ 9,202
	Document Control	Danise Hammond	160	160	164	176	168								848	\$ 4,266
	Office Manager/Assistant (1)	Mina Colter	160	160	164	176	168								848	\$ 9,902
	Subtotal - CPM		1610	1290	746	714	692	218	210	210	218	210	218	210	6,544	\$ 606,171
	BDI	Chuck Suter	160	160	184	176	168	198							1,182	\$ 162,578
	OSHPD Inspector	William Chin	160	160	184	176	168	198							1,182	\$ 11,380
	Subtotal - BDI		160	160	184	176	168	198	0	0	0	0	0	0	1,182	\$ 173,959
	CM WEST	Jack Delange	160	160	184	176	168	198							1,182	\$ 2,065
	Field Engineer	Steven Higgins	160	160	184	176	168	198							1,182	\$ 185,743
	Estimator IV	Dave Delmas	160	160	184	176	168	198							1,182	\$ 532
	Estimator VI		160	160	184	176	168	198							1,182	\$ 8,135
	Document Control		160	160	184	176	168	198							1,182	\$ 43,581
	Estimator		160	160	184	176	168	198							1,182	\$ 31,568
	Subtotal - CM West		320	320	104	176	168	176	40	40	40	40	40	40	1,584	\$ 12,253
	JRL Construction	Bret Miller	160	160	184	176	168	198							1,182	\$ 45,485
	ISS Coordinator		160	160	184	176	168	198							1,182	\$ 2,976
	Subtotal - JRL		160	160	184	176	168	198	0	0	0	0	0	0	1,182	\$ 48,461
	ADDITIONAL ALLOWANCE		0	0	0	0	0	0	0	0	0	0	0	0	0	
	MIS Support		0	0	0	0	0	0	0	0	0	0	0	0	0	
	ASR Allowance		0	0	0	0	0	0	0	0	0	0	0	0	0	
	Subtotal - Additional Consultants		2,250	1,930	1,114	1,066	1,018	570	418	258	258	258	258	250	9,640	\$ 54,028
	TOTAL HOURS		1,610	1,290	746	714	692	218	210	210	218	210	218	210	6,544	\$ 70,507
	CPM		320	320	1,040	1,066	1,018	570	418	258	258	258	258	250	9,640	\$ 1,127,754
	CM West		160	160	184	176	168	198	0	0	0	0	0	0	1,182	\$ -
	BDI		160	160	184	176	168	198	0	0	0	0	0	0	1,182	\$ -
	JRL		160	160	184	176	168	198	0	0	0	0	0	0	1,182	\$ -
	Subtotal		1,610	1,290	746	714	692	218	210	210	218	210	218	210	6,544	\$ 1,127,754

(1) Estimated Rate: Office Manager Range is from \$35-\$45 / hr
 (2) Expected Rate Increase: Effective 1/1/09
 (3) Proposed Rate Increase: Effective 1/1/09

Field Overhead Rate 116%
 Home Office Overhead Rate 125%
 FEE 7%



Gavin Newsom, Mayor
Edward D. Reiskin, Director



(415) 554-6229
FAX (415) 554-6232
<http://www.sfdpw.com>

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

CONTRACT MODIFICATION TRANSMITTAL LETTER

August 26, 2010

Contractor: Cooper Puga Management, Inc.
65 McCoppin Street
San Francisco, CA 94103

Project: CM Services for the Laguna Honda Hospital Replacement Program -
Modification #13 through June 30, 2011

Modification Amount: Add the sum of \$499,992

Job No.: 8200A

DPW Order No.: 173,547

Controller's Certification: Reference this # on your invoices: ENAT04000001/EJAT11000015

Date Posted: August 26, 2010

This Transmittal Letter forwards a copy of the Modification of Agreement #13 and FAMIS screen shots of ENAT04000001 (EJAT11000015-01) in the total as-modified to date, \$15,303,429.00, for the subject project. Contract expiration date is June 30, 2011.

Yours truly,

Carina C. Carlos
Carina Carlos
Management Assistant

cc: Leonard Chan, BOA/LHHRP

Attachments: Modification of Agreement #13
FAMIS Encumbrance

GEC:cc

FAML6300 V5.1
LINK TO:

CITY AND COUNTY OF SAN FRANCISCO--NFAMIS
TRANSACTION DETAIL INQUIRY

08/26/2010
2:48 PM

DOCUMENT -- POST PERIOD -- POST DATE ----- POSTED BY ----- UNIT
EJAT11000015 01 02 2011 AUG 2010 08/26/2010 LI, SHIRLEY

TRANS CODE : 141 INCREASE A NON-ADPICS ENCUMBRANCE
DOCUMENT REF : ENAT04000001 01 NOTEPAD : Y
TRANS DESC. : 8200A/CPM MOD #13/DPW# 173,547
AMOUNT : 499,992.00 DUE DATE : SINGLE CHECK :
VENDOR NUMBER : 35190 01 COOPER PUGEDA MANAGEMENT INC
INDEX CODE : PWA595LPFLOC BOA-AAT/DA5/13/PP/LHH-CAP PROJ-LOCAL FD
SUB-OBJECT : 02799 OTHER PROFESSIONAL SERVICES
USER CD :
GRANT / GR DTL :
PROJ / PJDTL : CHLSNF SNCM50 8200A-TURNER CONSTR/COOPER PUGEDA
START DATE : END DATE :
G/L / SUBSID :
BANK NO/ SUBSID :
TREAS NUM :
CURRENCY CODE : CONV DATE : FRGN CURR AMT :
F1-HELP F9-LINK F4-PRIOR F5-NEXT
F11-NOTEPAD F12-APPR HIST

G014 - RECORD FOUND

ATTACHED TO : DOCUMENT NUMBER : EJAT11000015 01
PAGE : 01 OF 01

12/31/09 MODIFICATION NO. 13 TO ADD \$499,992 TO AGREEMENT FOR REVISED
SCOPE OF WORK FOR WORK PLAN 2010. NO CHANGE TO CONTRACT TERM.
(C. CARLOS, 554-6416)

F1-HELP F2-TOP F3-COPY LINE F4-AUDIT F5-INS LINE F6-INS PAGE
F7-PRIOR PG F8-NEXT PG F10-SAVE F11-DEL LINE F12-DEL PAGE
G014 - RECORD FOUND

MODIFICATION NO. 13 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547

Contract No. ENAT0400001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco
Department of Public Works
Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0935

MODIFICATION NO. 13 TO THE AGREEMENT

Between the City and County of San Francisco and

COOPER PUGEDA MANAGEMENT, INC.

The City and County of San Francisco and Cooper Pugeda Management, Inc. have entered into an Agreement dated July 31, 2002. This Modification to the Agreement ("Modification No. 13") dated July 21, 2010 in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

RECITALS

WHEREAS, the parties intend to increase the compensation to be paid to CM;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges;

Now, THEREFORE, the parties agree as follows:

- A. Modify the Contract by amending Section 5 – "Compensation," as follows:

FROM:


"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed **fourteen million eight hundred three thousand four hundred thirty-seven dollars (\$14,803,437)** inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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."

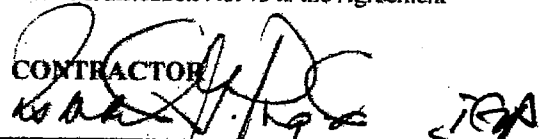
TO:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed **fifteen million three hundred three thousand four hundred twenty-nine dollars (\$15,303,429)** inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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."

- B. Modify the Contract by replacing Appendix A – Services to be Provided by CM in its entirety to reflect the revised scope of work for Work Plan 2010 attached hereto as Attachment 1.
- C. Modify the Contract by replacing Appendix B – Calculation of Charges in its entirety with the revised Work Plan 2010 dated July 21, 2010 attached hereto as Attachment 2.
- D. In all other respects, the provisions of the Agreement dated July 31, 2002 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 13 to the Agreement on the day first mentioned above.

CITY

Signature for Department
John Thomas
Printed Name

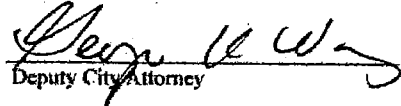
CONTRACTOR

Authorized Signature

Ismael Puga, President
Printed Name and Title

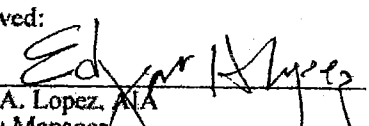
Approved as to Form:

Dennis J. Herrera
City Attorney

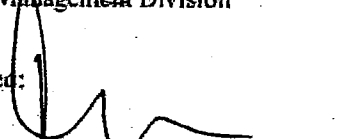
Cooper Puga Management, Inc.
Company Name

By 
Deputy City Attorney

65 McCoppin Street
Address


Approved:

Edgar A. Lopez, AIA
Bureau Manager
Project Management Division

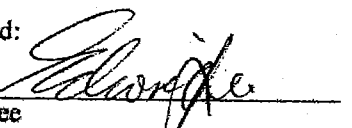
San Francisco, CA 94103
City, State, ZIP

Approved:

Fuad S. Sweiss, PE, PLS
City Engineer and
Deputy Director for Engineering

(415) 543-6515
Phone Number

94-3227941
Federal Employer ID Number

Approved:

Edward D. Reiskin
Director of Public Works

Approved:

Edwin Lee
City Administrator

Attachments:
Attachment 1 - Appendix A - Services to be Provided by CM
Attachment 2 - Appendix B - Calculation of Charges Work Plan 2010 dated July 21, 2010
Modification No. 13 (07/21/10) Page 3 of 3

CPM

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 13 to the Agreement on the day first mentioned above.

CITY

Signature for Department

John Thomas

Printed Name

Approved as to Form:

Dennis J. Herrera
City Attorney

By _____
Deputy City Attorney

Approved:

Edgar A. Lopez, AIA
Bureau Manager
Project Management Division

Approved:

Fuad S. Sweiss, PE, PLS
City Engineer and
Deputy Director for Engineering

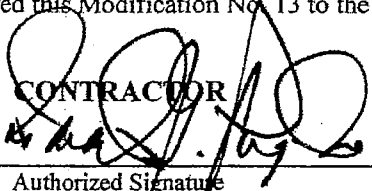
Approved:

Edward D. Reiskin
Director of Public Works

Approved:

Edwin Lee
City Administrator

CONTRACTOR



Authorized Signature

Ismael Puga, President

Printed Name and Title

Cooper Puga Management, Inc.

Company Name

65 McCoppin Street

Address

San Francisco, CA 94103

City, State, ZIP

(415) 543-6515

Phone Number

94-3227941

Federal Employer ID Number

Federal Employer ID Number

Attachments:

Attachment 1 – Appendix A – Services to be Provided by CM

Attachment 2 – Appendix B – Calculation of Charges Work Plan 2010 dated July 21, 2010

Attachment 1
Appendix A – Services to be Provided by CM

Attachment 1
Appendix A – "Services to be Provided by CM"

Cooper Pugeda Management
ENAT04000001
Modification No. 13

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

1. Prepare independent estimates.
2. Document Change Order Entitlement and Reasonableness where directed.
3. Provide assistance to change order tracking, project control system maintenance
4. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
5. Work with the IOR Staff to prepare close-out and documentation binders.
6. Attend OSHPD review meetings and follow-up with outstanding items.
7. Provide OSHPD Certified Inspectors of Record when directed
8. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.
9. Coordinate communications between IOR and LHH Operations.
10. Facilitate the communication between the IOR staff, contractors, Turner (Construction Manager's) and LHH Operations.
11. Ensure Testing Lab documentation is current and complete.
12. Review Invoicing from Construction Manager and Special Inspection Firms as requested by City.
13. Manage document flow, filing and other administrative duties as directed by City
14. Provide administrative support to the City.
15. Maintain the program's database for tracking cost controls.
16. Assist the Project Manager as directed.
17. Seismic Bracing Coordinator to assist Turner in the coordination, installation and troubleshooting of seismic bracing connections as directed by the City.
18. Document Control Engineer to perform document control duties to render a complete set of OSHPD and Project documents and assist in the posting of the RFI's and Bulletins to the various plan sets.
19. Force Account Coordinator to assist Turner in the tracking and of force account elements in the field as directed by the City.
20. Low Voltage / Security System Coordinator to assist Turner in the coordination, installation, and troubleshooting of the security system and various low voltage systems as directed by the City.
21. Electrical Systems Coordinator to assist Turner in the coordination, installation, and troubleshooting of the various electrical components for the project as directed by the City.
22. Mechanical, Distribution, and Plumbing coordinator to assist Turner in the coordination, installation, and troubleshooting of the mechanical and plumbing systems as directed by the City.
23. Exterior and Interior Framing and window wall coordinator to assist Turner in the coordination, installation of the interior framing and exterior window wall systems as directed by the City.

Attachment 2
Appendix B – Calculation of Charges

APPROVED BUDGET	2010	Personnel												TOTAL		
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC			
11,753	CPM															
144,837	Field Manager	100	100	184	178	190	190	152	136	136						
47,650	OSH/PHD Inspector	100	160	184	178	80										
110,100	Supervising Engineer	100	150	184	40	32	32	32	32	32						
30,170	Field Engineer	100	100	72	72											
21,000	Field Engineer	100	100													
14,432	Elec & Low Voltage Coordinator	100	100	184	160	136	108	128								
9,202	Field Engineer	100	100	100	100	100	100	100								
16,404	Administrative Assistant	100	100	80	80	72	64	64								
85,210	Document Control	100	100	184	178	180	188	188	80							
151,334	Office Manager / Assistant (3)	100	100	184	178	180	188	188	170	100						
33,400	Marshalls, CMA, CMA, BIR, JPL															
88,171	Subtotal - CPM	1000	1800	3224	3040	3000	2788	2596	2276	2000	2000	2000	2000	2000	2000	2000
173,000	Offered Inspection	700	100	164	178	160	160	160	178	178						
113,850	Subtotal - BCN	100	180	184	178	160	168	168	178	0	0	0	0	0	0	0
31,650	CR VMS	100	160	164	170	100	100	100	170							
155,743	Estimator IV	100	180	184	178	160	168	168	178	40	40	40	40	40	40	40
155,743	Estimator VI	100	180	184	178	160	168	168	178	40	40	40	40	40	40	40
30,000	Document Control															
187,002	Estimator	300	300	360	360	300	300	300	360	300	300	300	300	300	300	300
45,485	JPL Construction	100	160	164	170	100	100	100	170							
45,485	Subtotal - CR VMS	100	160	164	170	100	100	100	170							
25,485	CR VMS	100	160	164	170	100	100	100	170							
4,878	MS Support															
50,000	AGR Alternative															
34,878	Subtotal - Additional Contingents	2200	2200	2692	2712	2416	2400	2336	264	240	240	240	240	240	240	240
1,137,784	TOTAL HOURS	1,600	1,600	1,200	1,040	800	768	608	596	426	200	200	200	200	200	9,000
1,137,784	CPM	300	320	368	352	320	336	352	40	40	40	40	40	40	40	2,004
	BCN	160	160	164	178	180	188	188	178	0	0	0	0	0	0	1,352
	JPL	100	160	164	170	100	100	100	170							1,081
	MS Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	AGR Alternative	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
34,878	Subtotal - Additional Contingents	2200	2200	2692	2712	2416	2400	2336	264	240	240	240	240	240	240	240
1,137,784	CPM	1,600	1,600	1,200	1,040	800	768	608	596	426	200	200	200	200	200	9,000
1,137,784	BCN	160	160	164	178	180	188	188	178	0	0	0	0	0	0	1,352
1,137,784	JPL	100	160	164	170	100	100	100	170							1,081
	MS Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	AGR Alternative	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtotal - Additional Contingents	2200	2200	2692	2712	2416	2400	2336	264	240	240	240	240	240	240	240
1,137,784	CPM	1,600	1,600	1,200	1,040	800	768	608	596	426	200	200	200	200	200	9,000
1,137,784	BCN	160	160	164	178	180	188	188	178	0	0	0	0	0	0	1,352
1,137,784	JPL	100	160	164	170	100	100	100	170							1,081
	MS Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	AGR Alternative	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtotal - Additional Contingents	2200	2200	2692	2712	2416	2400	2336	264	240	240	240	240	240	240	240
1,137,784	CPM	1,600	1,600	1,200	1,040	800	768	608	596	426	200	200	200	200	200	9,000
1,137,784	BCN	160	160	164	178	180	188	188	178	0	0	0	0	0	0	1,352
1,137,784	JPL	100	160	164	170	100	100	100	170							1,081
	MS Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	AGR Alternative	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

(1) Estimated Rate: Office Manager Range is from \$35-\$45 / hr
(2) Expensed Rate Increase: Effective 1/1/09
(3) Proposed Rate Increase: Effective 1/1/09

Field Overhead Rate 115%
Home Office Overhead Rate 125%
FEE 7%

Firm	Mod #9		Mod #10				
	Assignment	Work Plan 2008	Modifications Annual	Total Modified Contract	Work Plan 2008	Total Mo Com	
Turner Total	\$0	\$0	\$0	\$946,176	\$0	\$946	
CPM Total	\$44,181	\$1,073,825	\$1,117,825	\$4,554,881	\$408,375	\$4,963	
BDI Total	-\$18,810	\$282,444	\$281,534	\$1,802,533	\$1,700	\$1,804	
Powell Total	\$0	\$0	\$0	\$188,593	\$0	\$188	
CM West Total	\$108,833	\$582,060	\$690,702	\$1,661,958	\$130,163	\$1,792	
JKL Construction	\$0	\$0	\$0	\$0	\$28,853	\$28	
Additional Service Requests (ASR):							
Olympic				\$8,052		\$8	
MCS				\$1,200		\$1	
ASR 1 - FV Associates				\$21,128		\$21	
ASR 2 - Testing & Inspection/8400A (AME)				\$18,596		\$18	
ASR 2A - Testing & Inspection/8400A (AME)				\$4,072		\$4	
ASR 2B - Testing & Inspection/8400A (AME)				\$704		\$7	
ASR 2C - Testing & Inspection/8400A (AME)				\$675		\$6	
ASR 3 - Testing & Inspection/8410A (Amplifying) (Turner)				\$1,400		\$1	
ASR 4 - Cost Estimating (Turner)				\$3,000		\$3	
ASR 5 - Jacques Consulting				\$13,796		\$13	
ASR 6 - Myland Construction				\$4,546		\$4	
ASR 7 - Air Monitoring Equipment				\$6,000		\$6	
ASR 8 - CM-at-Risk Consulting Svcs. (W Tour (Regency Virtual Studio))				\$15,000		\$15	
ASR 9 - Virtual Tour (Regency Virtual Studio)				\$25,398		\$25	
ASR 9A - Virtual Tour (Regency Virtual Studio)				\$14,278		\$14	
ASR 9B - Virtual Tour (Regency Virtual Studio)				\$2,400		\$2	
ASR 9C - Virtual Tour (Regency Virtual Studio)				\$195,150		\$195	
ASR 10 - Document Review (Red-Check) Survey (Martin M. Roth Associates, Inc.)				\$4,575		\$4	
ASR 11 - Topographic Survey (Martin M. Roth Associates, Inc.)				\$0		\$0	
ASR 12 - UNASSIGNED				\$1,500		\$1	
ASR 13 - Team Retreat & Partnering Facilitator (Anne Godfrey)				\$75		\$0	
ASR 13A - Partnering Facilitator (Anne Godfrey)				\$2,250		\$2	
ASR 13B - Team Retreat & Partnering Facilitator (Anne Godfrey)				\$0		\$0	
ASR 13 C, 15 - LHHRP Team Allowance				\$0		\$0	
ASR 14 - UNASSIGNED				\$280		\$2	
ASR 15 - LHHRP Team Allowance				\$528		\$5	
ASR 15A - LHHRP Team Allowance				\$4,800		\$4	
ASR 16 Temporary Facilities (Siemens)				\$10,811		\$10	
ASR 17 - Fire Safety Solutions (Greg Gray)				\$3,430		\$3	
ASR 18 - Safety Consultant (TBD)				\$22,610		\$22	
ASR 19 - EIR Required Documentation/OCIP Feasibility - DELETED				\$0		\$0	
Pre-construction OCIP Feasibility - DELETED				\$1,100		\$1	
ASR 20 - F-3 Engineering Svcs. (Siemens)				\$2,436		\$2	
ASR 21 - Construction Signage (Radius Signage (Radius Svcs.))				\$627		\$6	
ASR 22 - Ground Breaking Photographer and Breaking Parking (Forewell Hill Christian Church)				\$100		\$1	
ASR 22A - Ground Breaking Parking (Forewell Hill Christian Church)				\$288		\$2	
ASR 23 - Mock-up/8415A (Marathon)				\$471		\$4	
ASR 23A - Mock-up/8415A (Direct TV)				\$1,988		\$1	
ASR 23B - Mock-up/8415A (Beel Buy)				\$1,900		\$1	
ASR 24 - Program Cost Controls: DB/Hardware/Software				\$193		\$1	
ASR 25 - Program's Storage Supplies				\$423		\$4	
ASR 25A - Program's Storage Supplies				\$14,343		\$14	
ASR 26 - Program's Data Base Development & Maintenance (Uvi Colin, CPM)				\$13,350	\$11,717	\$11	
ASR 27 - Remedial Fire Alarm Design (Siemens)				\$1,288		\$1	
ASR 28 - Archaeological Monitoring (Holman & Assoc.)				\$128		\$1	
ASR 29 - Signs Direct				\$1,225		\$1	
ASR 30 - Flo-Gages				\$12,845		\$12	
ASR 31 - Diablo Boiler (Phase 1)				\$5,272		\$5	
ASR 32 - Diablo Boiler (Phase 2)				\$2,106		\$2	
ASR 33 - Diablo Boiler				\$14,710		\$14	
ASR 34 - Diablo Boiler Remedial Work				\$378		\$3	
ASR 35 - Northern Energy				\$3,443		\$3	
ASR 36 - Fluid Gauge Company				\$1,991		\$1	
ASR 37 - Huret Boiler & Welding Co. Inc.				\$641		\$6	
ASR 38 - Vital Therm				\$3,648		\$3	
ASR 39 - Diablo Boiler				\$3,896		\$3	
ASR 40 - Diamond Fence Co. Inc.				\$752		\$7	
ASR 41 - Northern Energy				\$450		\$4	
ASR 42 - Construction Testing Services, Inc.				-\$450		-\$4	
ASR 42 - Construction Testing Services, Inc.				\$228		\$2	
ASR 43 - Elite Reprographics (CM-at-Risk)				\$488		\$4	
ASR 44 - Control Automation Distributors				\$0		\$0	
ASR 45 - VOID				\$0		\$0	
ASR 46 - Diablo Boilers - Addendum to the Quote dated 02/17 installing a Pump				\$1,634		\$1	
ASR 47 - Mobile Modular - Request for Monthly Trailer Leases				\$11,673		\$11	
ASR 48 - Estimating Manuals				\$3,436		\$3	
ASR 49 - Request for Fire Service at Laguna Honda Jobsite				\$72		\$0	
ASR 50 - MCAA Labor Manual Maintenance				\$145		\$1	
ASR 51 - Fire Safety				\$1,900		\$1	
ASR 52 - Siemens Fire Safety				\$1,484		\$1	
ASR 53 - Mechanical Tracer Electrical Trade Book				\$150		\$1	
ASR 54 - FF&E Interviews				\$237		\$2	
ASR 55 - Flashlights				\$1,352		\$1	
ASR 56 - Trade Services - Software/Published Services				\$183		\$1	
ASR 57 - Mechanical Contractors Association of America Estimating				\$1,352		\$1	
ASR 58 - Mechanical Contractors Association of America Estimating				\$183		\$1	
ASR 59 - Group Mobile Computers				\$1,439		\$1	
ASR 60 - Trade Services - Software/Published Services				\$1,796		\$1	
ASR 61 - Trade Services - Software/Published Services				\$0		\$0	
ASR 62 - Inspector of Records for PBX Call Center Entrance				\$0		\$0	
ASR 63 - Mechanical Contractors Association of America, Inc.				\$0		\$0	
ASR 64 - Mechanical Contractors Association of America, Inc.				\$0		\$0	
ASR 65 - Concrete Strength Testing Wing H				\$0		\$0	
ASR 66 - Applied Materials and Engineering				\$0		\$0	
ASR 67 - Mobile Modular - Trailer Removal 09/28/09				\$0		\$0	
ASR 68 - Mobile Modular - Trailer Removal 09/28/09				\$0		\$0	
ASR 69 - Existing Building Remedial - Investigation Roof Slab				\$0		\$0	
ASR 70 - Existing Building Remedial - Investigation Roof Slab				\$0		\$0	
ASR 71 - Move Consultant Interviews				\$0		\$0	
ASR 72 - Xplore Technologies Corp. - Repair Tablets				\$0		\$0	
ASR 73 - Xplore Technologies Corp. - Repair Tablets				\$0		\$0	
ASR 74 - Trade Services and MCAA Subscriptions				\$0		\$0	
ASR 75 - Trade Services and MCAA Subscriptions				\$0		\$0	
Additional Services Total	\$3,678	\$28,123	\$31,801	\$851,878	\$11,717	\$863	
Fund temporary positions under allowances							
Mark Evans (CPM)							
Jim Ives (CM West)							
Total Reduction from Allowance	\$0	\$0	\$0	\$62,065		\$62	
Allowance	-\$150,000	\$25,000	-\$125,000	\$25,000		\$25	
Underrun	-\$8,486	\$1,081,270	\$1,072,784	\$8,985,343	\$670,880	\$18,886	
TOTAL							
MBE/WBE PARTICIPATION				\$1,802,533	18.04%	\$1,804,533	18.02%
BDI				\$1,681,881	15.83%	\$1,682,128	15.80%
CM WEST				\$188,593	1.92%	\$188,593	1.77%
POWELL				\$0	0.00%	\$0	0.00%
TOTAL				\$3,681,007	35.69%	\$3,687,254	34.55%

the term through June 30, 2011. No monetary value.

Mod No. 5 extended the term through June 30

Mod #11			Mod #12			Mod #13				
Work Plan 2005	Modification Amount	Total Modified Contract	Adjustment	Work Plan 2008	Modification Amount	Total Modified Contract	Adjustment	Work Plan 2008	Modification Amount	Total Modified Contract
50	50	\$946,176		50	50	\$946,176				\$946,176
\$1,507,005	\$1,430,430	\$6,425,092	404,629	1628,171	\$1,070,844	\$7,496,386	(682,171)	195,025	1262,862	\$7,785,241
\$252,364	\$298,704	\$2,103,237	(2,920)	1172,952	\$471,036	\$2,274,276	(171,848)	185,308	123,256	\$2,297,625
	50	\$188,593		50	50	\$188,593				\$188,593
\$712,946	\$705,968	\$2,398,091	(158,014)	1187,322	\$94,238	\$2,428,378	(162,302)	310,634	\$122,522	\$2,561,711
\$228,752	\$118,322	\$485,155	(77,012)	\$42,485	\$18,493	\$423,638	(65,450)	115,522	\$70,027	\$483,665
		\$9,052				\$9,052				\$9,052
		\$1,200				\$1,200				\$1,200
		\$21,130				\$21,130				\$21,130
		\$15,565				\$15,565				\$15,565
		\$6,072				\$6,072				\$6,072
		\$704				\$704				\$704
		\$575				\$575				\$575
		\$1,460				\$1,460				\$1,460
		\$0				\$0				\$0
		\$3,000				\$3,000				\$3,000
		\$13,798				\$13,798				\$13,798
		\$6,940				\$6,940				\$6,940
		\$6,000				\$6,000				\$6,000
		\$15,000				\$15,000				\$15,000
		\$25,000				\$25,000				\$25,000
		\$14,279				\$14,279				\$14,279
		\$2,400				\$2,400				\$2,400
		\$195,150				\$195,150				\$195,150
		\$8,575				\$8,575				\$8,575
		\$0				\$0				\$0
		\$1,500				\$1,500				\$1,500
		\$75				\$75				\$75
		\$2,250				\$2,250				\$2,250
		\$0				\$0				\$0
		\$880				\$880				\$880
		\$525				\$525				\$525
		\$4,800				\$4,800				\$4,800
		\$10,811				\$10,811				\$10,811
		\$3,439				\$3,439				\$3,439
		\$23,810				\$23,810				\$23,810
		\$0				\$0				\$0
		\$3,100				\$3,100				\$3,100
		\$2,438				\$2,438				\$2,438
		\$627				\$627				\$627
		\$100				\$100				\$100
		\$288				\$288				\$288
		\$471				\$471				\$471
		\$560				\$560				\$560
		\$3,869				\$3,869				\$3,869
		\$193				\$193				\$193
		\$423				\$423				\$423
\$27,800	\$42,870	\$374,754	(41,000)	1,428	\$36,206	\$338,548	(4,021)	14,021	14,021	\$343,578
		\$12,859				\$12,859				\$12,859
		\$3,258				\$3,258				\$3,258
		\$138				\$138				\$138
		\$1,525				\$1,525				\$1,525
		\$12,645				\$12,645				\$12,645
		\$6,272				\$6,272				\$6,272
		\$8,586				\$8,586				\$8,586
		\$14,710				\$14,710				\$14,710
		\$276				\$276				\$276
		\$3,443				\$3,443				\$3,443
		\$3,001				\$3,001				\$3,001
		\$641				\$641				\$641
		\$3,645				\$3,645				\$3,645
		\$3,600				\$3,600				\$3,600
		\$752				\$752				\$752
		\$450				\$450				\$450
		\$450				\$450				\$450
		\$228				\$228				\$228
		\$460				\$460				\$460
		\$0				\$0				\$0
		\$1,583				\$1,583				\$1,583
		\$11,872				\$11,872				\$11,872
		\$3,455				\$3,455				\$3,455
		\$782				\$782				\$782
		\$145				\$145				\$145
		\$11,000				\$11,000				\$11,000
		\$1,464				\$1,464				\$1,464
		\$150				\$150				\$150
		\$257				\$257				\$257
		\$1,352				\$1,352				\$1,352
		\$165				\$165				\$165
		\$21,439				\$21,439				\$21,439
		\$1,700				\$1,700				\$1,700
	\$12,450	\$19,460				\$11,460				\$13,450
		\$0				\$0				\$0
		\$295				\$295				\$295
		\$26,130				\$26,130				\$26,130
		\$3,028				\$3,028				\$3,028
		\$1,760				\$1,760				\$1,760
		\$3,421				\$3,421				\$3,421
		\$6,520				\$6,520				\$6,520
		\$185				\$185				\$185
		\$778				\$778				\$778
\$57,000	\$62,700	\$825,770		\$4,628	\$7,297	\$832,926		\$4,628	\$4,628	\$837,754
		\$62,065				\$62,065				\$62,065
\$50,000	\$50,000	\$50,000		\$50,000	\$50,000	\$50,000				\$50,000
\$69,516	\$2,635,834	\$12,864,727		\$1,127,744	\$1,798,710	\$14,863,437		\$1,127,744	\$1,127,744	\$15,303,429

\$2,103,237	15.57%	\$2,274,275	15.36%
\$2,398,091	17.78%	\$2,428,378	16.41%
\$188,593	1.40%	\$188,593	1.27%
\$4,689,829	34.73%	\$4,682,246	33.05%

\$2,297,625	15.01%
\$2,581,711	16.74%
\$188,593	1.20%
\$5,947,628	32.96%

HRC FORM 10

**HRC FORM 10
CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS
ENAT04000001 MODIFICATION NO. 13**

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project: Laguna Honda Hospital Replacement Program

Original Contract Amount: \$601,000

Contract Amount as Modified to Date: \$14,803,437

Amount of current Modification Request: \$499,992

REQUIRED ATTACHMENTS:

1. Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.
2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.

See Attachment 2, Work Plan 2010 and Forecast dated July 21, 2010

3. A list of the contractors and subcontractors working on this amendment, modification, supplement or change order with the contract dollars for each individual firm.

See Attachment 1, Work Plan 2010 and Forecast dated July 21, 2010

4. A brief description of the work to be performed under this amendment, modification, supplement or change order.

See Attachment 1, Services to be Provided by CM

Contractor Owner/Authorized Representative: _____

Ismael Bageda, President

Phone: (415) 543-6515

Date: 22 JULY 2010

FOR HRC USE ONLY. Received: _____

APPROVED:

HRC Representative: _____ Date: _____

HRC FORM 10
CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS
ENAT04000001 MODIFICATION NO. 13

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project: Laguna Honda Hospital Replacement Program

Original Contract Amount: \$601,000

Contract Amount as Modified to Date: \$14,803,437

Amount of current Modification Request: \$499,992

REQUIRED ATTACHMENTS:

1. Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.
2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.

See Attachment 2, Work Plan 2010 and Forecast dated July 21, 2010
3. A list of the contractors and subcontractors working on this amendment, modification, supplement or change order with the contract dollars for each individual firm.

See Attachment 1, Work Plan 2010 and Forecast dated July 21, 2010
4. A brief description of the work to be performed under this amendment, modification, supplement or change order.

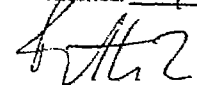
See Attachment 1, Services to be Provided by CM

Contractor Owner/Authorized Representative: 

Ismael Bligedii, President

Phone: (415) 543-6515

Date: 22 JULY 2010

FOR HRC USE ONLY. Received: <u>7/27/10</u>
APPROVED: <u></u>
HRC Representative: _____ Date: <u>7/29/10</u>



Edwin M. Lee, Mayor
Edward D. Reiskin, Director

Office of Financial Management and Administration

Division of Contract Administration

875 Stevenson Street, Room 420

San Francisco, CA 94103

(415) 554-6230 ■ www.sfdpw.org



Gordon Choy, Division Manager

TRANSMITTAL LETTER
PROFESSIONAL SERVICE AGREEMENT MODIFICATIONS

June 14, 2011

Contractor: Cooper Pugada Management, Inc.
65 McCoppin Street
San Francisco, CA 94103

Project: Construction Management Services for Laguna Honda Hospital
Replacement Program through 6/30/2011 - Modification #14

Modification Amount: Add \$893,335.00 and 0 days to the Agreement.

Job No.: 8200A

DPW Order No.: 173,547

Controller's Certification: Reference this # on your invoices: ENAT04000001 (EJAT11000138-01)

Date Posted: 6/14/2011

This Transmittal Letter forwards a copy of the Modification of Agreement #14 and FAMIS print screen for ENAT04000001 in the total as-modified to date, \$16,196,764.00, for the subject project. Contract expiration date is 6/30/2011.

Yours truly,

by: Gordon Choy
Division Manager, Contract Administration

cc: John Thomas, LHHRP-BOA
Leonard Chan, LHHRP-BOA

Attachments: Modification of Agreement #14
FAMIS print screen for ENAT04000001

GEC:cc



FAML6300 V5.1 CITY AND COUNTY OF SAN FRANCISCO--NFAMIS 06/14/2011
 LINK TO: TRANSACTION DETAIL INQUIRY 1:25 PM

DOCUMENT -- POST PERIOD -- POST DATE ----- POSTED BY ----- UNIT
 EJAT11000138 01 12 2011 JUNE 2011 06/14/2011 KIM, SUNG

 TRANS CODE : 141 INCREASE A NON-ADPICS ENCUMBRANCE
 DOCUMENT REF : ENAT04000001 01 NOTEPAD : Y
 TRANS DESC. : 8200A/CPM MOD #14/DPW# 173,547
 AMOUNT : 893,335.00 DUE DATE : SINGLE CHECK :
 VENDOR NUMBER : 35190 01 COOPER PUGEDA MANAGEMENT INC
 INDEX CODE : PWA595LPFLOC BOA-AAT/DA5/13/PP/LHH-CAP PROJ-LOCAL FD
 SUB-OBJECT : 02799 OTHER PROFESSIONAL SERVICES
 USER CD :
 GRANT / GR DTL :
 PROJ / PJDTL : CHLSNF SNCM50 8200A-TURNER CONSTR/COOPER PUGEDA
 START DATE : END DATE :
 G/L / SUBSID :
 BANK NO/ SUBSID :
 TREAS NUM :
 CURRENCY CODE : CONV DATE : FRGN CURR AMT:
 F1-HELP F9-LINK F4-PRIOR F5-NEXT F11-NOTEPAD F12-APPR HIST

FAML1010 V5.1 CITY AND COUNTY OF SAN FRANCISCO--NFAMIS 06/14/2011
 NOTEPAD 1:48 PM

ATTACHED TO : DOCUMENT NUMBER : EJAT11000138 01
 PAGE : 01 OF 01

 06/10/2011: MODIFICATION NO. 14 TO ADD \$893,335 TO AGREEMENT FOR REVISED WORK PLAN FOR 2010 AND WORK PLAN FOR 2011. TOTAL CONTRACT AMOUNT AS MODIFIED NTE \$16,196,764.00; CONTRACT TERM THROUGH 6/30/2011. BOARD OF SUPERVISORS APPROVAL TO INCREASE CONTRACT NTE AMOUNT VIA RESOLUTION NO. 202-11 APPROVED ON 5/17/2011. PER LEONARD CHAN OF LHHRP, REVISED WORK PLAN TO ADD VALUE TO MOD AND ADDITIONAL TIME TO FOLLOW SHORTLY. PSC MODIFICATION TO ADD \$1.7M SUBMITTED FOR DHR ADMIN APPROVAL. (CC)

FAML8025 V5.1 CITY AND COUNTY OF SAN FRANCISCO--NFAMIS 06/14/2011
 LINK TO: DOCUMENT AUTHORIZATION TRACKING -ARCHIVE 1:48 PM

DOCUMENT NO : EJAT11000138 NOTEPAD : Y CUMULATIVE DAYS : 4
 APPR DYS
 DATE TIME DEPARTMENT USER LVL STAT OUT
 06/10/2011 3:14PM DPW CARLOS, MARIA CARINA 001 INIT
 06/14/2011 1:25PM KIM, SUNG 190 AUTH 4

FAML6051 V5.1 CITY AND COUNTY OF SAN FRANCISCO--NFAMIS 06/14/2011
 LINK TO: DOCUMENT INQUIRY 1:48 PM

FISCAL MO/YEAR : 12 2011 CREATE/UPDTE DT: 07/19/2003 06/14/2011
 DOCUMENT : ENAT04000001 01 DUE DATE : 12/14/2010
 INDX PWA595LPFLOC BOA-AAT/DA5/13/PP/LHH SINGLE CHK IND : Y NOTEPAD IND: Y
 VEND 35190 01 COOPER PUGEDA MANAGEM TREAS NO :
 G/L 470 ENCUMBRANCES UC
 SOBJ 02799 OTHER PROFESSIONAL SE SBSB
 PROJ CHLSNF LAGUNA HONDA HOSPITAL GRNT
 PRDT SNCM50 8200A-TURNER CONSTR/C GRDT

 S JUNE 2011 JULY 2011 PRIOR YEAR
 ORIGINAL AMOUNT 1,150,165.00 .00 1,150,165.00
 ADJUSTMENTS 13,034,624.00 .00 11,637,328.17
 LIQUIDATIONS -13,281,183.11 .00 -12,787,493.17
 REMAINING BALAN 903,605.89 .00 .00
 PAYMENT/RECEIPT 13,281,183.11 .00 12,787,493.17
 RETAINAGE/LIENS .00 .00 .00
 DELINQUENCY CHA .00 .00 .00

FAML6052 V5.1
LINK TO:

CITY AND COUNTY OF SAN FRANCISCO--NFAMIS
DOCUMENT DETAIL INQUIRY

06/14/2011
1:49 PM

PERIOD 12 2011 JUNE 2011 POST DOC : ENAT04000001 01 BAL TYPE : 11 ADJUSTMENT

S	POST DATE	PERIOD	T/C	DOCUMENT NO	TREAS NO	BANK NO	DUE DATE
							AMOUNT
	09/28/2010	01 2011	811	RCSF11032435 01			
	NEW YEAR DOCUMENT CARRYOVER						3,968.83
	08/26/2010	02 2011	141	EJAT11000015 01			
	8200A/CPM MOD #13/DPW#		173,547				499,992.00
	06/14/2011	12 2011	141	EJAT11000138 01			
	8200A/CPM MOD #14/DPW#		173,547				893,335.00

MODIFICATION NO. 14 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547

Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco
Department of Public Works
Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0935

MODIFICATION NO. 14 TO THE AGREEMENT

Between the City and County of San Francisco and

COOPER PUGEDA MANAGEMENT, INC.

The City and County of San Francisco and Cooper Pugeda Management, Inc. have entered into an Agreement dated July 31, 2002. This Modification to the Agreement ("Modification No. 14") dated October 25, 2010 in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

RECITALS

WHEREAS, the parties intend to increase the compensation to be paid to CM by \$893,335;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges for revised Work Plan for 2010 and Work Plan 2011;

Now, THEREFORE, the parties agree as follows:

A. Modify the Contract by amending Section 5 – "Compensation," as follows:

FROM:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed **fifteen million three hundred three thousand four hundred and twenty-nine dollars (\$15,303,429)** inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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."

TO:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed **sixteen million one hundred ninety-six thousand seven hundred and sixty-four (\$16,196,764)** inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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."

- B. Modify the Contract by replacing Appendix A – Services to be Provided by CM in its entirety to reflect the scope of work for Work Plan 2010 and 2011 attached hereto as Attachment 1.
- C. Appendix B – Calculation of Charges – replacing the 2010 Work Plan dated 07/21/10 with 2010 Work Plan dated 09/24/10, and add 2011 Work Plan dated 09/24/10.
- D. In all other respects, the provisions of the Agreement dated July 31, 2002 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 14 to the Agreement on the day first mentioned above.

CITY

Signature for Department

John Thomas
Printed Name

Approved as to Form:

Dennis J. Herrera
City Attorney

By George U. Wong
Deputy City Attorney

Approved:

Edgar A. Lopez
Edgar A. Lopez, AIA
Bureau Manager
Project Management Division

Approved:

Fuad S. Sweiss
Fuad S. Sweiss, PE, PLS
City Engineer and
Deputy Director for Engineering

Approved:

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

Approved:

Amy L. Brown
Acting Amy L. Brown
City Administrator

Attachments:

- Attachment 1 – Appendix A – Services to be Provided by CM
- Attachment 2 – Appendix B – Calculation of Charges for Work Plan 2010 and 2011 dated September 24, 2010

CONTRACTOR

Authorized Signature

Ismael Pugeda
Ismael Pugeda, President
Printed Name and Title

Cooper Pugeda Management, Inc.
Company Name

65 McCoppin Street
Address

San Francisco, CA 94103
City, State, ZIP

(415) 543-6515
Phone Number

94-3227941

Federal Employer ID Number

Attachment 1
Appendix A – Services to be Provided by CM

Attachment 1
Appendix A – "Services to be Provided by CM"

Cooper Pugeda Management
ENAT0400001
Modification No. 14

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

1. Prepare independent estimates.
2. Document Change Order Entitlement and Reasonableness where directed.
3. Provide assistance to change order tracking, project control system maintenance
4. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
5. Work with the IOR Staff to prepare close-out and documentation binders.
6. Attend OSHPD review meetings and follow-up with outstanding items.
7. Provide OSHPD Certified Inspectors of Record when directed
8. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.
9. Coordinate communications between IOR and LHH Operations.
10. Facilitate the communication between the IOR staff, contractors, Turner (Construction Manager's) and LHH Operations.
11. Ensure Testing Lab documentation is current and complete.
12. Review Invoicing from Construction Manager and Special Inspection Firms as requested by City.
13. Manage document flow, filing and other administrative duties as directed by City
14. Provide administrative support to the City.
15. Maintain the program's database for tracking cost controls.
16. Assist the Project Manager as directed.
17. Seismic Bracing Coordinator to assist Turner in the coordination, installation and troubleshooting of seismic bracing connections as directed by the City.
18. Document Control Engineer to perform document control duties to render a complete set of OSHPD and Project documents and assist in the posting of the RFI's and Bulletins to the various plan sets.
19. Force Account Coordinator to assist Turner in the tracking and of force account elements in the field as directed by the City.
20. Low Voltage / Security System Coordinator to assist Turner in the coordination, installation, and troubleshooting of the security system and various low voltage systems as directed by the City.
21. Electrical Systems Coordinator to assist Turner in the coordination, installation, and troubleshooting of the various electrical components for the project as directed by the City.
22. Mechanical, Distribution, and Plumbing coordinator to assist Turner in the coordination, installation, and troubleshooting of the mechanical and plumbing systems as directed by the City.
23. Exterior and Interior Framing and window wall coordinator to assist Turner in the coordination, installation of the interior framing and exterior window wall systems as directed by the City.

Attachment 2
Appendix B – Calculation of Charges

Cooper Pugaeda Management
ENATD4000001

Work Plan 2010-REVISED
Modification No. 14
September 24, 2010

APPROVED BUDGET	PERSONNEL	NAME	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	
\$ 212,000	Project Manager	Jeffrey Cooney	152	154	176	173	132	151	181	168	128	128	172	1639	0	
\$ 113,848	Field Engineer	William Sorrento	152	152	184	178	72	14	30	40	4	32	32	709	1,839	
\$ 98,887	Scheduling Engineer	Larry Lombocosa	152	152	138	137	14	30	40	4	32	32	32	633	1,839	
\$ 40,854	Field Engineer	Richard Levine	180	144	197	12	14	30	40	4	32	32	32	633	1,839	
\$ 43,387	Field Engineer	Jennifer Kerthik	180	144	197	12	14	30	40	4	32	32	32	633	1,839	
\$ 117,890	Electrical & Low Voltage Coordinator	David LeChaire	180	178	184	178	130	168	128	40				1,300	1,839	
\$ 18,324	Field Engineer	Bill McCullough	160	148	180	164	153	160	155	103	120	160	158	1,771	1,839	
\$ 67,403	Administrative Assistant	Stephanie Pich	144	135	180	164	153	160	155	103	120	160	158	1,771	1,839	
\$ 18,850	Document Control	Danielle Hammond	138.5	148	184	178	144	176	138	176	80	168	160	160	1,672	1,839
\$ 12,643	Subcontractor (CM Year 1)	Maria Colter	152	152	184	178	144	176	138	176	80	168	160	1,672	1,839	
\$ 318,128	Subcontractor (CM Year 2-3)		1839	1834	1073	888	892	828	690	832	568	488	488	8,188	8,188	
\$ 197,309	OS/PPD Inspector	Chuck Sitter	160	168	184	144	160	168	168	176	176	168	168	168	2,020	2,020
\$ 187,288	Subcontractor (BD)		160	168	184	144	160	168	168	176	176	168	168	168	2,020	2,020
\$ 133,333	Field Engineer	William Chin	152	152	130	133	152	118	148	168	168	168	168	1,711	1,711	
\$ 186,301	Estimator	Jack Daniels	42	42	22	49								113	113	
\$ 186,301	Estimator	Dave DeMatas	42	42	22	49								113	113	
\$ 319,834	Subcontractor - CM West	Dana Costantino	144	144	160	128	138	138	143	89	138	160	160	1,693	1,693	
\$ 18,439	ISS Coordinator	Stephen Higgins	298	338	342	328	288	284	231	274	444	488	220	180	3,871	
\$ 113,333	Subcontractor - CM West		160	160	184	172	138	178	88	0	0	0	0	1,054	1,054	
\$ 8,855	ISS Support	Bert Miller	160	160	184	172	138	178	88	0	0	0	0	1,054	1,054	
\$ 50,000	ASR Allowance	Justin Attem	160	160	184	172	138	178	88	0	0	0	0	1,054	1,054	
\$ 59,885	Subcontractor - Additional Consultant		2,178	2,110	1,783	1,834	1,779	1,228	1,108	982	995	1,102	960	908	18,193	
\$ 1,827,748	TOTAL PERSONNEL		1,827,748	1,827,748	1,827,748	1,827,748	1,827,748	1,827,748	1,827,748	1,827,748	1,827,748	1,827,748	1,827,748	1,827,748	1,827,748	

Home Office Overhead Rate 125%
Field Overhead Rate 118%
FEE 7%

Personnel	Name	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	Hourly Rate	Billing Rate	Extension	7% Fee	2011 BUDGET
CPM																			
Project Manager	Jeffrey Cooper	8	8	8	8	8	8	8	8	8	8	8	8	0	\$ 61.45	\$ 138.28	\$ -	\$ -	\$ -
Field Engineer	William Sorfleet													96	\$ 74.24	\$ 159.61	\$ 15,323	\$ 1,073	\$ 16,396
OSHPD Inspector														0	\$ 68.00	\$ 138.75	\$ -	\$ -	\$ -
Scheduling Engineer	Richard Lavino	22	22	22	22	22	22	22	22	22	22	22	22	284	\$ 48.30	\$ 108.84	\$ 27,414	\$ 1,919	\$ 29,333
Field Engineer														0	\$ 39.27	\$ 92.29	\$ -	\$ -	\$ -
Elec & Low Voltage Coordinator	David Gibbs													0	\$ 58.94	\$ 128.71	\$ -	\$ -	\$ -
Field Engineer														0	\$ 49.80	\$ 100.62	\$ -	\$ -	\$ -
Administrative Assistant														0	\$ 25.00	\$ 53.75	\$ -	\$ -	\$ -
Document Control	Debbie Hammond	22	22	22	22	22	22	22	22	22	22	22	22	284	\$ 33.43	\$ 71.87	\$ 18,975	\$ 1,328	\$ 20,303
Office Manager / Assistant (1)	Minda Collier	168	176	176	176	176	176	176	176	176	176	176	160	2,088	\$ 32.00	\$ 85.80	\$ 143,654	\$ 10,059	\$ 153,710
Mark-up % (CM West, BDI, JKL)																	\$ 7,048	\$ 493	\$ 7,541
Subtotal - CPM		220	228	228	228	228	228	228	228	228	228	228	212	2,712			\$ 212,414	\$ 14,889	\$ 237,283
OSHPD Inspector	Chuck Sudler	168	176	176	176	176	176	176	176	176	176	176	160	2,088	\$ 63.44	\$ 136.39	\$ 284,785	\$ 19,935	\$ 304,719
Subtotal - BDI		168	176	176	176	176	176	176	176	176	176	176	160	2,088			\$ 284,785	\$ 19,935	\$ 304,719
CM WEST														0					
Field Engineer	William Chin													0	\$ 42.87	\$ 92.17	\$ -	\$ -	\$ -
Estimator IV	Jack Delange													0	\$ 53.68	\$ 115.15	\$ -	\$ -	\$ -
Estimator VII	Dave Delmas													0	\$ 53.68	\$ 115.15	\$ -	\$ -	\$ -
Document Control														0	\$ 33.43	\$ 71.88	\$ -	\$ -	\$ -
Estimator	Stephen Higgins	88	88	40	40	40	40	40	40	40	40	40	40	576	\$ 54.59	\$ 117.37	\$ 67,804	\$ 4,732	\$ 72,537
Subtotal - CM West		88	88	40	40	40	40	40	40	40	40	40	40	576			\$ 67,804	\$ 4,732	\$ 72,537
CM WEST														0					
ISS Coordinator														0	\$ 61.80	\$ 132.87	\$ -	\$ -	\$ -
ISS Coordinator														0	\$ 40.00	\$ 86.00	\$ -	\$ -	\$ -
Subtotal - JKL		0	0	0	0	0	0	0	0	0	0	0	0	0					
ADDITIONAL ALLOWANCE														0					
MIS Support														0	\$ 50.13	\$ 112.79	\$ -	\$ -	\$ -
ASR Allowance														0					
Subtotal - Additional Consultants		176	184	184	184	184	184	184	184	184	184	184	176	2,112			\$ 264,562	\$ 18,434	\$ 283,033
TOTAL PROJECT		220	228	228	228	228	228	228	228	228	228	228	212	2,712			\$ 864,562	\$ 58,434	\$ 923,033
CPM		220	228	228	228	228	228	228	228	228	228	228	212	2,712					
CM West		88	88	40	40	40	40	40	40	40	40	40	40	576					
BDI		168	176	176	176	176	176	176	176	176	176	176	160	2,088					
JKL		0	0	0	0	0	0	0	0	0	0	0	0	0					

Field Overhead Rate 116%
Home Office Overhead Rate 125%
FEE 7%

HRC FORM 10

HRC FORM 10
CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS
ENAT04000001 MODIFICATION NO. 14

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project: Laguna Honda Hospital Replacement Program

Original Contract Amount: \$601,000

Contract Amount as Modified to Date: \$15,303,429

Amount of current Modification Request: \$893,335

REQUIRED ATTACHMENTS:

1. Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.
2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.
See Attachment 2, Forecast, Work Plan 2010 and 2011 dated September 24, 2010
3. A list of the contractors and subcontractors working on this amendment, modification, supplement or change order with the contract dollars for each individual firm.
See Attachment 1, Forecast, Work Plan 2010 and 2011 dated September 24, 2010
4. A brief description of the work to be performed under this amendment, modification, supplement or change order.

See Attachment 1, Services to be Provided by CM

Contractor Owner/Authorized Representative: 

Ismael Puga, President

Phone: (415) 543-6515

Date: _____

FOR HRC USE ONLY. Received: 10/25/10

APPROVED:

HRC Representative: SELOMAY DZIKWA

Date: 10/25/10



Edwin M. Lee, Mayor
Edward D. Reiskin, Director

Office of Financial Management and Administration
Division of Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103
(415) 554-6230 ■ www.sfdpw.org



Gordon Choy, Division Manager

TRANSMITTAL LETTER
PROFESSIONAL SERVICE AGREEMENT MODIFICATIONS

June 30, 2011

Contractor: Cooper Pugeda Management, Inc.
65 McCoppin Street
San Francisco, CA 94103

Project: Construction Management Services for Laguna Honda Hospital
Replacement Program through 12/31/2012 - Modification #15

Modification Amount: Add \$497,657.00 and extend the term of the Agreement to 12/31/2012

Job No.: 8200A

DPW Order No.: 173,547

Controller's Certification: Reference this # on your invoices: ENAT04000001 (EJAT11000151-01)

Date Posted: 6/30/2011

This Transmittal Letter forwards a copy of the Modification of Agreement #15 and FAMIS print screen for ENAT04000001 in the total as-modified to date, \$16,694,421.00, for the subject project. Contract expiration date is 12/31/2012.

Yours truly,

Gordon Choy
by: Gordon Choy
Division Manager, Contract Administration

cc: John Thomas, LHHRP-BOA
Leonard Chan, LHHRP-BOA

Attachments: Modification of Agreement #15
FAMIS print screen for ENAT04000001

GEC:cc



FAML6300 V5.1
LINK TO:

CITY AND COUNTY OF SAN FRANCISCO--NFAMIS
TRANSACTION DETAIL INQUIRY

06/30/2011
3:25 PM

DOCUMENT -- POST PERIOD -- POST DATE ----- POSTED BY ----- UNIT
EJAT11000151 01 12 2011 JUNE 2011 06/30/2011 LI, SHIRLEY

TRANS CODE : 141 INCREASE A NON-ADPICS ENCUMBRANCE
DOCUMENT REF : ENAT04000001 01 NOTEPAD : Y
TRANS DESC. : 8200A/CPM MOD #15/DPW# 173,547
AMOUNT : 497,657.00 DUE DATE : SINGLE CHECK :
VENDOR NUMBER : 35190 01 COOPER PUGEDA MANAGEMENT INC
INDEX CODE : PWA595LPFLOC BOA-AAT/DA5/13/PP/LHH-CAP PROJ-LOCAL FD
SUB-OBJECT : 02799 OTHER PROFESSIONAL SERVICES
USER CD :
GRANT / GR DTL :
PROJ / PJDTL : CHLSNF SNCM50 8200A-TURNER CONSTR/COOPER PUGEDA
START DATE : END DATE :
G/L / SUBSID :
BANK NO/ SUBSID :
TREAS NUM :
CURRENCY CODE : CONV DATE : FRGN CURR AMT:

FAML1010 V5.1

CITY AND COUNTY OF SAN FRANCISCO--NFAMIS
NOTEPAD

06/30/2011
3:25 PM

ATTACHED TO : DOCUMENT NUMBER : EJAT11000151 01
PAGE : 01 OF 01

06/30/2011: MODIFICATION NO. 15 TO ADD \$497,657 AND EXTEND THE TERM OF THE
AGREEMENT FROM 06/30/2011 TO 12/31/2012 FOR REVISED WORK PLAN FOR 2011 AND
2012. TOTAL CONTRACT AMOUNT AS MODIFIED NTE \$16,694,421.00; CONTRACT TERM
THROUGH 12/31/2012.

EXPIRATION DATES:
G/L: 06/28/2012
A/L: 03/01/2012
W/C: 07/01/2012
P/L: 06/28/2012

(CC)

FAML8025 V5.1
LINK TO:

CITY AND COUNTY OF SAN FRANCISCO--NFAMIS
DOCUMENT AUTHORIZATION TRACKING -ARCHIVE

06/30/2011
3:25 PM

DOCUMENT NO : EJAT11000151 NOTEPAD : Y CUMULATIVE DAYS :

DATE	TIME	DEPARTMENT	USER	APPR LVL	DYS STAT
06/30/2011	2:36PM	DPW	CARLOS, MARIA CARINA	001	INIT
06/30/2011	3:21PM		LI, SHIRLEY	190	AUTH

FAML6051 V5.1
LINK TO:

CITY AND COUNTY OF SAN FRANCISCO--NFAMIS
DOCUMENT INQUIRY

06/30/2011
3:26 PM

FISCAL MO/YEAR : 12 2011 CREATE/UPDTE DT: 07/19/2003 06/30/2011
DOCUMENT : ENAT04000001 01 DUE DATE : 06/14/2011
INDX PWA595LPFLOC BOA-AAT/DA5/13/PP/LHH SINGLE CHK IND: Y NOTEPAD IND: Y
VEND 35190 01 COOPER PUGEDA MANAGEM TREAS NO :
G/L 470 ENCUMBRANCES UC
SOBJ 02799 OTHER PROFESSIONAL SE SBSB
PROJ CHLSNF LAGUNA HONDA HOSPITAL GRNT
PRDT SNCM50 8200A-TURNER CONSTR/C GRDT

S	JUNE 2011	JULY 2011	PRIOR YEAR
ORIGINAL AMOUNT	1,150,165.00	1,150,165.00	1,150,165.00
ADJUSTMENTS	13,532,281.00	13,532,281.00	11,637,328.17
LIQUIDATIONS	-13,906,240.33	-13,906,240.33	-12,787,493.17
REMAINING BALAN	776,205.67	776,205.67	.00
PAYMENT/RECEIPT	13,906,240.33	13,906,240.33	12,787,493.17
RETAINAGE/LIENS	.00	.00	.00
DELINQUENCY CHA	.00	.00	.00

FAML6052 V5.1
LINK TO:

CITY AND COUNTY OF SAN FRANCISCO--NFAMIS
DOCUMENT DETAIL INQUIRY

06/30/2011
3:27 PM

PERIOD 12 2011 JUNE 2011 POST DOC : -ENAT04000001 01 BAL TYPE : 11 ADJUSTMENT

S	POST DATE	PERIOD	T/C	DOCUMENT NO	TREAS NO	BANK NO	DUE DATE
					CURR		AMOUNT
	09/28/2010	01 2011	811	RCSF11032435 01			
	NEW YEAR DOCUMENT CARRYOVER						3,968.83
	08/26/2010	02 2011	141	EJAT11000015 01			
	8200A/CPM MOD #13/DPW#		173,547				499,992.00
	06/14/2011	12 2011	141	EJAT11000138 01			
	8200A/CPM MOD #14/DPW#		173,547				893,335.00
	06/30/2011	12 2011	141	EJAT11000151 01			
	8200A/CPM MOD #15/DPW#		173,547				497,657.00

MODIFICATION NO. 15 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547

Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco
Department of Public Works
Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0935

MODIFICATION NO. 15 TO THE AGREEMENT

Between the City and County of San Francisco and

COOPER PUGEDA MANAGEMENT, INC.

The City and County of San Francisco and Cooper Pugaeda Management, Inc. have entered into an Agreement dated July 31, 2002. This Modification to the Agreement ("Modification No. 14") dated June 15, 2011 in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugaeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugaeda Management, Inc., Joint Venture.

RECITALS

WHEREAS, the parties intend to increase the compensation to be paid to CM by \$497,657;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges for revised Work Plan for 2011 and Work Plan 2012;

WHEREAS, the parties intend to extend the term of the Agreement;

Now, THEREFORE, the parties agree as follows:

A. Modify the Contract by amending Section 5 - "Compensation," as follows:

FROM:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed **sixteen million one hundred ninety-six thousand seven hundred and sixty-four (\$16,196,764)** inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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."

TO:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed **sixteen million six hundred ninety-four thousand four hundred and twenty-one (\$16,694,421)** inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. 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.”

B. Modify the Contract by amending Article 2. Term of the Agreement as follows:

FROM:

“Subject to Section 1, the term of this Agreement shall be from March 15, 2001 to June 30, 2011.”

TO:

“Subject to Section 1, the term of this Agreement shall be from March 15, 2001 to December 31, 2012.”

- C. Modify the Contract by replacing Appendix A – Services to be Provided by CM in its entirety to reflect the scope of work for Work Plan 2011 and 2012 attached hereto as Attachment 1.
- D. Appendix B – Calculation of Charges – replacing the 2011 Work Plan dated 06/10/11 with 2012 Work Plan dated 06/10/11, and add 2011 Work Plan dated 06/10/11.
- E. In all other respects, the provisions of the Agreement dated July 31, 2002 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 15 to the Agreement on the day first mentioned above.

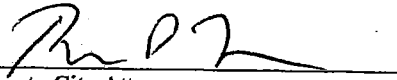
CITY


Signature for Department

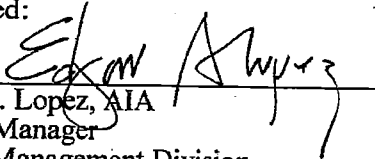
John Thomas
Printed Name

Approved as to Form:

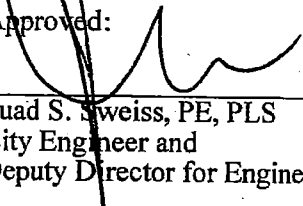
Dennis J. Herrera
City Attorney

By 
Deputy City Attorney

Approved:


Edgar A. Lopez, AIA
Bureau Manager
Project Management Division


Approved:


Fuad S. Sweiss, PE, PLS
City Engineer and
Deputy Director for Engineering

Approved:


Edward D. Reiskin
Director of Public Works

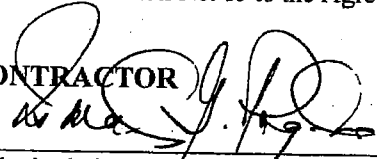
Approved:


Amy L. Brown
Acting City Administrator

Attachments:

- Attachment 1 – Appendix A – Services to be Provided by CM
- Attachment 2 – Appendix B – Calculation of Charges for Work Plan 2011 and 2012 dated June 15, 2011
- Attachment 3 – HRC form 10

CONTRACTOR


Authorized Signature

Ismael Pugeda, President
Printed Name and Title

Cooper Pugeda Management, Inc.
Company Name

65 McCoppin Street
Address

San Francisco, CA 94103
City, State, ZIP

(415) 543-6515
Phone Number

94-3227941
Federal Employer ID Number

Attachment 1
Appendix A – Services to be Provided by CM

Attachment 1
Appendix A – "Services to be Provided by CM"

Cooper Puga Management
ENAT0400001
Modification No. 15

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

1. Prepare independent estimates.
2. Document Change Order Entitlement and Reasonableness where directed.
3. Provide assistance to change order tracking, project control system maintenance
4. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
5. Work with the IOR Staff to prepare close-out and documentation binders.
6. Attend OSHPD review meetings and follow-up with outstanding items.
7. Provide OSHPD Certified Inspectors of Record when directed
8. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.
9. Coordinate communications between IOR and LHH Operations.
10. Facilitate the communication between the IOR staff, contractors, Turner (Construction Manager's) and LHH Operations.
11. Ensure Testing Lab documentation is current and complete.
12. Review Invoicing from Construction Manager and Special Inspection Firms as requested by City.
13. Manage document flow, filing and other administrative duties as directed by City
14. Provide administrative support to the City.
15. Maintain the program's database for tracking cost controls.
16. Assist the Project Manager as directed.
17. Seismic Bracing Coordinator to assist Turner in the coordination, installation and troubleshooting of seismic bracing connections as directed by the City.
18. Document Control Engineer to perform document control duties to render a complete set of OSHPD and Project documents and assist in the posting of the RFI's and Bulletins to the various plan sets.
19. Force Account Coordinator to assist Turner in the tracking and of force account elements in the field as directed by the City.
20. Low Voltage / Security System Coordinator to assist Turner in the coordination, installation, and troubleshooting of the security system and various low voltage systems as directed by the City.
21. Electrical Systems Coordinator to assist Turner in the coordination, installation, and troubleshooting of the various electrical components for the project as directed by the City.
22. Mechanical, Distribution, and Plumbing coordinator to assist Turner in the coordination, installation, and troubleshooting of the mechanical and plumbing systems as directed by the City.
23. Exterior and Interior Framing and window wall coordinator to assist Turner in the coordination, installation of the interior framing and exterior window wall systems as directed by the City.

Attachment 2
Appendix B – Calculation of Charges

Cooper Pugheda Management
ENAT04000001

Work Plan 2011 - REVISED
Modification No. 15
June 10, 2011

2011 MOD #15 BUDGET		AUG SEP OCT NOV DEC												TOTAL
Personnel		Name												TOTAL
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	Variance	
\$	18,356	29,333	16,370	22,243	30,479	30,479	30,479	30,479	30,479	30,479	30,479	30,479	30,479	
	Project Manager													
	Field Engineer													
	OSHPD Inspector													
	Scheduling Engineer													
	Field Engineer													
	Elec & Low Voltage Coordinator													
	Administrative Assistant													
	Document Control													
	Office Manager/Assistant (1)													
	Mark-up (CM, WAS, BDI, JKL)													
	Subtotal - CPM													
	OSHPD Inspector													
	Subtotal - BDI													
	Subtotal - JKL													
	Estimator IV													
	Estimator VI													
	Document Control													
	Estimator													
	Subtotal - CH West													
	ISS Coordinator													
	Subtotal - JKL													
	MIS Support													
	ASR Allowance													
	ASR-72 - Contractor Services for Stephanie Clarke-Finch (04/17/10 - 07/20/10)													
	ASR-73 - Contractor Services for Stephanie Clarke-Finch (08/01/10 - 08/31/10)													
	Subtotal - Additional Consultants													
	TOTAL HOURS													
	CPM													
	CH West													
	BDI													
	JKL													

Cooper Pugeda Management
ENATD4000001

Work Plan 2012 - PROPOSED
Modification No. 15
June 10, 2011

2012 MOD #15 BUDGET	Personnel	Name	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	Hourly Rate	Billing Rate	Extension	7% Fee	2012 REVISED BUDGET	Variance	
	CPM	Project Manager													0	\$ 61.45	\$ 135.23	\$ -	\$ -	\$ -	\$ -	\$ -
		William Sorlett													1,440	\$ 71.24	\$ 159.51	\$ -	\$ -	\$ -	\$ -	\$ -
		OSHPD Inspector	160	160	160	160	160	160	160	160	160	160	160	160	112	\$ 65.00	\$ 139.72	\$ 201,240	\$ 14,087	\$ 215,327	\$ 215,327	
		Scheduling Engineer	8	8	8	8	8	8	24	40					0	\$ 82.30	\$ 175.94	\$ 11,530	\$ 814	\$ 12,444	\$ 12,444	
		Field Engineer													0	\$ 82.27	\$ 175.79	\$ -	\$ -	\$ -	\$ -	
		Field Engineer													0	\$ 92.94	\$ 200.62	\$ -	\$ -	\$ -	\$ -	
		Field Engineer													0	\$ 46.80	\$ 100.62	\$ -	\$ -	\$ -	\$ -	
		Field Engineer													0	\$ 25.00	\$ 53.75	\$ -	\$ -	\$ -	\$ -	
		Administrative Assistant													0	\$ 35.43	\$ 71.87	\$ -	\$ -	\$ -	\$ -	
		Document Control													0	\$ 32.00	\$ 68.30	\$ -	\$ -	\$ -	\$ -	
		Office Manager / Assistant (1)	80	80	80	80	80	80	80	80	80	80	80	80	480	\$ 32.00	\$ 68.30	\$ 33,024	\$ 2,312	\$ 35,336	\$ 35,336	
		Minna Cotter													0	\$ 415	\$ 29	\$ -	\$ -	\$ 444	\$ 444	
		Mark-up % (CM West, BOI, JKL)	248	248	248	248	248	184	200	160	160	0	0	0	2,032	\$ 69.44	\$ 136.39	\$ 245,309	\$ 17,242	\$ 262,551	\$ 262,551	
		Subtotal - CPM													0							
		OSHPD Inspector													0	\$ 61.80	\$ 132.87	\$ -	\$ -	\$ -	\$ -	
		Estimator IV													0	\$ 42.87	\$ 92.17	\$ -	\$ -	\$ -	\$ -	
		Estimator VII	20	20	20	20	20	80							180	\$ 53.56	\$ 115.15	\$ 20,720	\$ 1,451	\$ 22,179	\$ 22,179	
		Document Control													0	\$ 33.43	\$ 71.68	\$ -	\$ -	\$ -	\$ -	
		Estimator													0	\$ 54.58	\$ 117.37	\$ -	\$ -	\$ -	\$ -	
		Subtotal - CM West	20	20	20	20	20	80	0	0	0	0	0	0	180			\$ 20,728	\$ 1,451	\$ 22,179	\$ 22,179	
		JKL Commission													0	\$ 61.80	\$ 132.87	\$ -	\$ -	\$ -	\$ -	
		ISS Coordinator													0	\$ 40.00	\$ 86.00	\$ -	\$ -	\$ -	\$ -	
		Subtotal - JKL	0	0	0	0	0	0	0	0	0	0	0	0	0			\$ -	\$ -	\$ -	\$ -	
		ADDITIONAL ALLOWANCE													0	\$ 50.13	\$ 112.79	\$ 60,000	\$ -	\$ 60,000	\$ 60,000	
		MIS Support													0			\$ -	\$ -	\$ -	\$ -	
		ASR Allowance													0			\$ -	\$ -	\$ -	\$ -	
		Subtotal - Additional Consultants													0			\$ 60,000	\$ -	\$ 60,000	\$ 60,000	
		TOTAL HOURS	248	248	248	248	248	248	184	200	160	0	0	0	2,832							
		CPM	248	248	248	248	248	248	184	200	160	0	0	0	2,832							
		CM West	20	20	20	20	20	80	0	0	0	0	0	0	180							
		BOI	0	0	0	0	0	0	0	0	0	0	0	0	0							
		JKL	0	0	0	0	0	0	0	0	0	0	0	0	0							

Attachment 3
HRC FORM 10

**HRC FORM 10
CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS
ENAT04000001 MODIFICATION NO. 15**

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project: Laguna Honda Hospital Replacement Program

Original Contract Amount: \$601,000

Contract Amount as Modified to Date: \$16,196,764

Amount of current Modification Request: \$497,657 & contract term extension from 6/30/11 thru 12/31/12

REQUIRED ATTACHMENTS:

1. Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.
2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.

See Attachment 2, Forecast, Work Plan 2010 and 2011 dated June 10, 2011

3. A list of the contractors and subcontractors working on this amendment, modification, supplement or change order with the contract dollars for each individual firm.

See Attachment 1, Forecast, Work Plan 2010 and 2011 dated June 10, 2011

4. A brief description of the work to be performed under this amendment, modification, supplement or change order.

See Attachment 1, Services to be Provided by CM

Contractor Owner/Authorized Representative: 

Ismael Puga, President

Phone: (415) 543-6515

Date: 6/15/11

FOR HRC USE ONLY. Received: _____

APPROVED:

HRC Representative: _____ Date: _____

HRC FORM 10
CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS
ENAT04000001 MODIFICATION NO. 15

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project: Laguna Honda Hospital Replacement Program

Original Contract Amount: \$601,000

Contract Amount as Modified to Date: \$16,196,764

Amount of current Modification Request: \$497,657 & contract term extension from 6/30/11 thru 12/31/12

REQUIRED ATTACHMENTS:

1. Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.
2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.
See Attachment 2, Forecast, Work Plan 2010 and 2011 dated June 10, 2011
3. A list of the contractors and subcontractors working on this amendment, modification, supplement or change order with the contract dollars for each individual firm.
See Attachment 1, Forecast, Work Plan 2010 and 2011 dated June 10, 2011
4. A brief description of the work to be performed under this amendment, modification, supplement or change order.
See Attachment 1, Services to be Provided by CM

Contractor Owner/Authorized Representative: 

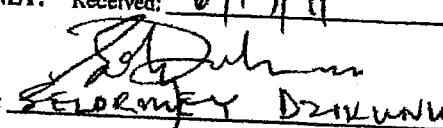
Ismael Puga, President

Phone: (415) 543-6515

Date: 6/15/11

FOR HRC USE ONLY. Received: 6/17/11

APPROVED:

HRC Representative: 

Date: 6/17/11

