

CITY AND COUNTY OF SAN FRANCISCO

CONTRACT ORDER

CONTRACT WITH:

PGH WONG & PARTNERS JV

182 2ND STREET, SUITE 500
SAN FRANCISCO, CA 95105

Original
 Modification - Increase
 - Decrease
 Other

Department: 27 Airport Commission		Controller No.: 0000159674 & 0000320412 0000378083
Department Contact: KRIS OPBROEK		Tel. No: (650) 821-5316
PS Contract No. 1000009229		Date: 05/31/2022 Page <u>1</u> of <u>1</u>
* Category Code 95877	Supplier No. 0000029434	Job No. CT 10072.41

Period Covered: 3/13/2018 – 12/31/2023	Amount: \$0	
Insurance Required	PGH Wong	Avila & Ass.
Worker's Comp.	12/18/2022	02/20/2023
Comp. Gen. Liab.	12/18/2022	02/20/2023
Automobile	12/18/2022	02/20/2023
Umbrella	12/18/2022	02/20/2023
Professional Liab.	12/15/2022	02/20/2023

FOR THE PURPOSE OF: MODIFICATION NO.7 FOR CT10072.41 - PROGRAM MANAGEMENT SUPPORT SERVICES (PMSS) FOR THE COURTYARD 3 CONNECTOR PROJECT

TO PROVIDE OVARALL MANAGEMENT EXPERTISE AND OVERSIGHT OF THE COURTYARD 3 CONNECTOR PROJECT FOR A TOTAL NOT TO EXCEED AMOUNT OF \$17,250,000. THIS MODIFICATION 7 IS HEREBY AMENDED TO EXTEND THE TERM OF AGREEMENT FOR ADDITIONAL YEAR AND SIX MONTHS FOR A NEW ENDING DATE OF DECEMBER 31, 2023.

PSC 47501-16/17 APPROVED AMOUNT: \$350,000,000
 PSC FORM 2 (7/1/2017 - 06/30/2020) : \$17,250,000


PREVIOUS ENCUMBRANCE:	2,882,900.00	(0000159674)
PREVIOUS ENCUMBRANCE	2,086,100.00	(0000320412)
PREVIOUS ENCUMBRANCE	10,642,331.00	(0000378083)
ADJUSTMENT	(221,879.30)	(Reissue voucher for lost check PMT45)
THIS ENCUMBRANCE	0	(0000378083)
TOTAL ENCUMBRANCE:	\$15,388,551.70	

CONTRACT PERIOD: 03/18/2018-12/31/2023

CONTRACT AWARD: \$3,250,000 PER COMMISSION RESOLUTION NO. 17-0321. \$5,000,000 PER COMMISSION RESOLUTION NO. 19-0030. \$1,500,000 PER COMMISSION RESOLUTION NO. 20-0028. \$7,500,000 PER COMMISSION RESOLUTION NO. 20-0029. MOD 7 TO EXTEND CONTRACT TERM THROUGH DECEMBER 31, 2023 PER COMMISSION RESOLUTION NO. 22-0055.

Mail Invoice to: Kris Opbroek – Planning, Design & Construction
San Francisco Airport Commission P.O. Box 8097 San Francisco, CA 94128

RECOMMENDED AND APPROVED


IVAR C. SATERO Airport Director	Chief Administrative Officer, Board of Supervisor	Materials, Supplies & Services Purchaser Real Property Leases & Rents Director of Property	Certification Date: 5/31/2022
By: 			

Ln.	Document	Amount	Account	Fund	Dept	Authority	Project	Activity
1	0000378083		527990	18521	109722	19698	10004227	0033

Maintain Purchase Order

Purchase Order

Business Unit SFGOV
 PO ID 0000378083


PO Status Dispatched   
 Budget Status Valid


Change Order 10 [Current Change Reason](#)

Copy From

Hold From Further Processing

▼ Header 

*PO Date 11/25/2019 
 *Supplier PGH WONG &-001 [Supplier Search](#)
 *Supplier ID 0000029434 [Supplier Details](#)
 *Supplier HQ CA [PGH Wong & Partners](#)
 *Buyer 181180 Lin,Quan
 PO Reference AIR-10072.41 -PMSS Courtyard 3

Doc Tol Status Valid
 Backorder Status Not Backordered [Create BackOrder](#)
 Receipt Status Partial
 *Dispatch Method Print
 Purchasing Authority AIR-BID  AIRPORT COMMISSION AUTHORITY - DOCUMENT BID



Priority Medium

- [Header Details](#)
- [PO Defaults](#)
- [PO Activities](#)
- [Requisitions](#)
- ▼ Actions
- [Activity Summary](#)
- [Add Comments](#)
- [Add ShipTo Comments](#)
- [Document Status](#)

Amount Summary 

Merchandise 10,642,331.00
 Freight/Tax/Misc. 0.00
 Total Amount 10,642,331.00 USD
 Encumbrance Balance 328,258.23 USD

Add Items From 



[Catalog](#)
[Purchasing Kit](#)
[Item Search](#)

Select Lines To Display 

[Search for Lines](#) Line  To 

Lines 

[Personalize](#) | [Find](#) | [View All](#) |  |  | [Firs](#)

Line	Item	Description	PO Qty	*UOM	Category	Supplier ID	Supplier Name	Price	Merchandise Amount	Status
1		AIR10072.41 19E	1.0000	EA	95877	<input type="text"/>		9,692,331.0000	9,692,331.00	Approved
2		AIR10072.41 19A	1.0000	EA	95877			950,000.00000	950,000.00	Closed

[View Printable Version](#)
[View Approvals](#)

*Go to

Contract Entry

Contract

SetID	SHARE	Contract Version			
Contract ID	1000009229	Version	4	Status	Current
*Status	Approved	Approved Date	03/14/2019	New Version	

Administrator/Buyer 155379 Madrigal, Victor M

▼ Authored Document

Authored Status	Executed	Maintain Document
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Document Version	1.04	Sponsor	19421
Description	AIR10072.41 - PMSS Courtyard 3	Department	109722
Amendment	1	Created Date/time	02/26/2018 12:00AM
Document Administrator	56677	Last modified date	11/06/2020 8:53AM

▼ Header ?

Contract Style	General Contract
Process Option	General Contract
Supplier	PGH WONG &-001
Supplier HQ	
Supplier ID	0000029434 PGH Wong & Partners
Primary Contact	1 Veronika Tan
Supplier Contract Ref	AIR-10072.41 -PMSS Courtyard 3
Description	AIR-10072.41 -PMSS Courtyard 3
Master Contract ID	
Begin Date	03/13/2018 <input type="checkbox"/> Tax Exempt
Expire Date	06/30/2022 <input checked="" type="checkbox"/> Auto Default
Renewal Date	<input type="checkbox"/> Lock Chartfields
Control Type	
Contract Type	PS Professional Services - Chapter 6
Department	109722 AIR Capital Projects
CMD Compliance Officer	155826 Chung, James M
Purchasing Authority	AIR-BID AIRPORT COMMISSION AUTHORITY - DOCUMENT BID

PSC & BOS Information

- [Add Comments](#)
- [Contract Activities](#)
- [Primary Contact Info](#)
- [Contract Header Agreement](#)
- [Contract Releases](#)
- [Custom Fields](#)
- [Retention](#)
- [Activity Log](#)
- [Document Status](#)
- [Thresholds & Notifications](#)
- [Price Adjustment Template](#)
- [View Changes](#)
- [Current Change Reason](#)
- [Purchase Order BU Defaults](#)
- [Resource Roster](#) [Project Team](#)
- Corporate Contract

Currency	USD
Rate Date	02/26/2018 CRRNT
	<input type="checkbox"/> Must Use Contract Rate Date
	<input checked="" type="checkbox"/> Allow Multicurrency PO

▼ Contract Categories Used for Reporting(Check all that apply)

- PLA Contract - DPW/REC 14B LBE Micro Set-Aside Community Benefits Req'd Construction - CM/GC Contract Sole Source Contract

Contract Entry

- PLA Contract PUC
- PLA Contract SFO
- PLA Contract Other
- 14B LBE SF First
- 14B LBE Subs Req'd
- First Source Hiring
- Local Hire
- Prevailing Wage
- Construction - Design Build Contract
- Emergency Contract
- Lease Contract (City as Lessee)
- Mayor's ER Declaration 13th & 35th
- Mayor's ER Declaration 47th
- Bd Supervisor Add-Back

▼ Invoice Options

Invoice Number
 AP Business Unit
 Accounting Template
 Payment Terms ID
 Basis Date Type

Gross Amount 0.00 USD
 Freight Amount 0.00
 Misc Charge Amount 0.00 [Miscellaneous Charges](#)
 Sales Tax Amount 0.00
 VAT Amount 0.00

▼ Amount Summary ?

Maximum Amount 17,250,000.00 USD
 Line Item Released Amount 0.00

 Category Released Amount 15,611,331.00
 Open Item Released Amount 0.00
 Total Released Amount 15,611,331.00

Remaining Amount 1,638,669.00
 Remaining Percent 9.50

**Group
Box**

▶ Contract Open Item Reference

▼ Contract Items

[Catalog Search](#) [Item Search](#) [Search for Contract Lines](#)

Lines

Line	Item	Description	UOM	Category	Merchandise Amt				
1		AIR-10072.41 -PMSS Courtyard 3 Connector Project	EA	95877	8,250,000.00				
2		AIR-10072.41 - PMSS Courtyard 3 Connector Project	EA	95877	17,250,000.00				

[View Category Hierarchy](#) [Category Search](#)

▼ Contract Categories

Lines



1-2 of 2

- Details
- Pricing Options
- Release Amounts
- Spend Threshold

Line	Category	Description				Status
1	95877	Project Management Services				Cancelled
2	95877	Project Management Services				Active

- Save
- Return to Search
- Notify
- Refresh

- Summary
- Contacts
- Custom
- Compliance Summary

SetID SHARE

Supplier PGH Wong & Partners

Supplier ID 0000029434

Short Supplier Name PGH WONG &-001

Common Parent's Name

If the supplier is a DBA, Common Parent's Name will be listed

Joint Venture Constituents

	Joint Venture Partner ID	Description	Ownership %	LBE Type	12B Compliance Status		
1	0000003148	PGH WONG ENGINEERING INC	70		12B Compliant	+	-
2	0000005785	CFWRIGHT CONSULTING, LLC	15		12B Compliant	+	-
3	0000024856	AVILA & ASSOC CONSULTING ENGINEERS INC	15	LBE	12B Compliant	+	-
Total:			100				

Supplier HQ State CA - California

▶ **Supplier Designation**

▼ **Business Tax Registration**

	Certification Source	Effective Date	Government Classification	Certification Number	Certificate Begin Date	Certificate Expiration Date
1	TTX	11/02/2021	TAX	1080613		06/30/2022

▼ **12B Compliance Summary**


Current 12B Compliance Status: 12B Compliant

Once a supplier has done \$5,000 or more of business with the City in ANY fiscal year, 12B compliance is required thereafter. If 12B is shown below as "Not Yet" required, that means that the supplier has never reached the \$5,000 threshold in any fiscal year including past and current fiscal years to date. Please note that the "Amount this fiscal year to date" field is meant to show if this supplier is nearing the \$5,000 threshold for the current fiscal year, in which case it may soon be required to become 12B Compliant. 12B compliance is advised for all suppliers regardless of expenditure amount to avoid contracting delays.

Is 12B Compliance Required?: Yes

Amount this fiscal year to date: \$2,689,305.520



1-1 of 1

 | View All

Contract ID	Description		
1			

Comments	DeptID	Created	Analyst
1			

▶ 14B Certification Summary

Certification of Insurance
 | << < 1 of 1 > >> | View All

*Certificate Number + -

*Producer Name [Add Comments/Attachments](#)

*Insured Name

Name Additional Insured

| << < 1 of 1 > >> | View All

*Contract ID

	*Insurance Type	*Policy Number	*Effective Date	*Expiry Date	*Policy Limits	
1	<input type="text" value=""/>	<input type="text" value=""/>	05/31/2022 <input type="text" value=""/>	05/31/2022 <input type="text" value=""/>	<input type="text" value=""/>	+ -

Created By 180284

Last Modified By 176060

Created Date/time 01/03/18 4:04PM

Last Modified Date/time 09/14/20 7:46AM

[Summary](#) | [Contacts](#) | [Custom](#) | [Compliance Summary](#)

DS BB
DS k0
DS gm
DS GN
DS JDS
DS JL

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

Modification No. 7

**Contract No. 10072.41
Project Management Support Services for
the Courtyard 3 Connector Project**

THIS MODIFICATION (this “Modification”) is made effective as of April 5, 2022, in San Francisco, California, by and between **PGH Wong & Partners JV** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Airport Commission, hereinafter referred to as “**Commission.**”

RECITALS

- A. City and Contractor have entered into the Agreement for the San Francisco International Airport (the “Airport” or “SFO”) (as defined below); and
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On December 19, 2017, by Resolution No. 17-0321, the Commission awarded this Agreement to the Contractor for an amount not to exceed \$3,250,000 for the first year of services; and
- D. On September 1, 2018, City and Contractor administratively modified the Agreement to update the Contractor’s overhead rates through Modification No. 1; and
- E. On February 19, 2019, by Resolution No. 19-0030, the Commission approved Modification No. 2 increasing the contract amount by \$5,000,000 for a new total contract amount not to exceed \$8,250,000, and extending the term of the Agreement through March 12, 2020; and
- F. On August 1, 2019, City and Contractor administratively modified the Agreement to update standard contractual clauses and update the direct labor rates through Modification No. 3; and
- G. On November 5, 2019, by Resolution No. 19-0273, the Commission approved Modification No. 4 increasing the contract amount by \$9,000,000 for a new total contract amount not to exceed \$17,250,000, extending the term of the Agreement for services through June 30, 2022, and seeking Board of Supervisors approval of Modification No. 4; and
- H. After the Commission adopted Resolution No. 19-0273, the Contractor informed the Airport that CFWright Consulting, LLC had resigned from the joint venture, and therefore, Staff neither executed nor sought Board of Supervisors approval of Modification No. 4; and
- I. On February 18, 2020, by Resolution No. 20-0028, the Commission approved a revised Modification No. 4, dated March 1, 2020, increasing the contract amount by \$1,500,000 for a new total contract amount not to exceed \$9,750,000, extending the term of the Agreement for services through June 30, 2022, and recognizing CFWright Consulting, LLC’s complete withdrawal as a member of the joint

venture that is the Contractor for this Agreement. Standard contractual clauses were also updated through Modification No. 4; and

J. On February 18, 2020, by Resolution No. 20-0029, the Commission approved Modification No. 5 increasing the contract amount by \$7,500,000 for a new total contract amount not to exceed \$17,250,000; and

K. On June 23, 2020, by Resolution No. 279-20, the Board of Supervisors approved Modification No. 5 under San Francisco Charter Section 9.118; and

L. On July 1, 2020, City and Contractor administratively modified the Agreement to amend Appendix B, Calculation of Charges, and to update standard contractual clauses through Modification No. 6; and

M. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term of the Agreement, update standard contractual clauses, and to add Stok LLC to the list of approved subcontractors; and

N. On April 5, 2022, by Resolution No. 22-0055, the Commission approved this Modification to extend the term of the Agreement for services through December 31, 2023, with no change to the contract amount; and

O. Approval for this Agreement was obtained when the Department of Human Resources approved Modification No. 1 to PSC No. 47501-16/17 on November 29, 2021; and

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

Now, THEREFORE, Contractor and City agree as follows:

1. **Section 1.1 Agreement** is hereby replaced in its entirety with the following:

1.1 “Agreement” means the contract document dated December 19, 2017; Modification No. 1 dated September 1, 2018; Modification No. 2 dated February 19, 2019; Modification No. 3 dated August 1, 2019; Modification No. 4 dated March 1, 2020; Modification No. 5 dated July 3, 2020; and Modification No. 6 dated July 1, 2020, and includes all attached appendices, and all applicable City ordinances and “Mandatory City Requirements” specifically incorporated by reference into the Agreement.

2. **Section 1.11 “City Data” or “Data”** is hereby replaced in its entirety with the following:

1.11 “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

3. A new **Section 1.13 Digital Signature** is added to the Agreement to read as follows:

1.13 “Digital Signature” means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature.

4. **Article 2. Term of the Agreement** is hereby amended to extend the term of the Agreement for an additional year and six months for a new ending date of **December 31, 2023**.

5. **Section 3.3.1 Payment** is hereby replaced in its entirety with the following:

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Seventeen Million Two Hundred Fifty Thousand Dollars (\$17,250,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of payment may be withheld until conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

6. **Section 3.3.4 Invoice Format** is hereby replaced in its entirety with the following:

3.3.4 **Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the City's financial and procurement system ("PeopleSoft") Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

7. **Section 3.3.5 LBE Payment and Utilization Tracking System** is hereby replaced in its entirety with the following:

3.3.5 **LBE Payment and Utilization Tracking System.** Contractor shall pay LBE subcontractors within three business days as provided under Chapter 14B.7(H)(9). Within ten business days of City's payment of an invoice, Contractor shall confirm that all subcontractors have been paid in the Payment Module of the City's Supplier Portal unless instructed otherwise by CMD. Failure to submit all required payment information to the City's Financial System with each payment request may result in the withholding of 20% of the payment due. Self-Service Training is located at this link: <https://sfcitypartnersfgov.org/pages/training.aspx>.

8. **Section 3.3.6 Getting paid for goods and/or services from the City** is hereby replaced in its entirety with the following:

3.3.6 **Getting Paid by the City for Goods and/or Services.**

(a) The City utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in PeopleSoft via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

9. **Section 4.3 Subcontracting** is hereby replaced in its entirety with the following:

4.3 **Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 “Additional Requirements Incorporated by Reference” and Article 13 “Data and Security” of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

10. **Section 8.4.1** is hereby amended to add “Section 8.2.2 Exercise of Default Remedies” to the table in Section 8.4.1 that sets forth the provisions of the Agreement that shall survive termination or expiration of the Agreement.

11. A new **Section 11.1.1** is added to the Agreement to read as follows:

11.1.1 The Parties consent to the use of Digital Signatures, affixed using the City’s DocuSign platform, to execute this Modification No. 7 and all subsequent modifications to the Agreement.

12. **Article 13. Data and Security** is hereby replaced in its entirety with the following:

Article 13 Data and Security

13.1 Nondisclosure of City Data, Private or Confidential Information.

13.1.1 **Protection of Private Information.** If this Agreement requires City to disclose “Private Information” to Contractor within the meaning of Administrative Code Chapter 12M (“Chapter 12M”), Contractor and subcontractor shall use such information only consistent with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 **Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data and /or Confidential Information, the disclosure of which to third parties may damage City. If City discloses City Data or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own confidential information.

13.2 **Payment Card Industry (“PCI”) Requirements.** Not applicable

13.3 **Business Associate Agreement.** Not applicable

13.4 **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

13.5 Management of City Data and Confidential Information.

13.5.1 **Use of City Data and Confidential Information.** Contractor agrees to hold City Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City Data outside the United States is subject to prior written authorization by the City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to provide Services on a need-to-know basis only. Contractor is provided a limited non-

exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing in this Agreement shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.5.2 Disposition of Confidential Information. Upon request of City or termination or expiration of this Agreement, and under any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City's Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors' environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging," or "physical destruction," consistent with National Institute of Standards and Technology Special Publication 800-88 or most current industry standard.

13. **Paragraph 3.1.3 of Appendix B, Calculation of Charges,** is hereby replaced in its entirety with the following to add new classifications and its respective rates:

3.1.3 The approved direct labor rates are as follows:

Position/Classification	Direct Labor Rate Range	
	Low	High
Administrative Assistant - FSH	\$21	\$41.60
Airfield and Aircraft Systems Manager	\$70	\$97.76
Airline Coordinator/Resident Engineer	\$66	\$92.56
Assistant Resident Engineer	\$54	\$78.00
Baggage Handling Manager	\$70	\$97.76
Commissioning Team Leader	\$76.92	\$80.00
Concessions Coordinator	\$66	\$92.56
Constructability Reviewer	\$66	\$92.56
Construction Manager	\$79	\$109.20
Cost Control/Lead Office Engineer	\$54	\$78.00
Cost Estimator	\$59	\$84.24
Deputy Design Manager - SEP	\$56	\$80.08
Design Manager	\$74	\$102.96
Document Control Manager	\$43	\$64.48
Environmental Technical Support	\$61	\$87.36
Field Engineer	\$40	\$60.32
Geotechnical Technical Support	\$61	\$87.36

Intern	\$21	\$37.44
Lab / Material Testing Technician	\$39	\$59.28
MEP Manager	\$70	\$97.76
Office Engineer	\$54	\$78.00
Program Manager	\$84	\$115.44
Project Controls Engineer	\$54	\$78.00
Project Controls Manager	\$74	\$102.96
Project Engineer	\$36.54	\$42.00
Project Manager	\$84	\$115.44
QA Inspector	\$50	\$71.76
QA/QC/Code Compliance/Safety	\$50	\$86.32
Resident Engineer	\$70	\$97.76
Scheduler	\$56	\$83.20
Senior Cost Estimator	\$74	\$102.96
Senior Inspector	\$63	\$89.44
Senior Scheduler	\$79	\$109.20
SEP Manager	\$70	\$97.76
Signage and Phasing Coordinator	\$66	\$93.60
Senior Commissioning Engineer	\$71.15	\$80.00
Senior Engineer	\$48.08	\$50.00
Special Inspector	\$50	\$89.44
Special Inspector (OSHDP)	\$63	\$89.44
Special Systems Manager	\$84	\$115.44
Special Systems Support	\$59	\$84.24
Sustainability Manager	\$66	\$92.56
Tenant Space Coordinator	\$50	\$72.80
TSA OTA Technical Review	\$59	\$84.24

14. A new **Paragraph 3.5 Approved Subcontractors** is added to **Appendix B, Calculation of Charges**, as follows:

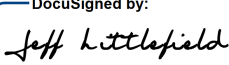
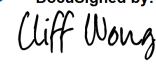
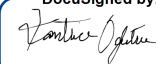
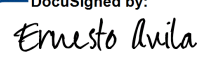
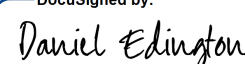
3.5 Approved Subcontractors

The approved subcontractors are as follows:

Chaves & Associates
Montez Group
Saylor Consulting Group
Stok LLC
Studio 151
UDC Pros

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

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

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By: <u>DocuSigned by:  <small>551EA0A2B0214A0...</small></u> Ivar C. Satero, Airport Director	By: <u>DocuSigned by:  <small>7B2B06C55EC54D9...</small></u> Authorized Signature
Attest:	<u>Cliff Wong</u> Printed Name
By: <u>DocuSigned by:  <small>85B9720881A341D</small></u> Kantrice Ogletree, Secretary Airport Commission	<u>President, PGH Wong Engineering, Inc.</u> Title
Resolution No: 22-0055	By: <u>DocuSigned by:  <small>003F3383BC8F4AA...</small></u> Authorized Signature
Adopted on: April 5, 2022	<u>Ernesto A. Avila</u> Printed Name
Approved as to Form:	<u>President</u> <u>Avila and Associates Consulting Engineers, Inc.</u> Title
David Chiu City Attorney	<u>PGH Wong & Partners JV</u> Company Name
By: <u>DocuSigned by:  <small>FAC8E30F96404BE...</small></u> Daniel A. Edington Deputy City Attorney	<u>182 2nd Street, Suite 500</u> Address
	<u>San Francisco, California 94105</u> City, State, ZIP
	<u>(415) 566-0800</u> Telephone Number
	<u>0000029434</u> City Supplier ID
	<u>82-3487026</u> Federal Employer ID Number

AIRPORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO
RESOLUTION NO. 22-0055

APPROVAL OF MODIFICATION NO. 7 TO PROFESSIONAL SERVICES CONTRACT NO. 10072.41, PROJECT MANAGEMENT SUPPORT SERVICES FOR THE COURTYARD 3 CONNECTOR PROJECT WITH PGH WONG & PARTNERS JV, TO EXTEND THE CONTRACT FOR SERVICES THROUGH DECEMBER 31, 2023 WITH NO CHANGE TO THE CONTRACT AMOUNT

- WHEREAS, the Courtyard 3 Connector Project (Project) was the subject of a Negative Declaration prepared by the San Francisco Planning Department, Environmental Planning Division, dated July 28, 2017, in accordance with the requirements of the California Environmental Quality Act, Cal. Public Resources Code Sec. 21000, *et seq.* (CEQA); Title 14, Section 15000, *et seq.* of the Code of California Regulations (CEQA Guidelines); and Chapter 31 of the San Francisco Administrative Code; and
- WHEREAS, on August 15, 2017, by Resolution No. 17-0188, the Commission adopted the Final Negative Declaration for the Project and adopted as its own the findings made therein by the San Francisco Planning Department, Environmental Planning Division, including Improvement Measure I-TR, Coordinated Construction Traffic Control Plan, as required by CEQA; and
- WHEREAS, since the Negative Declaration was finalized, there have been no substantial project changes and no substantial changes in project circumstances that would require major revisions to the Negative Declaration due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the Negative Declaration; and
- WHEREAS, the Project is constructing a new pre-security and post-security connector between Terminal 2 and Terminal 3, as well as an adjacent building for office space, tenant lease space, passenger amenities, and lounges; and
- WHEREAS, the Project Management Support Services (PMSS) consultant provides overall management expertise and oversight of the Project, by performing tasks including design and construction management services, project controls, contract administration, cost estimating services, and field inspection; and
- WHEREAS, on December 19, 2017, by Resolution No. 17-0321, the Commission awarded this PMSS Contract to PGH Wong & Partners JV, a joint venture then consisting of PGH Wong Engineering, Inc., CFWright Consulting, LLC, and Avila and Associates Consulting Engineers, Inc., for the Project in the not-to-exceed amount of \$3,250,000 for one year of services; and

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 22-0055

WHEREAS, through various Resolutions, the Commission approved Modification Nos. 1, 2, and 5, increasing the Contract not-to-exceed amount to \$17,250,000, extending the Contract duration through June 30, 2022; and Modification Nos. 3, 4, and 6 were administrative modifications adjusting the Contractor's labor rates and administratively modifying the Contract to acknowledge that CFWright Consulting, LLC is no longer a member of the joint venture PGH Wong & Partners JV; and

WHEREAS, on June 23, 2020, by Resolution No. 279-20 the BOS adopted the Final Negative Declaration for the Project and approved Modification No. 5 for a new Contract not-to-exceed amount of \$17,250,000; and

WHEREAS, in November 2020, the Airport suspended the construction of interior finishes of the Project's office building scope of work as a cost-savings measure due to the economic effects of COVID-19, and reduced the Contract budget accordingly; and

WHEREAS, Modification No. 7 would extend the Contract for services through December 31, 2023, with no change to the Contract amount; and

WHEREAS, the City's Contract Monitoring Division has approved a Local Business Enterprise subcontractor participation requirement of 21% for this Contract and PGH Wong & Partners JV has committed to meeting that requirement; now, therefore, be it

RESOLVED, the Commission has reviewed and considered the Final Negative Declaration, and record as a whole, finds that they are adequate for its use as the decision-making body for the approval of Modification No. 7 to Contract No. 10072.41, and incorporates the CEQA findings contained in Resolution No.17-0188 as though set forth in this Resolution; and, be it further

RESOLVED, that the Commission hereby approves Modification No. 7 to Professional Services Contract No. 10072.41, Project Management Support Services for the Courtyard 3 Connector Project with PGH Wong & Partners JV, a joint venture between PGH Wong Engineering, Inc., and Avila and Associates Consulting Engineers, Inc., to extend the Contract for services through December 31, 2023, with no change to the Contract amount.

Page 2 of 2

I hereby certify that the foregoing resolution was adopted by the Airport Commission

APR 5 2022

at its meeting of _____



Secretary

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSIONDept. Code: AIRType of Request: Initial Modification of an existing PSC (PSC # 47501 - 16/17)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Project Management Support Services (PMSS) and Design-Build (DB) Services for the Terminal 2 tFunding Source: Capital FundsPSC Original Approved Amount: \$280,000,000PSC Original Approved Duration: 08/01/17 - 08/01/22 (5 years 1 day)PSC Mod#1 Amount: \$70,000,000PSC Mod#1 Duration: 08/01/22-01/25/25 (2 years 25 weeks)PSC Cumulative Amount Proposed: \$350,000,000PSC Cumulative Duration Proposed: 7 years 25 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Project Management Support Services (PMSS) and Design-Build (DB) service teams with airport design and management expertise are required to manage the design and construction of the Terminal 2 (T2) to Terminal 3 (T3) Secure Connector Project (Project). Services to be provided include project controls, scheduling, document control, design management, contracts management, architectural and engineering design services, and construction of the project. The scope of work of this Project includes, 1) the design and construction of a new, elevated, secure connector for passengers to efficiently and securely connect between T2 and T3, and 2) an associated building addition that will provide additional square footage for passenger amenities, lounge areas, and airline or other tenant office space. To accommodate the new building addition, the Project will relocate the Airport's Emergency Operations Center and Communication Center. Both are critical to safe and secure airport operations and neither can be out of service for any period of time. Relocation of these facilities includes complex infrastructure modifications and specialized handling of equipment. Additionally, work related to airport security systems, airfield geometry and aircraft systems will be required for the new build out and this Project will facilitate systems connections and the future installation of new baggage handling system transfer line between the terminals. Sustainable growth and continuing the San Francisco International Airport (Airport) leadership in the Green House Gas (GHG) reduction and achieving a minimum for a Leadership in Energy and Environmental Design (LEED) Gold Certification will be requirements. Sustainable building practices for The Project will consist of being Net Zero ready including but not limited to energy, carbon and waste.

The PMSS portion will be approximately \$20,000,000.

The DB portion will be approximately \$260,000,000 which includes approximately \$20,000,000 for design and \$240,000,000 for construction.

B. Explain why this service is necessary and the consequence of denial:

As a result of the significant passenger growth and forecasted demand, the Airport will build a new secure connector between T2 and T3 to provide greater flexibility for gates use and to improve the passenger experience, as well as, creating new square footage to meet airline and airport needs. Additionally, relocation of the Emergency Operations Center and Communication Center are highly sensitive activities. Any interruption to these facilities would have major impacts to operations throughout the Airport. If the services for this project are denied, the project will be delayed, resulting in loss of revenue by not having gate flexibility, decreased level of service to passengers that need to go through security more than once for connecting flights at different terminals, and insufficient square footage to meet airline and airport needs.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Yes, PSC 47501-16/17

D. Will the contract(s) be renewed?

Yes, if there continues to be a need for such services at the Airport.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

Need to extend for time since there have been delays because of the pandemic.

2. Reason(s) for the Request

A. Display all that apply

Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

Explain the qualifying circumstances:

This capital project is site specific with a fixed scope of work and a clear completion date. Special knowledge and expertise include project controls, scheduling, document control, design management, contracts management, architectural and engineering design services, and construction of the project. Relocation of the Airport's Emergency Operations Center and Communication Center facilities includes complex infrastructure modifications and specialized handling of equipment. Additionally, work related to airport security systems, airfield geometry and aircraft systems will be required for the new build out and this Project will facilitate systems connections and the future installation of new baggage handling system transfer line between the terminals.

B. Reason for the request for modification:

Need to extend for time and add authority since there have been delays because of the pandemic.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: PMSS and DB teams with airport terminal design and management expertise are required. Project architectural, engineering, planning, programming and construction administration skills with direct and current experience related to airport facility development, baggage handling systems, aviation design management, integration of airline and tenant business requirements, and aviation specific project and construction management are required. This project will be constructed in a Transportation Security Administration (TSA)

designated sterile zone; therefore, expertise in designing a facility that meets security requirements, and expertise in complying with TSA security requirements while constructing within a secure area of the Airport, is required. Specialized design, construction and management expertise will also be required for the relocation of critical safety and security facilities, specifically the Airport's Emergency Operations Center and Communications Center, and their associated infrastructure.

- B. Which, if any, civil service class(es) normally perform(s) this work? 5174, Administrative Engineer; 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5218, Structural Engineer; 5241, Engineer; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 5362, Engineering Assistant; 5364, Engineering Associate 1; 5366, Engineering Associate 2; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide all construction equipment to build the project and will also provide construction office space for project team.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.
The existing Civil Service classifications do not have the required expertise and specialized skills necessary for the development, management, design and construction of a large-scale airport facility project. Knowledge of various airport systems, airline operations, baggage handling system components, passenger processing security and TSA requirements, airfield geometry, fuel hydrant systems, aircraft systems and operations, and construction management in an active airport environment are necessary. Relevant experience in maintaining critical airport safety and security facilities during construction is also required.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, it would not be practical to adopt a new civil service class to perform this work because an Airport facility project of this scope and scale does not occur frequently enough to justify permanent staffing. Once the project is completed, specialized services will not be required.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No training will be provided because an Airport facility project of this scope and scale does not occur frequently enough to justify permanent staffing.
- C. Are there legal mandates requiring the use of contractual services?
No.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes, PGH Wong & Partners JV and Hensel Phelps

7. Union Notification: On 11/18/21, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21;

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfso.com

Address: P.O. Box 8097, San Francisco, CA 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47501 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 11/29/2021

Reference: JV CT 10072.41 PGH Wong Engineering,
Inc.**AIRPORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO INTERNATIONAL AIRPORT****INTEROFFICE MEMORANDUM**TO: Victor Madrigal DATE: March 28, 2022FROM: Jan Mazyck *Jan Mazyck*SUBJECT: Approved Insurance Certificate(s) RE: JV CT 10072.41 PGH Wong
Engineering, Inc.

Enclosed for your files are copy(s) of approved certificate(s) of insurance for contract/permit number(s) with scope: To provide project management support services for the secured connector at Terminal 2 and Terminal 3.

Type of Coverage	Check if Applicable and Verified	Minimum Required Limits	Date of Expiration
General Liability	X	\$1,000,000	12/18/2022
Automobile Liability	X	\$1,000,000	12/18/2022
Workers Compensation	X	\$1,000,000	12/18/2022
Professional Liability	X	\$1,000,000	12/18/2022

Notes: Insurance meets all compliance requirements. The next insurance compliance review should be performed on or before 12/18/2022.

cc: Jenny Cheung
Evelyn Wong
Chester Cho
Anny Lee
Emi Aoki
Insurance File

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola
	PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No):
	E-MAIL ADDRESS: jerry.noyola@greyling.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Hartford Fire Insurance Co. NAIC # 19682
	INSURER B : Hartford Casualty Ins. Co. 29424
	INSURER C : Property AN Casualty Ins Co of Hartford 34690
	INSURER D : Starr Surplus Lines Insurance Company 13604
	INSURER E : Twin City Fire Insurance Co. 29459
	INSURER F :

INSURED
PGH Wong Engineering, Inc.
182 2nd St. Suite 500
San Francisco, CA 94105

COVERAGES CERTIFICATE NUMBER: 21-22 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			20UENOK8022	12/18/2021	12/18/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20UENOK8020	12/18/2021	12/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			20XHUOK8027	12/18/2021	12/18/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WEOK8H0S	12/18/2021	12/18/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof. Liab. incl. Pollution Liab.			1000633873211	12/18/2021	12/18/2022	Per Claim \$ 10,000,000 Aggregate \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract #10072.41 - Courtyard 3 Connector Project. The City & County of San Francisco, its officers, agents, employees, CF Wright Consulting LLC, Avila & Associates, Consulting Engineers Inc. & PGH Wong & Partners are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of (See Attached Descriptions)

CERTIFICATE HOLDER

City and County of San Francisco
San Francisco Int'l Airport
Airport Comission
P.O. Box 8097
San Francisco, CA 94128

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS (Continued from Page 1)

Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. PGH Wong's Professional Liability policy covers PGH Wong's Legal Liability arising out of their participation in the Joint Venture.

POLICY NUMBER: 20 UEN OK8022

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

The City & County of San Francisco, The Airport Commission of the City & County of San Francisco, its members & all of their officers, employees & agents.

P.O. Box 8097
San Francisco, CA 94128

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

~~This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.~~

POLICY NUMBER: 20 UEN OK8020

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 2/4/2020	
Named Insured PGH WONG ENGINEERING INC	Countersigned by

(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

THE CITY & COUNTY OF SAN FRANCISCO
THE AIRPORT COMMISSION OF THE CITY
& COUNTY OF SAN FRANCISCO, ITS
MEMBERS& ALL OF THEIR OFFICERS& AGT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 20WEOK8H0S

Effective Date: 12/18/2021

Named Insured and Address:

PGH Wong Engineering, Inc.
182 2nd St. Suite 500
San Francisco, CA 94105

Endorsement Number:

Effective hour is the same as stated on the Information Page of the policy.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us.

Countersigned by _____
Authorized Representative

From: [Victor Madrigal \(AIR\)](#)
To: [Jenny Cheung \(AIR\)](#)
Subject: RE: Ct 10072.41 - Modification No. 7
Date: Tuesday, May 31, 2022 2:15:02 PM
Attachments: [22-0055 Mod 7 Reso.pdf](#)
[image001.png](#)
[PSC 47501-16 17 PMSS DB T2 to T3 Secure Connector Form 1 Mod 1.pdf](#)

Hi Jenny,

Attached is the Reso and Mod.1 for PSC # 47501-16/17. I've also updated the record in PeopleSoft.

I appreciate your help. Good day,



Victor M. Madrigal Jr.
Procurement and Contracts | Planning, Design & Construction Division
San Francisco International Airport | P.O. Box 8097 | San Francisco, CA 94128
Tel 650-821-5324 | flysfo.com

From: Jenny Cheung (AIR) <Jenny.Cheung@flysfo.com>
Sent: Tuesday, May 31, 2022 11:22 AM
To: Victor Madrigal (AIR) <Victor.Madrigal@flysfo.com>
Subject: RE: Ct 10072.41 - Modification No. 7

Can you also update contract end date in People Soft as 12/31/23?

Thanks
Jenny

From: Victor Madrigal (AIR) <Victor.Madrigal@flysfo.com>
Sent: Tuesday, May 31, 2022 11:17 AM
To: Jenny Cheung (AIR) <Jenny.Cheung@flysfo.com>
Subject: RE: Ct 10072.41 - Modification No. 7

Okay----collecting the documents, and I'll send them to you shortly, thanks.



Victor M. Madrigal Jr.
Procurement and Contracts | Planning, Design & Construction Division
San Francisco International Airport | P.O. Box 8097 | San Francisco, CA 94128

Tel 650-821-5324 | flysfo.com

From: Jenny Cheung (AIR) <Jenny.Cheung@flysfo.com>
Sent: Tuesday, May 31, 2022 11:02 AM
To: Victor Madrigal (AIR) <Victor.Madrigal@flysfo.com>
Subject: RE: Ct 10072.41 - Modification No. 7

Hi Victor,

Please provide following documents:

Resolution no. 22-0055
Modification NO. 1 for PSC No. 47501-16/17

Thanks
jenny

From: Victor Madrigal (AIR) <Victor.Madrigal@flysfo.com>
Sent: Wednesday, May 25, 2022 9:53 AM
To: Jenny Cheung (AIR) <Jenny.Cheung@flysfo.com>
Subject: Ct 10072.41 - Modification No. 7

Hi Jenny,

Attached is the fully executed modification. If you have any questions, please let me know.

Thank you, and good day!



Victor M. Madrigal Jr.
Procurement and Contracts | Planning, Design & Construction Division
San Francisco International Airport | P.O. Box 8097 | San Francisco, CA 94128
Tel 650-821-5324 | flysfo.com