

ATTACHMENT 3

**CONTRACT MODIFICATIONS TO
JACOBS PROJECT MANAGEMENT CO.
AGREEMENT**



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
PROFESSIONAL SERVICE AGREEMENT MODIFICATIONS

June 7, 2010

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

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

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

Job No.: 6694A

DPW Order No.: 177,756

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

Date Posted: N/A

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

Yours truly,

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

cc: Joe Chin, DPW-Project Management

Attachments: Modification of Agreement #1

GEC:cc

Modification of Agreement - #1

Consultant Contracts

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

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

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

The City will:

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

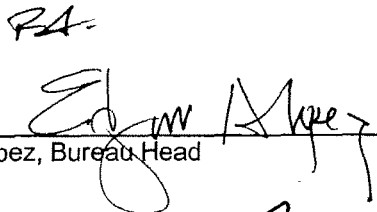
Add Subtract 0 calendar days To From the original Agreement or the latest modification as described in the referenced attachment.

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

CITY & COUNTY OF SAN FRANCISCO

CONSULTANT

Approved


Edgar Lopez, Bureau Head

Jacobs Project Management Co.
Name of Consultant Firm

Approved


Edward D. Reiskin
Director of Public Works

5757 Plaza Drive, Suite 100
Address

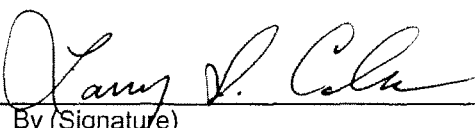
Approved

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

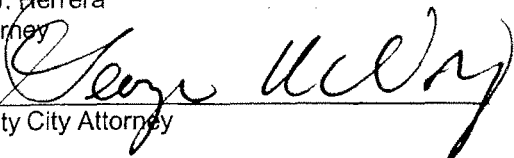
Cypress, CA 90630
City, State, Zip

Approved

N/A
Edwin M. Lee, City Administrator


By (Signature)

Approved as to Form:
Dennis J. Herrera
City Attorney


By Deputy City Attorney

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

**ATTACHMENT A
CONTRACT MODIFICATION 1**

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

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

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

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

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

Close-Out Phase Services

Post-Construction Phase Services

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

Appendix A – Scope of Work

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

Appendix B – Calculation of Charges

TOTAL COMPENSATION (Fee + Reimbursables):

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

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

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

APPENDIX A
SCOPE OF WORK

Scope of Work remains unchanged.

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

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

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

August 17, 2009

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

RECEIVED

AUG 17 '09

DEPARTMENT OF PUBLIC WORKS
SFGH REBUILD PROGRAM

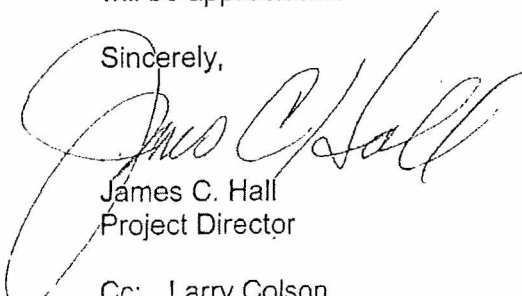
Subject: Substitution of Consultants – Liberty Tree to Luster National
Reference: San Francisco General Hospital Rebuild Project

Dear Ron:

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

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

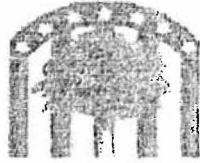
Sincerely,



James C. Hall
Project Director

Cc: Larry Colson
Sylvia Levandis
Robert Paguirigan
Jonna Wester
File

EXHIBIT 1



LIBERTY TREE ENTERPRISES

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

November 6, 2008

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

Gentlemen:

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

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

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

All correspondence relative to this contract should be directed to

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

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

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


Paul F. Adams
President & CEO

JACOBS EXHIBIT 2

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

May 4, 2010

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

RECEIVED

MAY 04 '10

DEPARTMENT OF PUBLIC WORKS
SFGH REBUILD PROGRAM

Subject: Request to Add a New Scheduling Consultant

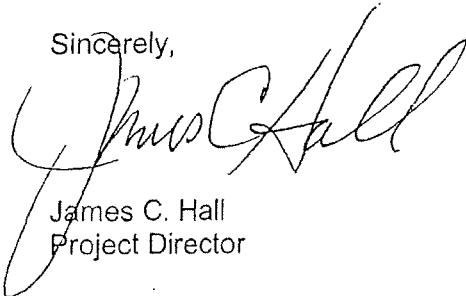
Reference: Executive Construction Management Services for the SFGH Rebuild Program
SFGH Rebuild Project, Job No. 6694A / Jacobs Project #R1W28401

Dear Ron:

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

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

Sincerely,



James C. Hall
Project Director

Attachments

Cc: L. Colson
M. Glasser
File

APPENDIX B
CALCULATION OF CHARGES

No Change in fee for Luster National, Inc.

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

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

APPENDIX D

FEE SCHEDULE

RECEIVED

MAY 04 '10

DEPARTMENT OF PUBLIC WORKS
SFGH REBUILD PROGRAM

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

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

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

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

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

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

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

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

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

Overhead rate*: 181% %

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

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

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

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

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

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



Edwin M. Lee, Mayor
Edward D. Reiskin, Director



Gordon Choy, Division Manager

TRANSMITTAL LETTER
PROFESSIONAL SERVICE AGREEMENT MODIFICATIONS

April 5, 2011

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

Project: Executive Construction Management Services for the SFGH Rebuild Program through 12/31/2016 - Modification #2

Modification Amount: Mod #2 adds 2 positions for Jacobs' subconsultants (Montgomery Corp. and Chaves & Associates), and memorializes billing rate adjustments. No change in contract amount or duration.

Job No.: 6694A

DPW Order No.: 177,756

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

Date Posted: 03/11/2011

This Transmittal Letter forwards a copy of the Modification of Agreement #2 and Contract Purchase Order No. DPAT09000042 in the total as-modified to date, \$7,573,899.00, for the subject project. Contract expiration date is 12/31/2016.

Yours truly,

by: Gordon Choy
Division Manager, Contract Administration

cc: Joe Chin, DPW Project Management - BOA

Attachments: Modification of Agreement #2
Contract Purchase Order DPAT09000042.

GEC:cc



Modification of Agreement - #2

Consultant Contracts

This Agreement is made this 25th day of October, 2010, in the City and County of San Francisco.

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

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

The City will:

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

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

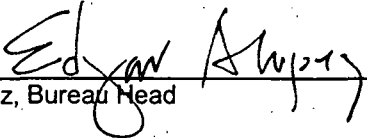
In all other respects, the original Agreement and all modifications thereto shall remain in full force and effect.

Other than the provisions of Appendix A,

CITY & COUNTY OF SAN FRANCISCO

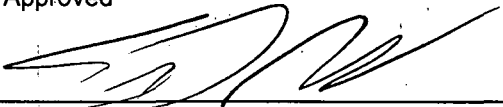
CONSULTANT

Approved


Edgar Lopez, Bureau Head

Jacobs Project Management Co.
Name of Consultant Firm

Approved


Edward D. Reiskin
Director of Public Works

5757 Plaza Drive, Suite 100
Address

Approved

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

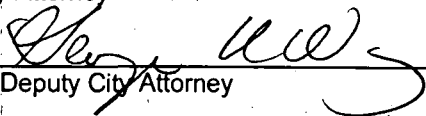
Cypress, CA 90630
City, State, Zip

Approved

N/A
Edwin M. Lee, City Administrator


By (Signature)

Approved as to Form:
Dennis J. Herrera
City Attorney


By Deputy City Attorney

Larry Colson, VP
Type Name & Title

**ATTACHMENT A
CONTRACT MODIFICATION NO. 2**

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

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

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

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

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

Close-Out Phase Services

Post-Construction Phase Services

Scope of Work in this Modification remains unchanged. This modification is for an addition of positions for sub-consultants Montgomery Corporation and Chaves & Associates. Also included in this Modification are billing rate adjustments per provisions in the Contract.

Appendix A – Scope of Work

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

Appendix B – Calculation of Charges

TOTAL COMPENSATION (Fee + Reimbursables):
Eight Million Dollars (\$8,000,000)

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

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

APPENDIX A

SCOPE OF WORK

Scope of Work remains unchanged.

- (1) The change in this modification is with the addition of an Administrative Supervisor position for Montgomery Corporation and a Document Control Administrator position for Chaves & Associates (to supplement original positions listed in the Executive Construction Management Contract). Reference EXHIBIT 1, Jacobs Correspondence dated September 10, 2010, entitled "Rate Modifications."
- (2) This modification also includes billing rate adjustments "based on the annual percentage change of the Consumer Price Index (CPI)" from certification of Jacobs Project Management Co.'s Contract, September 10, 2008, through the date of this Modification, October 25, 2010, pursuant to Appendix B Fee Schedules of the Contract. Billing rates are adjusted annually at the beginning of each calendar year. Reference EXHIBIT 2 for billing rate adjustments to date.

APPENDIX B
CALCULATION OF CHARGES

For added billing rates, please reference EXHIBIT 3, Fee Schedule.

JACOBS

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

September 10, 2010

Ronald Alameida
 San Francisco Department of Public Works
 1001 Potrero Ave
 Bldg 40, 3rd Floor
 San Francisco, CA 94110

Subject: Rate Modifications

Reference: SFGH Rebuild Project Jacobs Contract

Dear Ron:

When the initial contract was executed there were labor rates that were not addressed in several of our Consultants rate structures. Jacobs is requesting a contract modification to address these missing rates to facilitate the appropriate invoicing of consultant's staff time. The two firms with rate issues are Montgomery Corporation and Chaves & Associates. The following rate request is consistent with the original contract and accepted overhead rate listed in the original Jacobs contract attachments "Appendix D". Also attached are the modified Billing Rate Sheets (Appendix D) for both of the consultant firms.

COMPANY	POSITION	DIRECT LABOR RATE	BILLING RATE
Montgomery Corp	Administrative Supervisor	\$42.00	\$96.44
Chaves & Assoc.	Document Control Administrator	\$33.00	\$87.32

If you require any additional information or back up please contact me promptly. Your attention to this request is appreciated.

Sincerely,


 James C. Hall
 Project Director

Attachments

Cc: L. Colson
 J. Wester
 E. Otsuka
 File

Jacobs Project Management Co.

EXHIBIT 2

Updated 6/21/10

Jacobs Project Management Co.
Annual Billing Rate Adjustments

<u>Position</u>	<u>Company</u>	<u>Sept. 2008 - Base Rate</u>	<u>Jan. 2009 - Dec. 2009 Rates</u>	<u>Jan. 2010 - Dec. 2010 Rates</u>
			0.87%*	0.6%*
1 Principal	Jacobs	\$ 187.71	\$ 189.34	\$ 190.48
2 Construction Manager	Jacobs	\$ 147.84	\$ 149.13	\$ 150.02
3 Cost Engineer/Estimator	Jacobs	\$ 158.54	\$ 159.92	\$ 160.88
4 Scheduling Engineer/Estimator	Jacobs	\$ 145.90	\$ 147.17	\$ 148.05
5 Project Engineer	Jacobs	\$ 92.39	\$ 93.19	\$ 93.75
6 Administrative/Clerical Support	Jacobs	\$ 52.60	\$ 53.06	\$ 53.38
7 Advisor	Jacobs	\$ 228.60	\$ 230.59	\$ 231.97
8 Lead Planner/Scheduler	Jacobs	\$ 147.54	\$ 148.82	\$ 149.72
9 Sr. Construction Manager	Jacobs	\$ 170.19	\$ 171.67	\$ 172.70
10 Principal	Luster National	\$ 213.70	-	-
11 Project Manager	Luster National	\$ 131.21	-	-
12 Construction Manager	Luster National	\$ 147.94	-	-
13 Assistant Construction Manager	Luster National	\$ 98.95	-	-
14 Cost Engineer/Estimator	Luster National	\$ 116.11	-	-
15 Scheduling Engineer/Estimator	Luster National	\$ 106.86	-	-
16 Project Engineer	Luster National	\$ 131.31	-	-
17 Office Engineer	Luster National	\$ 76.01	-	-
18 Field Engineer	Luster National	\$ 100.31	-	-
19 Field Technician	Luster National	\$ 69.30	-	-
20 Construction Inspector	Luster National	\$ 103.91	-	-
21 QA/QC Inspector/Coordinator	Luster National	\$ 113.80	-	-

EXHIBIT 2

Updated 6/21/10

	<u>Position</u>	<u>Company</u>	<u>Sept. 2008 - Base Rate</u>	<u>Jan. 2009 - Dec. 2009 Rates</u>	<u>Jan. 2010 - Dec. 2010 Rates</u>
				0.87%*	0.6%*
22	Administrative Supervisor	Luster National	\$ 65.61	-	-
23	Administrative/Clerical Supoprt	Luster National	\$ 45.07	-	-
24	Project Director	Luster National	\$ 187.21	-	-
25	Principal	Saylor	\$ 175.18	-	-
26	Project Manager	Saylor	\$ 155.88	-	-
27	Senior Estimator	Saylor	\$ 146.12	-	-
28	Chief Estimator	Saylor	\$ 155.88	-	-
29	Cost Engineer/Estimator	Saylor	\$ 94.30	-	-
30	Scheduling Engineer/Estimator	Saylor	\$ 94.30	-	-
31	Senior Mechanical	Saylor	\$ 146.12	-	-
32	Senior Electrical	Saylor	\$ 146.12	-	-
33	Principal	Chaves & Associates	\$ 172.00	-	-
34	Project Manager	Chaves & Associates	\$ 172.00	-	-
35	Administrative Supervisor	Chaves & Associates	\$ 105.84	-	-
36	Administrative/Clerical Supoprt	Chaves & Associates	\$ 66.15	-	-
37	System Administrator	Chaves & Associates	\$ 172.00	-	-
38	Lead Inspector of Record	Montgomery Corporation	\$ 165.33	-	-
39	Inspector of Record	Montgomery Corporation	\$ 165.33	-	-
40	Principal	Davis & Associates	\$ 193.84	-	-
41	Senior Project Manager	Davis & Associates	\$ 172.83	-	-
42	Senior Project Associate	Davis & Associates	\$ 166.87	-	-
43	Project Manager	Davis & Associates	\$ 157.93	-	-

EXHIBIT 2

Updated 6/21/10

<u>Position</u>	<u>Company</u>	<u>Sept. 2008 - Base Rate</u>	<u>Jan. 2009 - Dec. 2009 Rates</u>	<u>Jan. 2010 - Dec. 2010 Rates</u>
			0.87%*	0.6%*
44 Project Associate	Davis & Associates	\$ 146.12	-	-
45 Proejct Coordinator	Davis & Associates	\$ 134.10	-	-
46 Communications Coordinator	Davis & Associates	\$ 77.48	-	-
47 Graphic Designer	Davis & Associates	\$ 109.18	-	-
48 Principal	APSI	\$ 225.13	-	-
47 Scheduling Engineer/Estimator	APSI	\$ 134.17	-	-

*Percent Change per Consumer Price Index (CPI)

EXHIBIT 2

4/8/2009

Bureau of Labor Statistics Data



UNITED STATES DEPARTMENT OF LABOR

www.bls.gov

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BUREAU OF LABOR STATISTICS

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FONT SIZE: [A] [B] [C]

Change Output Options: From: 2008 To: 2009 GO

Include graphs NEW!

[More Formatting Options](#)

Data extracted on: April 8, 2009 (8:40:31 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUURA225A0
 Not Seasonally Adjusted
 Area: San Francisco-Oakland-San Jose, CA
 Item: All items
 Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2008	219.612		222.074		225.181		225.411		225.824		218.528	222.767	221.730	223.804	
2009	222.166														

Consumer Price Index - Urban Wage Earners and Clerical Workers

Series Id: CUURUA225A0
 Not Seasonally Adjusted
 Area: San Francisco-Oakland-San Jose, CA
 Item: All items
 Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2008	214.913		217.913		221.454		221.385		221.192		213.685	218.441	217.487	219.396	
2009	216.797														

% CHANGE = .0087

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JACOBS

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

January 29, 2010

RECEIVED

JAN 29 '10

DEPARTMENT OF PUBLIC WORKS
SFGH REBUILD PROGRAM

Ronald Alameida
SFPDW
1001 Potrero Ave.
Bldg 40, 3rd Floor
San Francisco, CA 94110

Subject: Annual CPI Rate Adjustment for Jacobs

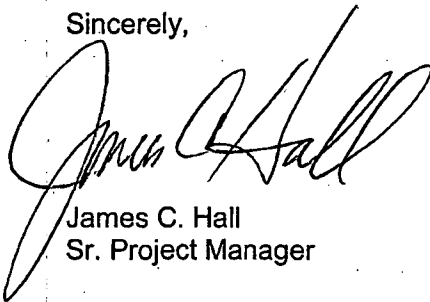
Reference: San Francisco General Hospital Rebuild Project

Dear Ron:

Please be advised that the 2009 Consumer Price Index rate for the San Francisco area as determined by the U.S. Bureau of Labor Statistics is 0.6%. The attached sheet from U.S. Bureau of Labor Statistics validates this percentage. Jacobs will adjust their hourly rates by this percentage beginning January 1, 2010.

If you take any exception to this letter please advise immediately.

Sincerely,



James C. Hall
Sr. Project Manager

Attachments

Cc: J. Wester
R. Paguirigan
L. Colson
File

Jacobs Facilities Inc.



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Data extracted on: January 18, 2010 (2:38:31 PM)

Consumer Price Index - ~~Urban Wage Earners and Clerical Workers~~

Series Id: CWURA422SAO
 Not Seasonally Adjusted
 Area: San Francisco-Oakland-San Jose, CA
 Item: All items
 Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
1999		165.7		168.8		168.3		170.0		171.2		170.9	168.8	167.2	170.5
2000		172.6		174.9		175.2		177.8		179.3		180.2	176.3	173.9	178.7
2001		183.5		184.9		186.9		186.7		187.5		186.5	185.7	184.5	186.9
2002		186.8		188.8		189.1		189.3		190.0		189.6	188.8	188.0	189.6
2003		193.7		193.6		192.2		192.3		191.9		191.1	192.4	192.9	191.9
2004		194.1		194.7		195.4		195.0		196.4		195.9	195.0	194.4	195.7
2005		197.3		199.3		197.5		199.5		202.6		199.3	199.1	197.9	200.3
2006		202.5		204.9		205.2		206.7		206.2		205.6	204.9	203.7	206.1
2007		208.803		211.189		211.422		211.620		213.133		214.204	211.370	209.986	212.754
2008		214.913		217.913		221.454		221.385		221.192		213.685	218.441	217.487	219.396
2009		216.797		218.587		220.996		221.279		221.708		220.121	219.645	218.182	221.109

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EXHIBIT 2

12-Month Percent Change

Series Id: CWURA422SA0

Not Seasonally Adjusted

Area: San Francisco-Oakland-San Jose, CA

Item: All items

Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
1999		3.8		5.0		4.1		4.5		4.8		4.4	4.3	4.2	4.5
2000		4.2		3.6		4.1		4.6		4.7		5.4	4.4	4.0	4.8
2001		6.3		5.7		6.7		5.0		4.6		3.5	5.3	6.1	4.6
2002		1.8		2.1		1.2		1.4		1.3		1.7	1.7	1.9	1.4
2003		3.7		2.5		1.6		1.6		1.0		0.8	1.9	2.6	1.2
2004		0.2		0.6		1.7		1.4		2.3		2.5	1.4	0.8	2.0
2005		1.6		2.4		1.1		2.3		3.2		1.7	2.1	1.8	2.4
2006		2.6		2.8		3.9		3.6		1.8		3.2	2.9	2.9	2.9
2007		3.1		3.1		3.0		2.4		3.4		4.2	3.2	3.1	3.2
2008		2.9		3.2		4.7		4.6		3.8		-0.2	3.3	3.6	3.1
2009		0.9		0.3		-0.2		0.0		0.2		3.0	0.6	0.3	0.8

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EXHIBIT 2

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

APPENDIX D

FEE SCHEDULE

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

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

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

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

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

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

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

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

Names of prime consultant or sub-consultant: Montgomery Corporation

Overhead Rate*: 185 %

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

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

APPENDIX D

FEE SCHEDULE

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

Names of prime consultant or sub-consultant: Chaves & Associates

Overhead Rate*: 164.6 %

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

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

Fully burdened staff billing rates to be calculated as follows:

Billing rate = (DL + DL x FR + DL x OH) * 1.1 = \$ _____ /hour

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

Note: Overtime rate = Fully Burdened Staff Billing Rates x 1.5

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

Principal	\$65.00	\$172.00
Project Manager	\$65.00	\$172.00
Construction Manager		
Assistant Construction Manager		
Cost Engineer/Estimator		
Scheduling Engineer/Estimator		
Inspector of Record		
Project Engineer		
Office Engineer		
Field Engineer		
Field Technician		
Construction Inspector		
OA/OC Inspector/Coordinator		
Administrative Supervisor	\$40.00	\$105.84
Administrative/Clerical Support	\$25.00	\$66.15
Other (Describe)		
Systems Administrator	\$65.00	\$172.00
Document Control Administrator	\$33.00	\$87.32



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

August 1, 2011

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

Project: Executive Construction Management Services for the SFGH Rebuild
Program through 12/31/2016 - Modification #3

Modification Amount: Add \$2,072,208.00 and 0 days to the Agreement.

Job No.: 6694A and 7025A

DPW Order No.: 177,756

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

Date Posted: 08/01/2011

This Transmittal Letter forwards a copy of the Modification of Agreement #3 and Contract Purchase Order No. DPAT09000042 in the total as-modified to date, \$10,072,208.00, for the subject project. Contract expiration date is 12/31/2016.

Yours truly,

by: Gordon Choy
Division Manager, Contract Administration

cc: Edgar Lopez, Building Design and Construction Division

Attachments: Modification of Agreement #3
Contract Purchase Order DPAT09000042

GEC:cc



Modification of Agreement - #3

Consultant Contracts

This Agreement is made this 11th day of July, 2011, in the City and County of San Francisco.

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

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

The City will:

Add Deduct the sum of \$ 2,072,208 for changes described in the referenced attachment.

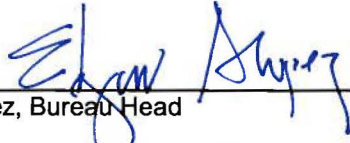
Add Subtract 0 calendar days To From the original Agreement or the latest modification as described in the referenced attachment.

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

CITY & COUNTY OF SAN FRANCISCO


CONSULTANT

Ed
Approved




Edgar Lopez, Bureau Head

Approved



Edward D. Reiskin
Director of Public Works

Approved as to Form:
Dennis J. Herrera
City Attorney



By Deputy City Attorney

Jacobs Project Management Co.

Name of Consultant Firm

3161 Michelson Drive, Suite 500
Irvine, CA 92612

Address

Cypress, CA 90630

City, State, Zip



By (Signature)

Doug Hyde, Vice President

Type Name & Title

**ATTACHMENT A
CONTRACT MODIFICATION NO. 3**

Pursuant to Section 3 (Term of the Agreement), Section 6 (Compensation), and Section 34 (Modification of Agreement) of the Agreement (DPW Order No.: 177,756) between the City and County of San Francisco and Jacobs Project Management Co., the amount of the Agreement shall be increased by \$2,072,208 (Two Million Seventy Two Thousand Two Hundred Eight Dollars) for Executive Construction Management Services for the San Francisco General Hospital Rebuild Program.

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

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

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

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

Close-Out Phase Services

Post-Construction Phase Services

This modification is for additional estimated level of effort for continued executive construction management services, for the period of July 2011 through June 2012. Also included in this modification are (1) additional services for the Emergency Generator Project and (2) the deletion of Inspector of Record services.

Appendix A – Scope of Work

COMPENSATION: Professional service fees for this contract shall be increased by Two Million Seventy Two Thousand Two Hundred Eight Dollars (\$2,072,208).

Appendix B – Calculation of Charges

TOTAL COMPENSATION (Fee + Reimbursables):

Ten Million Seventy Two Thousand Two Hundred Eight Dollars (\$10,072,208)

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

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

APPENDIX A
SCOPE OF WORK

The scope of work under this modification includes additional level of effort to provide continued executive construction management services, estimated for the period of July 2011 through June 2012. Tasks include but are not limited to document control, cost estimating/cost control, scheduling/schedule control and providing construction administration support as outlined in the Agreement. As-needed cost estimating, scheduling/schedule control and providing construction administration support for the Emergency Generator Project is included as part of this modification. Inspector of Record services are deleted from the Scope of Work. Reference EXHIBIT 1 (attached) for revised level of effort.

Continuing usage of executive construction management services will be contingent upon annual review of Jacobs' performance. A performance review will be conducted and recorded in the 4th quarter of the fiscal year (July 1, 2011 – June 30, 2012). The criteria for performance evaluation are listed in EXHIBIT 2, Department of Public Works Consultant Performance Evaluation Form (attached). In addition, on a bi-annual basis, a report which includes forecasted versus actual budget utilization will be submitted to the Program Manager, for review and evaluation.

APPENDIX B

CALCULATION OF CHARGES

The Consultant acknowledges and agrees that, due to funding limitation at the time of this Modification, the Controller cannot certify the availability of funds for all of the services which the City intends the Consultant to perform under this Modification. The City will authorize the Consultant to perform only those services under this Modification covered by certified funds. The Consultant acknowledges and agrees that any service performed in excess of the value of the certified funds would be unauthorized and performed at the Consultant's own risk.

FEE: Professional service fees for this contract shall not exceed Two Million Seventy Two Thousand Two Hundred Eight Dollars (\$2,072,208).

1. Actual performance shall proceed by task order. From time to time, the City will issue task orders to the Consultant. Each task order will identify the scope of work required by that order and specify a not-to-exceed amount. The Consultant shall perform only those services described in the task order.

Task Order No. 1 in this Modification, includes the following tasks covered by \$2,072,208 of certified funds (estimated budget for services during the period of July 2011 – June 2012):

- Construction Administration/Document Control Tasks (See EXHIBIT 3, Task 2.A. from the Contract)
- Construction Scheduling/Schedule Control Tasks (See EXHIBIT 3, Task 2.B. from the Contract)
- Budget/Cost Estimating/Cost Control Tasks (See EXHIBIT 3, Task 2.C. from the Contract)

Of the total \$2,072,208 certified funds, \$1,922,208 will be encumbered for the Rebuild Project and \$150,000 will be encumbered for the Emergency Generator Project.

2. See attached EXHIBIT 4, Fee Schedules for Jacobs Project Management Co. (Prime), Luster (Sub-consultant), Saylor Consulting Group (Sub-consultant), Chaves & Associates (Sub-consultant) and Montgomery Corporation (Sub-consultant).

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
CONSULTANT PERFORMANCE EVALUATION FORM

Bureau of Architecture

Bureau of Construction Management

Bureau of Engineering

Project Management

PROJECT DATA

J.O.# _____ Project Name: _____

Consultant Work Scope: _____

CONSULTANT DATA

Name & Address _____

Consultant Contact _____ Phone _____

Prime Sub-Consultant

CONTRACT DATA

DPW Order # _____ PCS# _____

CSO# (if applicable) _____

Agreement Date (or CSO date) Start _____ Completion _____

Contract Amount (or CSO amount) Original \$ _____ Final \$ _____

OVERALL RATING SUMMARY

	Exceeded Standards	Satisfactory	Unsatisfactory
Quality of Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness to Staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Budgetary Factors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Rating	_____		

AGENCY SIGNATURES

	Name	Signature	Date
Project Manager	_____	_____	_____
Program Manager	_____	_____	_____

Route to: Bureau
Manager

DETAILED RATINGS

Please check applicable boxes

E = Exceeded Standards S = Satisfactory U = Unsatisfactory N/A = Not applicable

Item	Quality of Work	E	S	U	N/A	Item	Responsiveness to the City	E	S	U	N/A
A	Project Construction Controls Systems (PCCS) Team Support					I	Timeliness of Invoice Submittal				
	Metric:						Metric:				
	<ul style="list-style-type: none"> PCCS system shall not have down time of more than 1% of construction time. 						<ul style="list-style-type: none"> Invoices are to be submitted within 30 days of a billing period (Example: Invoice for services during the period of May 1 - 30, 2011, are to be submitted by June 30, 2011). 				
	<ul style="list-style-type: none"> Jacobs IT is to respond to IT issues within 24 hours of notification from the City. Proposed solutions and level of effort estimate are to be submitted to City within 2 weeks of proposed modification or new task. 										
B	Resource & Contract Budget Management Efficiency					J	Timely Responses of Contract Tasks				
	Metric:						Metric:				
	<ul style="list-style-type: none"> Actual costs per year are not to exceed projection-based encumbrances. If exceeded, justification shall be provided. 						<ul style="list-style-type: none"> Submittal Responses - Within 5 business days upon receipt of response from the Architect. CPM Schedule Analysis - Due on 3rd Thursday each month Document scanning/archiving - Duration between received date and e-file date shall not exceed 1 week, based on DPW spot check. 				
C	Construction Budget Support					K	Timeliness of Deliverables				
	<ul style="list-style-type: none"> Upon receipt of an RFPCO from the CM/GC, Jacobs will provide a draft analysis/recommendation within 72 hours. 						Metric:				
D	Clarity of Contract Task Communications					L	Communication & Conflict Management / Teamwork				
	Metric:						Metric:				
	<ul style="list-style-type: none"> CPM Analysis - Jacobs is to provide understandable, succinct assessment and recommendation. Document Control - Documents are to be filed correctly per quarterly audits by DPW. 						<ul style="list-style-type: none"> Manner of communication/support is to be consistent with Integrated Project Delivery approach. 				
E	Completeness of Deliverables					M	Timeliness in Notifying City of Major Issues				
	<ul style="list-style-type: none"> Deliverables are to be complete, with clear identification of contents, appropriate exhibits/components and 						Metric:				

Appendix A (continued)

- Reviewing, evaluating, validating, and reconciling construction cost estimates and project cost projections and escalations prepared by A/E Team and CM/GC + Design Assist Team participants to facilitate the establishment of a value-targeted budget and scope. Preparing independent cost estimates for all trade packages, including those for which the Core Subcontractors will submit a price.
- Providing detailed construction cost estimates for the major design phases: Schematic Design (SD), Design Development (DD), and Construction Drawings (CD). Participating in cost estimating sessions for reconciliation with the CM/GC's and the A/E Team's cost estimates.
- Providing independent cost estimates at 50% CD and 100% CD, including estimates for each bid package. Compare these cost estimates with the ones prepared by the A/E Team and reconcile the differences. Once the reconciliation process is complete, providing a report documenting the differences and the recommended construction cost.
- Providing cost budget, cost forecasting, and cost monitoring management services. Providing as-needed cost estimates at critical points of the DD to assure completion of the Project within the cost budgets approved by the City.
- Providing other as-needed cost analyses, cost estimating, and cost control services.

1.C. Construction Scheduling/Schedule Control Tasks

- Preparing and monitoring the detailed baseline cost-loaded and resource-loaded SFGH Rebuild Program Master Schedule outlining all tasks and milestones between the SD and CD phases to facilitate and to track the design and financial status of the SFGH Rebuild Program. Baseline Schedules shall also be used to monitor and track all OSHPD and/or City and State-agencies that have jurisdiction over the plan review process.
- Providing monthly updates of the SFGH Rebuild Program Master Schedule. Preparing and submitting reports detailing the monthly updated cost and resource-loaded schedules for the Master Schedule and tracking the progress of the A/E Team through the SD, DD, and CD phases. The status reports shall include information pertaining to the current project schedule and cost expenditures compared to the as-planned baseline project schedule and cost budgets. Recommendations on how to recover from schedule slippages.
- Providing as-needed schedule updates during critical points of the DD and CD phases to assure completion of the design within the baseline schedule timeline. Providing recommendations, as necessary, to ensure that the Project can meet the schedule milestones.
- Preparing status reports regarding project schedule and budget and construction budget expenditures.
- All construction project schedules will be prepared utilizing the Critical Path Method (CPM) and the Primavera suite of programs (P3, P6, Contractor, etc.).

2. CONSTRUCTION PHASE SERVICES**2.A. Construction Administration/Document Control Tasks**

- Establishing and maintaining overall Project and Construction Controls Systems (PCCS) throughout the Project, including automated daily workflow processing and automated reporting. The PCCS will be implemented during the design phase to facilitate and document communication between the A/E Team, CM/GC + Core Subcontractors, the City, and other Consultants and will continue to be used throughout the construction to post-construction phases. PCCS to utilize common commercially available web-based database; ProLog Website, CMiC Collaboration software, or equal, which includes the following minimum features: change order and change order request tracking and management, contract management, CAD reader, Xref uploading, field administration, procurement, project dashboard, program dashboard, project reporting, project logs, tracking RFIs/submittals, document management and archival, redline tools, photo management, punch list, collaboration tools, and cost management.
- Providing access and support services to the A/E Team, CM/GC, the City, and other Consultants to the PCCS.
- Developing, implementing, and maintaining a project documentation system that will be utilized starting at Pre-Construction Phase and continue through the Post-Construction Phase to ensure that a comprehensive and complete of record of project documents is maintained at the completion of the project. This comprehensive and uniform project filing system will be used for tracking, reporting, recording all project documentation for the complete Project. All project documentation shall be scanned in the Adobe Acrobat format (.pdf) and archived onto DVD-Rom storage medias or equivalent, as approved by the City. At project completion, the Executive CM shall deliver the complete project documents, including copies of all scanned digital images, to the City.

Appendix A (continued)

- Providing as-needed construction administration support.
- Establishing processes and procedures and roles and responsibilities of the Project Team to ensure the timely resolution of all issues, including but not limited to, RFIs, Submittals, Proposed Change Orders (PCOs), Change Orders (CO), Change Order Requests (CORs), Correction Notices, Non-conforming Work Reports, etc.
- Coordinating with CM/GC and A/E Team on the BIM reports/studies and coordination drawings.
- Participating in and recording Integrated Team constructability workshops, reviews and deliverables including Building Information Modeling reports and studies.
- Reviewing and advising on CM/GC's and its subcontractors' shop drawings, fabrication drawings, coordination drawings, submittals, and RFIs for compliance with the Contract Documents.
- Providing expert advice and recommendations on resolving technical and contractual issues and/or disputes that arise during construction between the CM/GC and the A/E Team.
- Reviewing, coordinating and recommending action on all deliverables and submittals from consultants, A/E Team, and CM/GC and Subcontractors on the project.
- Assisting with Community Outreach services.

2.B. Construction Scheduling/Schedule Control Tasks

- Reviewing and analyzing the CM/GC's baseline CPM schedules (cost and resource-loaded). Preparing and submitting reports detailing the review and approval of the CPM schedules.
- Reviewing and analyzing the CM/GC's monthly updated CPM schedules (cost and resource-loaded). Preparing and submitting reports detailing the review and approval of the CM/GC's schedules.
- Reviewing and analyzing the CM/GC's revised CPM schedules (cost and resource-loaded). Preparing and submitting reports detailing the review and approval of the CPM schedules.
- Preparing periodic progress status reports.
- Reviewing and commenting on all schedules submitted by the CM/GC, including "look-ahead" schedules.
- Providing schedule analysis of the impacts of proposed change orders and pending/approved change orders on the project duration and schedule.
- Preparing independent project schedules (as required) for the review and analysis of the CM/GC time impact analysis submittals. Reviewing and analyzing and providing recommendations to the CM/GC's request(s) for time extension.
- Preparing schedule updates and as-built schedules, as required, based on as-built/gathered data.
- Reviewing and negotiating change order requests and change orders as they relate to time impact to the construction schedule.
- Preparing status reports regarding project schedule and budget and as it relates to the construction activity progress and construction budget expenditures.

2.C. Budget/Cost Estimating/Cost Control Tasks

- Developing and implementing a tracking system for the monitoring the status of construction change orders, change order requests, and proposed change orders. Reviewing and advising the City on CM/GC's change order requests/proposals.
- Preparing independent cost estimates to evaluate the change order requests submitted by the CM/GC and Subcontractors. Negotiating change order requests and change orders for both time and cost and providing appropriate recommendations to the City.
- Preparing progress and financial status reports.
- Providing claims and schedule delay analyses.
- Preparing reports monitoring construction progress and construction budget expenditures.

2.D. Inspector of Record Inspection, and Quality Assurance/Quality Control Inspection Tasks

- ~~Providing Hospital Inspector of Record (IOR) services to verify that the construction of the new hospital facility conforms to the approved plans and specifications and any approved change orders to those documents. The IOR shall attend weekly progress meetings with the City, CM/GC, A&E, and Executive CM.~~
- ~~Supporting City Staff to monitor CM/GC's quality assurance/quality control (QA/QC) program.~~

EXHIBIT 4

Jacobs Project Management Co.
 Fee Schedule (including Annual Billing Rate Adjustments per CPI)

<u>Position</u>		<u>Company</u>	<u>Sept. 2008 - Base Rate</u>	<u>Jan. 2009 - Dec. 2009 Rates</u>	<u>Jan. 2010 - Dec. 2010 Rates</u>	<u>Jan. 2011 - Dec. 2011 Rates</u>
				0.87%	0.6%	1.100%
1	Principal	Jacobs	\$ 187.71	\$ 189.34	\$ 190.48	\$ 192.57
2	Construction Manager	Jacobs	\$ 147.84	\$ 149.13	\$ 150.02	\$ 151.67
3	Cost Engineer/Estimator	Jacobs	\$ 158.54	\$ 159.92	\$ 160.88	\$ 162.65
4	Scheduling Engineer/Estimator	Jacobs	\$ 145.90	\$ 147.17	\$ 148.05	\$ 149.68
5	Project Engineer	Jacobs	\$ 92.39	\$ 93.19	\$ 93.75	\$ 94.78
6	Administrative/Clerical Support	Jacobs	\$ 52.60	\$ 53.06	\$ 53.38	\$ 53.97
7	Advisor	Jacobs	\$ 228.60	\$ 230.59	\$ 231.97	\$ 234.52
8	Lead Planner/Scheduler	Jacobs	\$ 147.54	\$ 148.82	\$ 149.72	\$ 151.36
9	Sr. Construction Manager	Jacobs	\$ 170.19	\$ 171.67	\$ 172.70	\$ 174.60
10	Principal	Luster National	\$ 213.70	No Change	No Change	No Change
11	Project Manager	Luster National	\$ 131.21	No Change	No Change	No Change
12	Construction Manager	Luster National	\$ 147.94	No Change	No Change	No Change
13	Assistant Construction Manager	Luster National	\$ 98.95	No Change	No Change	No Change
14	Cost Engineer/Estimator	Luster National	\$ 116.11	No Change	No Change	No Change
15	Scheduling Engineer/Estimator	Luster National	\$ 106.86	No Change	No Change	No Change
16	Project Engineer	Luster National	\$ 131.31	No Change	No Change	No Change
17	Office Engineer	Luster National	\$ 76.01	No Change	No Change	No Change
18	Field Engineer	Luster National	\$ 100.31	No Change	No Change	No Change
19	Field Technician	Luster National	\$ 69.30	No Change	No Change	No Change
20	Construction Inspector	Luster National	\$ 103.91	No Change	No Change	No Change
21	QA/QC Inspector/Coordinator	Luster National	\$ 113.80	No Change	No Change	No Change

EXHIBIT 4

	<u>Position</u>	<u>Company</u>	<u>Sept. 2008 - Base Rate</u>	<u>Jan. 2009 - Dec. 2009 Rates</u>	<u>Jan. 2010 - Dec. 2010 Rates</u>	<u>Jan. 2011 - Dec. 2011 Rates</u>
22	Administrative Supervisor	Luster National	\$ 65.61	No Change	No Change	No Change
23	Administrative/Clerical Supoprt	Luster National	\$ 45.07	No Change	No Change	No Change
24	Project Director	Luster National	\$ 187.21	No Change	No Change	No Change
25	Principal	Saylor	\$ 175.18	No Change	No Change	No Change
26	Project Manager	Saylor	\$ 155.88	No Change	No Change	No Change
27	Senior Estimator	Saylor	\$ 146.12	No Change	No Change	No Change
28	Chief Estimator	Saylor	\$ 155.88	No Change	No Change	No Change
29	Cost Engineer/Estimator	Saylor	\$ 94.30	No Change	No Change	No Change
30	Scheduling Engineer/Estimator	Saylor	\$ 94.30	No Change	No Change	No Change
31	Senior Mechanical	Saylor	\$ 146.12	No Change	No Change	No Change
32	Senior Electrical	Saylor	\$ 146.12	No Change	No Change	No Change
33	Principal	Chaves & Associates	\$ 172.00	No Change	No Change	No Change
34	Project Manager	Chaves & Associates	\$ 172.00	No Change	No Change	No Change
35	Administrative Supervisor	Chaves & Associates	\$ 105.84	No Change	No Change	No Change
36	Administrative/Clerical Supoprt	Chaves & Associates	\$ 66.15	No Change	No Change	No Change
37	System Administrator	Chaves & Associates	\$ 172.00	No Change	No Change	No Change
38	Lead Inspector of Record	Montgomery Corporation	\$ 165.33	No Change	No Change	No Change
39	Inspector of Record	Montgomery Corporation	\$ 165.33	No Change	No Change	No Change
40	Principal	Davis & Associates	\$ 193.84	No Change	No Change	No Change
41	Senior Project Manager	Davis & Associates	\$ 172.83	No Change	No Change	No Change
42	Senior Project Associate	Davis & Associates	\$ 166.87	No Change	No Change	No Change
43	Project Manager	Davis & Associates	\$ 157.93	No Change	No Change	No Change

EXHIBIT 4

<u>Position</u>		<u>Company</u>	<u>Sept. 2008 - Base Rate</u>	<u>Jan. 2009 - Dec. 2009 Rates</u>	<u>Jan. 2010 - Dec. 2010 Rates</u>	<u>Jan. 2011 - Dec. 2011 Rates</u>
44	Project Associate	Davis & Associates	\$ 146.12	No Change	No Change	No Change
45	Proejct Coordinator	Davis & Associates	\$ 134.10	No Change	No Change	No Change
46	Communications Coordinator	Davis & Associates	\$ 77.48	No Change	No Change	No Change
47	Graphic Designer	Davis & Associates	\$ 109.18	No Change	No Change	No Change
48	Principal	APSI	\$ 225.13	No Change	No Change	No Change
47	Scheduling Engineer/Estimator	APSI	\$ 134.17	No Change	No Change	No Change



Edwin M. Lee, Mayor
Mohammed Nuru, Director



Gordon Choy, Division Manager

TRANSMITTAL LETTER
PROFESSIONAL SERVICE AGREEMENT MODIFICATIONS

April 12, 2012

Contractor: Jacobs Project Management Co.
180 Promenade Circle, Suite 300
Sacramento, CA 95834

Project: Executive Construction Management Services for the SFGH Rebuild
Program through 12/31/2016 - Modification #4

Modification Amount: Add \$3,164,664.00 and 0 days to the Agreement.

Job No.: 6694A and 7025A

DPW Order No.: 177,756

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

Date Posted: 04/12/2012

This Transmittal Letter forwards a copy of the Modification of Agreement #4 and Contract Purchase Order No. DPAT09000042 in the total as-modified to date, \$13,236,872.00, for the subject project. Contract expiration date is 12/31/2016.

Yours truly,


by: Gordon Choy
Division Manager, Contract Administration

cc: Michelle Dea, Building Design and Construction

Attachments: Modification of Agreement #4
Contract Purchase Order DPAT09000042

GEC:cc



Modification of Agreement - #4

Consultant Contracts

This Agreement is made this 20th day of March, 2012, in the City and County of San Francisco.

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

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

The City will:

Add Deduct the sum of \$ 3,164,664 for changes described in the referenced attachment.

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

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

CITY & COUNTY OF SAN FRANCISCO

CONSULTANT

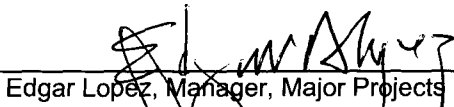
Recommended:



Ronald Alameida, Program Manager

Jacobs Project Management Co.


Name of Consultant Firm



Edgar Lopez, Manager, Major Projects

180 Promenade Circle, Suite 300

Address




Fuad Sweiss, Deputy Director & City Engineer
Department of Public Works

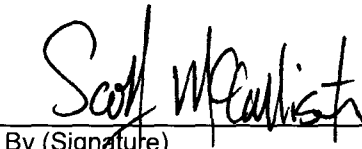
Sacramento, CA 95834

City, State, Zip

Approved:



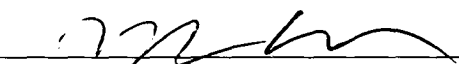
Mohammed Nuru, Director
Department of Public Works



By (Signature)

Approved as to Form:

Dennis J. Herrera
City Attorney



By Deputy City Attorney

Scott McCallister, V.P.

Type Name & Title

**ATTACHMENT A
CONTRACT MODIFICATION NO. 4**

Pursuant to Section 3 (Term of the Agreement), Section 6 (Compensation), and Section 34 (Modification of Agreement) of the Agreement (DPW Order No.: 177,756) between the City and County of San Francisco and Jacobs Project Management Co., the amount of the Agreement shall be increased by \$3,164,664 (Three Million One Hundred Sixty Four Thousand Six Hundred Sixty Four Dollars) for Executive Construction Management Services for the San Francisco General Hospital Rebuild Program.

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

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

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

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

Close-Out Phase Services

Post-Construction Phase Services

This modification is for additional estimated level of effort for continued executive construction management services, for the period of April 2012 through June 2013. In addition, this modification adds Article 62 to the Contract.
Appendix A – Scope of Work

COMPENSATION: Professional service fees for this contract shall be increased by Three Million One Hundred Sixty Four Thousand Six Hundred Sixty Four Dollars (\$3,164,664).

Appendix B – Calculation of Charges

TOTAL COMPENSATION (Fee + Reimbursables):

Thirteen Million Two Hundred Thirty Six Thousand Eight Hundred Seventy Two Dollars (\$13,236,872)

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

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

APPENDIX A
SCOPE OF WORK

1. The scope of work under this modification includes additional level of effort to provide continued executive construction management services, estimated for the period of April 2012 through June 2013. Tasks include but are not limited to document control, cost estimating/cost control, scheduling/schedule control and providing construction administration support as outlined in the Agreement. As-needed cost estimating, scheduling/schedule control and providing construction administration support for the Emergency Generator Project is included as part of this modification. Reference EXHIBIT 1 (attached) for revised level of effort.
2. Continuing usage of executive construction management services will be contingent upon annual review of Jacobs' performance. A performance review will be conducted and recorded in the 4th quarter of the fiscal year (July 1, 2012 – June 30, 2013). The criteria for performance evaluation are listed in EXHIBIT 2, Department of Public Works Consultant Performance Evaluation Form (attached). In addition, on a bi-annual basis, a report which includes forecasted versus actual budget utilization will be submitted to the Program Manager, for review and evaluation.
3. This modification adds Article 62 "Automated Clearing House (ACH) 'Electronic' Payments" to the original contract. Reference EXHIBIT 5 (attached).

APPENDIX B

CALCULATION OF CHARGES

The Consultant acknowledges and agrees that, due to funding limitation at the time of this Modification, the Controller cannot certify the availability of funds for all of the services which the City intends the Consultant to perform under this Modification. The City will authorize the Consultant to perform only those services under this Modification covered by certified funds. The Consultant acknowledges and agrees that any service performed in excess of the value of the certified funds would be unauthorized and performed at the Consultant's own risk.

FEE: Professional service fees for this contract shall not exceed Three Million One Hundred Sixty Four Thousand Six Hundred Sixty Four Dollars (\$3,164,664).

1. Actual performance shall proceed by task order. From time to time, the City will issue task orders to the Consultant. Each task order will identify the scope of work required by that order and specify a not-to-exceed amount. The Consultant shall perform only those services described in the task order.

Task Order No. 2 in this Modification, includes the following tasks covered by \$3,164,664 of certified funds (estimated budget for services during the period of April 2012 – June 2013):

- Construction Administration/Document Control Tasks (See EXHIBIT 3, Task 2.A. from the Contract)
 - Construction Scheduling/Schedule Control Tasks (See EXHIBIT 3, Task 2.B. from the Contract)
 - Budget/Cost Estimating/Cost Control Tasks (See EXHIBIT 3, Task 2.C. from the Contract)
 - Quality Assurance/Quality Control Inspection Tasks (See EXHIBIT 3, Task 2.D.)
2. See attached EXHIBIT 4, Fee Schedules for Jacobs Project Management Co. (Prime), Luster (Sub-consultant), Saylor Consulting Group (Sub-consultant), Chaves & Associates (Sub-consultant) and Montgomery Corporation (Sub-consultant).

EXHIBIT 2

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
CONSULTANT PERFORMANCE EVALUATION FORM**

Bureau of Architecture

Bureau of Construction Management

Bureau of Engineering

Project Management

PROJECT DATA

J.O.# _____ Project Name: _____

Consultant Work Scope: _____

CONSULTANT DATA

Name & Address _____

Consultant Contact _____ Phone _____

Prime Sub-Consultant

CONTRACT DATA

DPW Order # _____ PCS# _____

CSO# (if applicable) _____

Agreement Date Start Completion
(or CSO date) _____ _____

Contract Amount Original \$ _____ Final \$ _____
(or CSO amount)

OVERALL RATING SUMMARY

	Exceeded Standards	Satisfactory	Unsatisfactory
Quality of Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness to Staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Budgetary Factors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Rating	_____		

AGENCY SIGNATURES

Project Manager **Name** _____ **Signature** _____ **Date** _____

Program Manager _____ _____ _____

Route to: Division
Manager

EXHIBIT 2

DETAILED RATINGS

Please check applicable boxes

E = Exceeded Standards

S = Satisfactory

U = Unsatisfactory

N/A = Not applicable

Item	Quality of Work	E	S	U	N/A	Item	Responsiveness to the City	E	S	U	N/A
A	Project Construction Controls Systems (PCCS) Team Support					I	Timeliness of Invoice Submittal				
	Metric:						Metric:				
	<ul style="list-style-type: none"> PCCS system shall not have down time of more than 1% of construction time. 						<ul style="list-style-type: none"> Invoices are to be submitted within 30 days of a billing period (Example: Invoice for services during the period of May 1 - 30, 2011, are to be submitted by June 30, 2011). 				
B	<ul style="list-style-type: none"> Jacobs IT is to respond to IT issues within 24 hours of notification from the City. Proposed solutions and level of effort estimate are to be submitted to City within 2 weeks of proposed modification or new task. 					J	Timely Responses of Contract Tasks				
	Metric:						Metric:				
	<ul style="list-style-type: none"> Actual costs per year are not to exceed projection-based encumbrances. If exceeded, justification shall be provided. 						<ul style="list-style-type: none"> Submittal Responses - Within 5 business days upon receipt of response from the Architect. CPM Schedule Analysis - Due on 3rd Thursday each month Document scanning/archiving - Duration between received date and e-file date shall not exceed 1 week, based on DPW spot check. 				
C	Resource & Contract Budget Management Efficiency					K	Timeliness of Deliverables				
	Metric:						Metric:				
D	<ul style="list-style-type: none"> Upon receipt of an RFPCO from the CM/GC, Jacobs will provide a draft analysis/recommendation within 72 hours. 					<ul style="list-style-type: none"> Cost Estimates/Change Orders - Draft assessment due within 2 weeks after CM/GC submits a change order request. Monthly Report - Due on 3rd Friday each month. Meeting Minutes - within six (6) business days of OAC Meeting 					
	Clarity of Contract Task Communications					L	Communication & Conflict Management / Teamwork				
	Metric:						Metric:				
E	<ul style="list-style-type: none"> CPM Analysis - Jacobs is to provide understandable, succinct assessment and recommendation. Document Control - Documents are to be filed correctly per quarterly audits by DPW. 					<ul style="list-style-type: none"> Manner of communication/support is to be consistent with Integrated Project Delivery approach. 					
	Completeness of Deliverables					M	Timeliness in Notifying City of Major Issues				
	Metric:						Metric:				
	<ul style="list-style-type: none"> Deliverables are to be complete, with clear identification of contents, appropriate exhibits/components and concise executive summary. Examples are: cost reports, Monthly Reports, etc. 					<ul style="list-style-type: none"> DPW is to be notified of major issues within the same day of Jacobs' 					
Item	Budgetary Factors	E	S	U	N/A						

EXHIBIT 3

Appendix A (continued)

- Reviewing, evaluating, validating, and reconciling construction cost estimates and project cost projections and escalations prepared by A/E Team and CM/GC + Design Assist Team participants to facilitate the establishment of a value-targeted budget and scope. Preparing independent cost estimates for all trade packages, including those for which the Core Subcontractors will submit a price.
- Providing detailed construction cost estimates for the major design phases: Schematic Design (SD), Design Development (DD), and Construction Drawings (CD). Participating in cost estimating sessions for reconciliation with the CM/GC's and the A/E Team's cost estimates.
- Providing independent cost estimates at 50% CD and 100% CD, including estimates for each bid package. Compare these cost estimates with the ones prepared by the A/E Team and reconcile the differences. Once the reconciliation process is complete, providing a report documenting the differences and the recommended construction cost.
- Providing cost budget, cost forecasting, and cost monitoring management services. Providing as-needed cost estimates at critical points of the DD to assure completion of the Project within the cost budgets approved by the City.
- Providing other as-needed cost analyses, cost estimating, and cost control services.

1.C. Construction Scheduling/Schedule Control Tasks

- Preparing and monitoring the detailed baseline cost-loaded and resource-loaded SFGH Rebuild Program Master Schedule outlining all tasks and milestones between the SD and CD phases to facilitate and to track the design and financial status of the SFGH Rebuild Program. Baseline Schedules shall also be used to monitor and track all OSHPD and/or City and State-agencies that have jurisdiction over the plan review process.
- Providing monthly updates of the SFGH Rebuild Program Master Schedule. Preparing and submitting reports detailing the monthly updated cost and resource-loaded schedules for the Master Schedule and tracking the progress of the A/E Team through the SD, DD, and CD phases. The status reports shall include information pertaining to the current project schedule and cost expenditures compared to the as-planned baseline project schedule and cost budgets. Recommendations on how to recover from schedule slippages.
- Providing as-needed schedule updates during critical points of the DD and CD phases to assure completion of the design within the baseline schedule timeline. Providing recommendations, as necessary, to ensure that the Project can meet the schedule milestones.
- Preparing status reports regarding project schedule and budget and construction budget expenditures.
- All construction project schedules will be prepared utilizing the Critical Path Method (CPM) and the Primavera suite of programs (P3, P6, Contractor, etc.).

2. CONSTRUCTION PHASE SERVICES

2.A. Construction Administration/Document Control Tasks

- Establishing and maintaining overall Project and Construction Controls Systems (PCCS) throughout the Project, including automated daily workflow processing and automated reporting. The PCCS will be implemented during the design phase to facilitate and document communication between the A/E Team, CM/GC + Core Subcontractors, the City, and other Consultants and will continue to be used throughout the construction to post-construction phases. PCCS to utilize common commercially available web-based database; ProLog Website, CMiC Collaboration software, or equal, which includes the following minimum features: change order and change order request tracking and management, contract management, CAD reader, Xref uploading, field administration, procurement, project dashboard, program dashboard, project reporting, project logs, tracking RFIs/submittals, document management and archival, redline tools, photo management, punch list, collaboration tools, and cost management.
- Providing access and support services to the A/E Team, CM/GC, the City, and other Consultants to the PCCS.
- Developing, implementing, and maintaining a project documentation system that will be utilized starting at Pre-Construction Phase and continue through the Post-Construction Phase to ensure that a comprehensive and complete of record of project documents is maintained at the completion of the project. This comprehensive and uniform project filing system will be used for tracking, reporting, recording all project documentation for the complete Project. All project documentation shall be scanned in the Adobe Acrobat format (.pdf) and archived onto DVD-Rom storage medias or equivalent, as approved by the City. At project completion, the Executive CM shall deliver the complete project documents, including copies of all scanned digital images, to the City.

EXHIBIT 3

Appendix A (continued)

- Providing as-needed construction administration support.
- Establishing processes and procedures and roles and responsibilities of the Project Team to ensure the timely resolution of all issues, including but not limited to, RFIs, Submittals, Proposed Change Orders (PCOs), Change Orders (CO), Change Order Requests (CORs), Correction Notices, Non-conforming Work Reports, etc.
- Coordinating with CM/GC and A/E Team on the BIM reports/studies and coordination drawings.
- Participating in and recording Integrated Team constructability workshops, reviews and deliverables including Building Information Modeling reports and studies.
- Reviewing and advising on CM/GC's and its subcontractors' shop drawings, fabrication drawings, coordination drawings, submittals, and RFIs for compliance with the Contract Documents.
- Providing expert advice and recommendations on resolving technical and contractual issues and/or disputes that arise during construction between the CM/GC and the A/E Team.
- Reviewing, coordinating and recommending action on all deliverables and submittals from consultants, A/E Team, and CM/GC and Subcontractors on the project.
- Assisting with Community Outreach services.

2.B. Construction Scheduling/Schedule Control Tasks

- Reviewing and analyzing the CM/GC's baseline CPM schedules (cost and resource-loaded). Preparing and submitting reports detailing the review and approval of the CPM schedules.
- Reviewing and analyzing the CM/GC's monthly updated CPM schedules (cost and resource-loaded). Preparing and submitting reports detailing the review and approval of the CM/GC's schedules.
- Reviewing and analyzing the CM/GC's revised CPM schedules (cost and resource-loaded). Preparing and submitting reports detailing the review and approval of the CPM schedules.
- Preparing periodic progress status reports.
- Reviewing and commenting on all schedules submitted by the CM/GC, including "look-ahead" schedules.
- Providing schedule analysis of the impacts of proposed change orders and pending/approved change orders on the project duration and schedule.
- Preparing independent project schedules (as required) for the review and analysis of the CM/GC time impact analysis submittals. Reviewing and analyzing and providing recommendations to the CM/GC's request(s) for time extension.
- Preparing schedule updates and as-built schedules, as required, based on as-built/gathered data.
- Reviewing and negotiating change order requests and change orders as they relate to time impact to the construction schedule.
- Preparing status reports regarding project schedule and budget and as it relates to the construction activity progress and construction budget expenditures.

2.C. Budget/Cost Estimating/Cost Control Tasks

- Developing and implementing a tracking system for the monitoring the status of construction change orders, change order requests, and proposed change orders. Reviewing and advising the City on CM/GC's change order requests/proposals.
- Preparing independent cost estimates to evaluate the change order requests submitted by the CM/GC and Subcontractors. Negotiating change order requests and change orders for both time and cost and providing appropriate recommendations to the City.
- Preparing progress and financial status reports.
- Providing claims and schedule delay analyses.
- Preparing reports monitoring construction progress and construction budget expenditures.

2.D. Inspector of Record Inspection, and Quality Assurance/Quality Control Inspection Tasks

- ~~Providing Hospital Inspector of Record (IOR) services to verify that the construction of the new hospital facility conforms to the approved plans and specifications and any approved change orders to those documents. The IOR shall attend weekly progress meetings with the City, CM/GC, A&E, and Executive CM.~~
- Supporting City Staff to monitor CM/GC's quality assurance/quality control (QA/QC) program.

EXHIBIT 3

Appendix A (continued)

- Developing a reporting system independent of the CM/GC's QA/QC program that tracks, monitors, and documents all work that require testing and inspection and all records of the entities that have inspected such work for acceptance.
- Developing a reporting system independent of the CM/GC's QA/QC program that tracks, monitors, and documents all non-conforming work reports (NCR) and OSHPD and IOR correction notices and correction of such NCR(s) and correction notices.
- Assisting with the coordination of the CM/GC's utility tie-in connections to existing facilities and campus services to minimize disruption to hospital operations.
- Establishing, providing, and maintaining daily and weekly digital photographic records of progress of the work, as needed and approved by the City. Where advantageous and upon request by the City, make digital video camera records of the work. (Note: if this task is included in the specifications as a Contractor's requirement, then the Executive CM shall coordinate and maintain the records.)
- Supporting City Staff in coordination of construction activities with SFGH campus and hospital operations and neighboring community.
- Assisting City Staff to coordinate testing and inspection with OSHPD, SF Building Inspection Department, SF Fire Marshall, and other Agencies having jurisdiction, including commissioning, project close-out, and functional and operational activities.
- The City and/or its other Consultants will be responsible for all special inspection services: (i.e. concrete, reinforcing steel, piling, drilled piers and caissons, in-place density tests, structural welding, high-strength bolting, base isolation, masonry, and spray-on fireproofing). The Executive CM will only be responsible for coordinating all such special inspection activities between the IOR, CM/GC, and the City and its Consultants.
- Reviewing the actual completed work and providing recommendations to the City as they relate to Contractor's payment requests. Monitoring and assisting City Staff in the approval of Contractor's progress payment.
- Performing quality assurance inspections, and miscellaneous field inspections required in the specifications, except those specifically noted to be performed by the CM/GC and its subcontractors. Witnessing, documenting, and preparing reports for all tests and inspections performed by CM/GC and its subcontractors.
- Managing, coordinating, and scheduling all inspections and testing services.
- Coordinating building commissioning services with CM/GC and Third Party Commissioning, as required to satisfy OSHPD and LEED requirements. Coordinating all OSHPD and LEED documentation and close-out activities.

3. CLOSE-OUT PHASE SERVICES

- Coordinating all required OSHPD and LEED close-out documentation and other close-out activities as outlined in the Contract Documents.
- Working with the Third Party Commissioning Authority to ensure that all building commissioning documentation is complete and in compliance with the Contract Documents.
- Assisting and coordinating the implementation of the Building System Start-up and Building Commissioning process between the City's Commissioning Authority, Department of the Environment, A/E Team, IOR, and CM/GC and Subcontractors.
- Assisting the Commissioning Authority in documenting the Endurance Testing to be performed by the CM/GC and Subcontractors.
- Coordinating with the CM/GC and City Staff the training of operation and maintenance of building systems. Providing digital recordings of all such training for record purposes, unless otherwise determined to be performed by the CM/GC or others.
- Developing a system for the tracking of punchlist items. Coordinating with the CM/GC and Subcontractors on the timely correction and completion of all punchlist items. There shall be no outstanding punchlist items at Final Completion. Warranty work shall not constitute punchlist work.
- Coordinating and tracking the delivery of all spare parts, operation and maintenance manuals, warranty documents, training logs, as-built/record drawings, keys, and any other items necessary to the City.
- Assisting with Community Outreach services

4. POST-CONSTRUCTION PHASE SERVICES

EXHIBIT 4

Jacobs Project Management Co.
 Fee Schedule (including Annual Billing Rate Adjustments per CPI)

<u>Position</u>		<u>Company</u>	<u>Sept. 2008 - Base Rate</u>	<u>Jan. 2009 - Dec. 2009 Rates</u>	<u>Jan. 2010 - Dec. 2010 Rates</u>	<u>Jan. 2011 - Dec. 2011 Rates</u>	<u>Jan. 2012 - Dec. 2012 Rates</u>
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2	Construction Manager	Jacobs	\$ 147.84	\$ 149.13	\$ 150.02	\$ 151.67	\$ 156.37
3	Cost Engineer/Estimator	Jacobs	\$ 158.54	\$ 159.92	\$ 160.88	\$ 162.65	\$ 167.69
4	Scheduling Engineer/Estimator	Jacobs	\$ 145.90	\$ 147.17	\$ 148.05	\$ 149.68	\$ 154.32
5	Project Engineer	Jacobs	\$ 92.39	\$ 93.19	\$ 93.75	\$ 94.78	\$ 97.72
6	Administrative/Clerical Supoprt	Jacobs	\$ 52.60	\$ 53.06	\$ 53.38	\$ 53.97	\$ 55.64
7	Advisor	Jacobs	\$ 228.60	\$ 230.59	\$ 231.97	\$ 234.52	\$ 241.79
8	Lead Planner/Scheduler	Jacobs	\$ 147.54	\$ 148.82	\$ 149.72	\$ 151.36	\$ 156.06
9	Sr. Construction Manager	Jacobs	\$ 170.19	\$ 171.67	\$ 172.70	\$ 174.60	\$ 180.01
10	Principal	Luster National	\$ 213.70	No Change	No Change	No Change	\$ 220.32
11	Project Manager	Luster National	\$ 131.21	No Change	No Change	No Change	\$ 135.28
12	Construction Manager	Luster National	\$ 147.94	No Change	No Change	No Change	\$ 152.53
13	Assistant Construction Manager	Luster National	\$ 98.95	No Change	No Change	No Change	\$ 102.02
14	Cost Engineer/Estimator	Luster National	\$ 116.11	No Change	No Change	No Change	\$ 119.71
15	Scheduling Engineer/Estimator	Luster National	\$ 106.86	No Change	No Change	No Change	\$ 110.17
16	Project Engineer	Luster National	\$ 131.31	No Change	No Change	No Change	\$ 135.38
17	Office Engineer	Luster National	\$ 76.01	No Change	No Change	No Change	\$ 78.37
18	Field Engineer	Luster National	\$ 100.31	No Change	No Change	No Change	\$ 103.42
19	Field Technician	Luster National	\$ 69.30	No Change	No Change	No Change	\$ 71.45
20	Construction Inspector	Luster National	\$ 103.91	No Change	No Change	No Change	\$ 107.13
21	QA/QC Inspector/Coordinator	Luster National	\$ 113.80	No Change	No Change	No Change	\$ 117.33
22	Administrative Supervisor	Luster National	\$ 65.61	No Change	No Change	No Change	\$ 67.64
23	Administrative/Clerical Supoprt	Luster National	\$ 45.07	No Change	No Change	No Change	\$ 46.47
24	Project Director	Luster National	\$ 187.21	No Change	No Change	No Change	\$ 193.01
25	Principal	Saylor	\$ 175.18	No Change	No Change	No Change	\$ 180.61
26	Project Manager	Saylor	\$ 155.88	No Change	No Change	No Change	\$ 160.71
27	Senior Estimator	Saylor	\$ 146.12	No Change	No Change	No Change	\$ 150.65
28	Chief Estimator	Saylor	\$ 155.88	No Change	No Change	No Change	\$ 160.71
29	Cost Engineer/Estimator	Saylor	\$ 94.30	No Change	No Change	No Change	\$ 97.22

EXHIBIT 4

<u>Position</u>	<u>Company</u>	<u>Sept. 2008 - Base Rate</u>	<u>Jan. 2009 - Dec. 2009 Rates</u>	<u>Jan. 2010 - Dec. 2010 Rates</u>	<u>Jan. 2011 - Dec. 2011 Rates</u>	<u>Jan. 2012 - Dec. 2012 Rates</u>	
			0.87%	0.6%	1.100%	3.100%	
30	Scheduling Engineer/Estimator	Saylor	\$ 94.30	No Change	No Change	No Change	\$ 97.22
31	Senior Mechanical	Saylor	\$ 146.12	No Change	No Change	No Change	\$ 150.65
32	Senior Electrical	Saylor	\$ 146.12	No Change	No Change	No Change	\$ 150.65
33	Principal	Chaves & Associates	\$ 172.00	No Change	No Change	No Change	\$ 177.33
34	Project Manager	Chaves & Associates	\$ 172.00	No Change	No Change	No Change	\$ 177.33
35	Administrative Supervisor	Chaves & Associates	\$ 105.84	No Change	No Change	No Change	\$ 109.12
36	Administrative/Clerical Supoprt	Chaves & Associates	\$ 66.15	No Change	No Change	No Change	\$ 68.20
37	System Administrator	Chaves & Associates	\$ 172.00	No Change	No Change	No Change	\$ 177.33
38	Lead Inspector of Record	Montgomery Corporation	\$ 165.33	No Change	No Change	No Change	No Change
39	Inspector of Record	Montgomery Corporation	\$ 165.33	No Change	No Change	No Change	No Change
40	Principal	Davis & Associates	\$ 193.84	No Change	No Change	No Change	No Change
41	Senior Project Manager	Davis & Associates	\$ 172.83	No Change	No Change	No Change	No Change
42	Senior Project Associate	Davis & Associates	\$ 166.87	No Change	No Change	No Change	No Change
43	Project Manager	Davis & Associates	\$ 157.93	No Change	No Change	No Change	No Change
44	Project Associate	Davis & Associates	\$ 146.12	No Change	No Change	No Change	No Change
45	Proeject Coordinator	Davis & Associates	\$ 134.10	No Change	No Change	No Change	No Change
46	Communications Coordinator	Davis & Associates	\$ 77.48	No Change	No Change	No Change	No Change
47	Graphic Designer	Davis & Associates	\$ 109.18	No Change	No Change	No Change	No Change
48	Principal	APSI	\$ 225.13	No Change	No Change	No Change	No Change
47	Scheduling Engineer/Estimator	APSI	\$ 134.17	No Change	No Change	No Change	No Change



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

February 17, 2012

Ronald Alameida
SFPDW
1001 Potrero Ave.
Bldg 40, 3rd Floor
San Francisco, CA 94110

Subject: 2012 Annual CPI Rate Adjustment for Jacobs Invoicing

Reference: San Francisco General Hospital Rebuild Project

Dear Ron:

Please be advised that the 2011 Consumer Price Index rate for the San Francisco area as determined by the U.S. Bureau of Labor Statistics is 3.1%. The attached sheet from U.S. Bureau of Labor Statistics validates this percentage. Jacobs will adjust their hourly rates by this percentage beginning January 1, 2012. This letter supersedes my previous letter with the same subject issued on February 15, 2012

If you take any exception to this letter please advise me immediately.

Sincerely,

James C. Hall
Sr. Project Manager

Attachments

Cc: M. Dea
C. Suntay
J. Whittle
E. Otsuka
L. Colson
File

Databases, Tables & Calculators by Subject

FONT SIZE:

Change Output Options: From: 2008 To: 2011 **GO**

include graphs

More Formatting Options

Data extracted on: February 16, 2012 (7:11:04 PM)

Consumer Price Index - **Urban Wage Earners and Clerical Workers**

Series Id: CWURA422SA0,CWUSA422SA0
 Not Seasonally Adjusted
Area: San Francisco-Oakland-San Jose, CA
Item: All items
Base Period: 1982-84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2008		214.913		217.913		221.454		221.385		221.192		213.685	218.441	217.487	219.396
2009		216.797		218.587		220.996		221.279		221.708		220.121	219.645	218.182	221.109
2010		222.049		223.821		224.185		224.195		224.352		224.152	223.624	223.012	224.236
2011		226.638		231.600		230.605		231.445		232.371		231.109		229.074	231.600

12-Month Percent Change

Series Id: CWURA422SA0,CWUSA422SA0
 Not Seasonally Adjusted
Area: San Francisco-Oakland-San Jose, CA
Item: All items
Base Period: 1982-84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2008		2.9		3.2		4.7		4.6		3.8		-0.2	3.3	3.6	3.1
2009		0.9		0.3		-0.2		0.0		0.2		3.0	0.6	0.3	0.8
2010		2.4		2.4		1.4		1.3		1.2		1.8	1.8	2.2	1.4
2011		2.1		3.5		2.9		3.2		3.6		3.1		2.7	3.3

TOOLS

- Areas at a Glance
- Industries at a Glance
- Economic Releases
- Databases & Tables
- Maps

CALCULATORS

- Inflation
- Location Quotient
- Injury And Illness

HELP

- Help & Tutorials
- FAQs
- Glossary
- About BLS
- Contact Us

INFO

- What's New
- Careers @ BLS
- Find It! DOL
- Join our Mailing Lists
- Linking & Copyright Info

RESOURCES

- Inspector General (OIG)
- Budget and Performance
- No Fear Act
- USA.gov
- Benefits.gov
- Disability.gov

Dea, Michelle

From: Chin, Joe
Sent: Monday, March 05, 2012 8:53 PM
To: Hall, James C (San Francisco)
Cc: Dea, Michelle; Suntay, Chad; Alameida, Ronald; Otsuka, Ellen
Subject: Re: CPI Rate Adjustment

Confirmed. The yearly CPI adjustment for the hourly rates is consistent with the contract provisions.

Joe

Sent from my iPhone

On Mar 5, 2012, at 5:05 PM, "Hall, James C (San Francisco)" <James.Hall@jacobs.com> wrote:

This email confirms my conversation and understanding that the Jacobs' consultants: Saylor, Chaves and Luster can increase their hourly rates by 3.1% per the US CPI. These consultants will reflect their revised rates beginning with their February Invoice.

James C. Hall
Sr. Project Manager
SFGH Rebuild Project
1001 Potrero Ave.
Bldg. 40, 3rd Floor
Box 131 (USPS)
San Francisco, CA 94110
415.695.3867 direct
415.810.2655 mobile
415.695.0530 fax
James.Hall@Jacobs.com
www.Jacobs.com

***MISSION STATEMENT:** Working collaboratively we commit to design and build the "San Francisco General Hospital and Trauma Center" within budget, on schedule and to the highest standards of quality and sustainability, for the benefit of the community.*

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damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Supervision of Minors

Left blank by agreement of the parties

61. Slavery Era Disclosure

Left blank by agreement of the parties.

62. Automated Clearing House (ACH) "electronic" payments

The City will issue payments to Contractor through the City's electronic payment system called PayMode-X®. Contractor acknowledges and agrees to receive payment electronically through this system. Contractor shall not be entitled to any additional cost or charge under this Contract for using or failing to use the electronic payment system. Nor shall Contractor be entitled to any additional cost or charge for delays or failures of the electronic payment system to complete a payment transaction.



Edwin M. Lee, Mayor
Mohammed Nuru, Director



Stacey Camillo, Division Manager

TRANSMITTAL LETTER
PROFESSIONAL SERVICE AGREEMENT MODIFICATIONS

November 13, 2013

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

Project: Executive Construction Management Services for the SFGH Rebuild
Program through 12/31/2016 - Modification #5

Modification Amount: Add \$3,102,372.00 and 0 days to the Agreement.

Job No.: 6694A

DPW Order No.: 177,756

Controller's Certification: Reference this # on your invoices: DPAT09000042-01

Date Posted: 11/13/2013

This Transmittal Letter forwards a copy of the Modification of Agreement #5 and Contract Purchase Order No. DPAT09000042-01 in the total as-modified to date, \$16,339,244.00, for the subject project. Contract expiration date is 12/31/2016.

Yours truly,

for

by: Stacey Camillo
Division Manager, Contract Administration

cc: Joe Chin, BDC

Attachments: Modification of Agreement #5
Contract Purchase Order DPAT09000042

SC:cc



END OF DOCUMENT

**ATTACHMENT A
CONTRACT MODIFICATION NO. 5**

Pursuant to Section 3 (Term of the Agreement), Section 6 (Compensation), and Section 34 (Modification of Agreement) of the Agreement (DPW Order No.: 177,756) between the City and County of San Francisco and Jacobs Project Management Co., the amount of the Agreement shall be increased by \$3,102,372 (Three Million One Hundred Two Thousand Three Hundred Seventy-Two Dollars) for Executive Construction Management Services for the San Francisco General Hospital Rebuild Program.

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

SCOPE OF WORK:

BASE SCOPE

Per the Base Contract, Jacobs Project Management Co. will provide executive construction management services for the San Francisco General Hospital Rebuild Program.

ADDED SCOPE IN THIS MODIFICATION

1. This modification is for additional estimated level of effort for continued executive construction management services, for the period of October 2013 through September 2014.
2. Memorialize previous billing rate adjustments per the Consumer Price Index (CPI)
3. Modify Article 45 of the Agreement
4. Add Articles 63 and 64 to the Agreement

See Appendix A – Scope of Work

COMPENSATION: Professional service fees for this contract shall be increased by Three Million One Hundred Two Thousand Three Hundred Seventy-Two Dollars (\$3,102,372).
Appendix B – Calculation of Charges

TOTAL COMPENSATION (Fee + Reimbursables):

Sixteen Million Three Hundred Thirty Nine Thousand Two Hundred Forty Four Dollars (\$16,339,244)

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

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

APPENDIX A

SCOPE OF WORK

1. The scope of work under this modification includes additional level of effort to provide continued executive construction management services, estimated for the period of October 2013 through September 2014. Tasks include but are not limited to document control, cost estimating/cost control, scheduling/schedule control and providing construction administration support as outlined in the Agreement. Reference EXHIBIT 1 (attached) for revised level of effort.
2. Continuing usage of executive construction management services will be contingent upon annual review of Jacobs' performance. The criteria for performance evaluation are listed in EXHIBIT 2, Department of Public Works Consultant Performance Evaluation Form (attached). In addition, on a bi-annual basis, a report which includes forecasted versus actual budget utilization will be submitted to the Program Manager, for review and evaluation.

This modification also memorializes billing rate adjustments "based on the annual percentage change of the Consumer Price Index (CPI)" from certification of Jacobs Project Management Co.'s Contract, September 10, 2008, through the date of this Modification, pursuant to Appendix B Fee Schedules of the Contract. Billing rates are adjusted annually at the beginning of each calendar year. Reference EXHIBIT 3 for billing rate adjustments to date.

3. Modify as follows:

45. Intentionally Left Blank (Earned Income Credit (EIC) Forms)

4. Add the following:

63. Electronic Contract Modification Approval Processing

Contract Modifications (Mods) will be processed and approved electronically utilizing the Microsoft SharePoint© software. Participating contractors and consultants agree to execute Mods electronically after, 1) executing a Confidentiality Agreement provided by the City on behalf of its company, 2) having all authorized company representatives that will execute Mods complete training on using this electronic approval system (training to be provided by the City at no expense to contractors and consultants), and 3) submitting a completed executed User Access Setup form for each company representative using the electronic Modification approval system. Contractors and consultants shall also agree to immediately notify the City of any changes to authorized users of this Mod approval system.

64. Cooperative Drafting.

This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by

legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

APPENDIX B

CALCULATION OF CHARGES

The City will authorize the Consultant to perform only those services under this Modification covered by certified funds. The Consultant acknowledges and agrees that any service performed in excess of the value of the certified funds would be unauthorized and performed at the Consultant's own risk.

FEE: Professional service fees for this modification shall not exceed Three Million One Hundred Two Thousand Three Hundred Seventy-Two Dollars (\$3,102,372).

1. Actual performance shall proceed by task order. From time to time, the City will issue task orders to the Consultant. Each task order will identify the scope of work required by that order and specify a not-to-exceed amount. The Consultant shall perform only those services described in the task order.

Task Order No. 2 in this Modification, includes the following tasks covered by \$3,102,372 of certified funds (estimated budget for services during the period of October 2013 – September 2014):

- Construction Administration/Document Control Tasks (See EXHIBIT 4, Task 2.A. from the Contract)
 - Construction Scheduling/Schedule Control Tasks (See EXHIBIT 4, Task 2.B. from the Contract)
 - Budget/Cost Estimating/Cost Control Tasks (See EXHIBIT 4, Task 2.C. from the Contract)
 - Quality Assurance/Quality Control Inspection Tasks (See EXHIBIT 4, Task 2.D.)
2. See attached EXHIBIT 3, Fee Schedules with modified rates for Jacobs Project Management Co. (Prime), Luster (Sub-consultant), Saylor Consulting Group (Sub-consultant), and Chaves & Associates (Sub-consultant)).

Jacobs Contract Modification No. 5 – Contract Cost Information

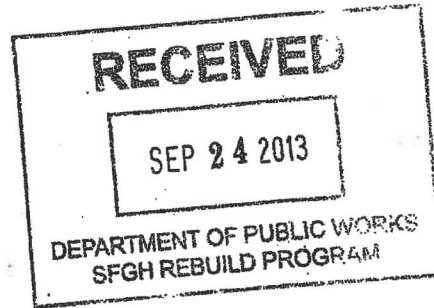
Item No.	Description	Total Fee
1	Jacobs (Prime Consultant) – Executive CM	\$1,384,588
2	Chaves – Document Control	\$353,426
3	Luster – Project Controls	\$296,458
4	Saylor Consulting – Cost Estimating	\$1,067,900
Total of Modification 5:		\$3,102,372

Original Contract Amount:		<u>\$8,000,000</u>
Previous Modifications:	\$5,236,872	
Contract Amount prior to this Modification:		<u>\$13,236,872</u>
Amount of this Modification:	<u>\$3,102,372</u>	
Contract Amount including this Modification:		<u>\$16,339,244</u>

1001 Potrero Ave.
Box 131, Bldg 40 3rd Flr
San Francisco, California 94110
415.695.3867

September 20, 2013

Ron Alameida
City & County of San Francisco
Department of Public Works
1001 Potrero Ave.
3rd Floor
San Francisco, CA 94110



Subject: Jacobs Amendment Proposal for October 2013 – September 2014
Reference: San Francisco General Hospital Rebuild Project

Dear Ron:

Please find the attached cost proposal to extend Jacobs' project team through September 2014 with the encumbrance release of \$3,102,373.² The Board of Supervisors has approved a total contract value of \$16,400,000 of which this encumbrance will revise the available funding from \$13,236,872 to \$16,339,245.⁴ The HRC requirements are being met and exceeded with a LBE percentage of 45.8% for this amendment. Jacobs is currently forecasting that we will go beyond the Contract dollar amount of \$16,400,000 in October 2014.

Your prompt execution of this request will be appreciated. If you need further details or information please contact me immediately.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read "James C. Hall".

James C. Hall
Sr. Project Manager

Cc: Larry Colson
Kathy Miller
Joe Whittle
Ellen Otsuka
File

EXHIBIT 1

Overall Schedule		2013				2014										2014			
		OCT	NOV	DEC	TOTALS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTALS				
FTE HOURS		160	152	192		152	160	200	160	152	200	152	160	192					
FEE SCHEDULE																Hours	Dollars		
Principal	L. Colson	16	16	16	48	16	16	16	16	16	16	16	16	16	16	144	192	\$ 40,108.18	
Senior Construction Manager	J Hall	160	152	192	504	152	160	200	160	152	200	152	160	192	1528	2032	\$ 384,878.30		
Lead Planner/Scheduler	M Glasser	8	8	8	24	8	8	8	8	8	8	8	8	8	72	96	\$ 15,763.51		
Lead Planner/Scheduler	M Stevenson	160	152	192	504	152	160	200	160	152	200	152	160	192	1528	2032	\$ 333,680.33		
Lead Planner/Scheduler	P Koyada	160	152	192	504	152	160	200	160	152	200	152	160	192	1528	2032	\$ 333,680.33		
Scheduling Engineer/Estimator	J Slaughter	80	80	80	240	80	80	80	80	80	80	80	80	80	720	960	\$ 155,878.08		
Project Engineer	S Hutton / G Lehn	24	24	24	72	24	24	24	24	24	24	24	24	24	216	288	\$ 29,609.96		
Consultant 5% Markup																		85,889.24	
Subtotal Misc & Travel		500	500	500	1500	400	400	400	400	400	400	400	400	400	3600			\$ 5,100	
TOTAL JACOBS STAFF FEES																		\$ 1,384,588	
SUB-CONSULTANTS:		2013				2014										2014		Hours	Dollars
		OCT	NOV	DEC	TOTALS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTALS				
Chaves & Assoc, Document Control																			
Administrative Supervisor	Linda Royce	160	152	192	504	152	160	200	160	152	200	152	160	192	1528	2032	\$ 353,426		
Luster																			
Project Engineer	Steve Owsley	160	152	192	504	152	160	200	160	152	200	152	160	192	1528	2032	\$ 296,458		
Saylor Consulting, Estimating																			
Principal	Brad Saylor	16	16	16	48	16	16	16	16	16	16	16	16	16	144	192			
Senior Estimator	Tim Coyle	80	80	80	240	80	80	80	80	80	80	80	80	80	720	960			
Senior Estimator	Vu Dang	160	152	192	504	152	160	200	160	152	200	152	160	192	1528	2032			
Estimator	Aaron Wong	160	152	192	504	152	160	200	160	152	200	152	160	192	1528	2032			
Saylor Consulting, Estimating		416	400	480	1296	400	416	496	416	400	496	400	416	480	3920	5216	\$ 1,067,900		

Contract Mod Allocation Summary		% Allocation
Jacobs	\$1,384,588	45%
Chaves (LBE)	\$353,426	11%
Luster	\$296,458	10%
Saylor (LBE)	\$1,067,900	34%
Total	\$3,102,372	100%

Contract Mod #5 Amount	\$ 3,102,372
Current Contract Value as of June 2013	\$ 13,236,872
New Total Contract Value	\$ 16,339,244

EXHIBIT 2

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
CONSULTANT PERFORMANCE EVALUATION FORM**

Bureau of Architecture

Bureau of Construction Management

Bureau of Engineering

Project Management

PROJECT DATA

J.O.# _____ Project Name: _____

Consultant Work Scope: _____

CONSULTANT DATA

Name & Address _____

Consultant Contact _____ Phone _____

Prime Sub-Consultant

CONTRACT DATA

DPW Order # _____ PCS# _____

CSO# (if applicable) _____

Agreement Date (or CSO date) Start _____ Completion _____

Contract Amount (or CSO amount) Original \$ _____ Final \$ _____

OVERALL RATING SUMMARY

	Exceeded Standards	Satisfactory	Unsatisfactory
Quality of Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness to Staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Budgetary Factors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Rating	_____		

AGENCY SIGNATURES

Project Manager Name _____ Signature _____ Date _____

Program Manager _____

Route to: Division Manager

EXHIBIT 2

DETAILED RATINGS

Please check applicable boxes

E = Exceeded Standards

S = Satisfactory

U = Unsatisfactory

N/A = Not applicable

Item	Quality of Work	E	S	U	N/A	Item	Responsiveness to the City	E	S	U	N/A
A	Project Construction Controls Systems (PCCS) Team Support					I	Timeliness of Invoice Submittal				
	Metrics:						<ul style="list-style-type: none"> Invoices are to be submitted within 30 days of a billing period (Example: Invoice for services during the period of May 1 - 30, 2011, are to be submitted by June 30, 2011). 				
	<ul style="list-style-type: none"> PCCS system shall not have down time of more than 1% of construction time. 										
B	Resource & Contract Budget Management Efficiency					J	Timely Responses of Contract Tasks				
	Metrics:						<ul style="list-style-type: none"> Submittal Responses - Within 5 business days upon receipt of response from the Architect. CPM Schedule Analysis - Due on 3rd Thursday each month Document scanning/archiving - Duration between received date and e-file date shall not exceed 1 week, based on DPW spot check. 				
	<ul style="list-style-type: none"> Actual costs per year are not to exceed projection-based encumbrances. If exceeded, justification shall be provided. 										
C	Construction Budget Support					K	Timeliness of Deliverables				
	<ul style="list-style-type: none"> Upon receipt of an RFPCO from the CM/GC, Jacobs will provide a draft analysis/recommendation within 72 hours. 						<ul style="list-style-type: none"> Cost Estimates/Change Orders - Draft assessment due within 2 weeks after CM/GC submits a change order request. Monthly Report - Due on 3rd Friday each month. Meeting Minutes - within six (6) business days of OAC Meeting 				
D	Clarity of Contract Task Communications					L	Communication & Conflict Management / Teamwork				
	<ul style="list-style-type: none"> CPM Analysis - Jacobs is to provide understandable, succinct assessment and recommendation. Document Control - Documents are to be filed correctly per quarterly audits by DPW. 						<ul style="list-style-type: none"> Manner of communication/support is to be consistent with Integrated Project Delivery approach. 				
E	Completeness of Deliverables					M	Timeliness in Notifying City of Major Issues				
	<ul style="list-style-type: none"> Deliverables are to be complete, with clear identification of contents, appropriate exhibits/components and concise executive summary. Examples are: cost reports, Monthly Reports, etc. 						<ul style="list-style-type: none"> DPW is to be notified of major issues within the same day of Jacobs' 				
Item	Budgetary Factors	E	S	U	N/A						

EXHIBIT 3

Jacobs Project Management Co.
 Fee Schedule (including Annual Billing Rate Adjustments per CPI)

	Position	Company	Sept. 2008 - Base Rate	Jan. 2009 - Dec. 2009 Rates	Jan. 2010 - Dec. 2010 Rates	Jan. 2011 - Dec. 2011 Rates	Jan. 2012 - Dec. 2012 Rates	Jan. 2013 - Dec. 2013 Rates
				0.87%	0.6%	1.100%	3.100%	2.900%
1	Principal	Jacobs	\$ 187.71	\$ 189.34	\$ 190.48	\$ 192.57	\$ 198.54	\$ 204.30
2	Construction Manager	Jacobs	\$ 147.84	\$ 149.13	\$ 150.02	\$ 151.67	\$ 156.37	\$ 160.91
3	Cost Engineer/Estimator	Jacobs	\$ 158.54	\$ 159.92	\$ 160.88	\$ 162.65	\$ 167.69	\$ 172.55
4	Scheduling Engineer/Estimator	Jacobs	\$ 145.90	\$ 147.17	\$ 148.05	\$ 149.68	\$ 154.32	\$ 158.80
5	Project Engineer	Jacobs	\$ 92.39	\$ 93.19	\$ 93.75	\$ 94.78	\$ 97.72	\$ 100.55
6	Administrative/Clerical Support	Jacobs	\$ 52.60	\$ 53.06	\$ 53.38	\$ 53.97	\$ 55.64	\$ 57.25
7	Advisor	Jacobs	\$ 228.60	\$ 230.59	\$ 231.97	\$ 234.52	\$ 241.79	\$ 248.81
8	Lead Planner/Scheduler	Jacobs	\$ 147.54	\$ 148.82	\$ 149.72	\$ 151.36	\$ 156.06	\$ 160.59
9	Sr. Construction Manager	Jacobs	\$ 170.19	\$ 171.67	\$ 172.70	\$ 174.60	\$ 180.01	\$ 185.23
10	Principal	Luster National	\$ 213.70	No Change	No Change	No Change	\$ 220.32	\$ 226.71
11	Project Manager	Luster National	\$ 131.21	No Change	No Change	No Change	\$ 135.28	\$ 139.20
12	Construction Manager	Luster National	\$ 147.94	No Change	No Change	No Change	\$ 152.53	\$ 156.95
13	Assistant Construction Manager	Luster National	\$ 98.95	No Change	No Change	No Change	\$ 102.02	\$ 104.98
14	Cost Engineer/Estimator	Luster National	\$ 116.11	No Change	No Change	No Change	\$ 119.71	\$ 123.18
15	Scheduling Engineer/Estimator	Luster National	\$ 106.86	No Change	No Change	No Change	\$ 110.17	\$ 113.37
16	Project Engineer	Luster National	\$ 131.31	No Change	No Change	No Change	\$ 135.38	\$ 139.31
17	Office Engineer	Luster National	\$ 76.01	No Change	No Change	No Change	\$ 78.37	\$ 80.64
18	Field Engineer	Luster National	\$ 100.31	No Change	No Change	No Change	\$ 103.42	\$ 106.42
19	Field Technician	Luster National	\$ 69.30	No Change	No Change	No Change	\$ 71.45	\$ 73.52
20	Construction Inspector	Luster National	\$ 103.91	No Change	No Change	No Change	\$ 107.13	\$ 110.24
21	QA/QC Inspector/Coordinator	Luster National	\$ 113.80	No Change	No Change	No Change	\$ 117.33	\$ 120.73
22	Administrative Supervisor	Luster National	\$ 65.61	No Change	No Change	No Change	\$ 67.64	\$ 69.61
23	Administrative/Clerical Support	Luster National	\$ 45.07	No Change	No Change	No Change	\$ 46.47	\$ 47.81
24	Project Director	Luster National	\$ 187.21	No Change	No Change	No Change	\$ 193.01	\$ 198.61
25	Principal	Saylor	\$ 175.18	No Change	No Change	No Change	\$ 180.61	\$ 185.85
26	Project Manager	Saylor	\$ 155.88	No Change	No Change	No Change	\$ 160.71	\$ 165.37
27	Senior Estimator	Saylor	\$ 146.12	No Change	No Change	No Change	\$ 150.65	\$ 155.01
28	Chief Estimator	Saylor	\$ 155.88	No Change	No Change	No Change	\$ 160.71	\$ 165.37
29	Cost Engineer/Estimator	Saylor	\$ 94.30	No Change	No Change	No Change	\$ 97.22	\$ 100.03
30	Scheduling Engineer/Estimator	Saylor	\$ 94.30	No Change	No Change	No Change	\$ 97.22	\$ 100.04
31	Senior Mechanical	Saylor	\$ 146.12	No Change	No Change	No Change	\$ 150.65	\$ 155.02
32	Senior Electrical	Saylor	\$ 146.12	No Change	No Change	No Change	\$ 150.65	\$ 155.02
33	Principal	Chaves & Associates	\$ 172.00	No Change	No Change	No Change	\$ 177.33	\$ 182.47
34	Project Manager	Chaves & Associates	\$ 172.00	No Change	No Change	No Change	\$ 177.33	\$ 182.47
35	Administrative Supervisor	Chaves & Associates	\$ 105.84	No Change	No Change	No Change	\$ 109.12	\$ 112.28
36	Administrative/Clerical Support	Chaves & Associates	\$ 66.15	No Change	No Change	No Change	\$ 68.20	\$ 70.18
37	System Administrator	Chaves & Associates	\$ 172.00	No Change	No Change	No Change	\$ 177.33	\$ 182.47
38	Lead Inspector of Record	Montgomery Corporation	\$ 165.33	No Change	No Change	No Change	No Change	No Change
39	Inspector of Record	Montgomery Corporation	\$ 165.33	No Change	No Change	No Change	No Change	No Change
40	Principal	Davis & Associates	\$ 193.84	No Change	No Change	No Change	No Change	No Change
41	Senior Project Manager	Davis & Associates	\$ 172.83	No Change	No Change	No Change	No Change	No Change
42	Senior Project Associate	Davis & Associates	\$ 166.87	No Change	No Change	No Change	No Change	No Change
43	Project Manager	Davis & Associates	\$ 157.93	No Change	No Change	No Change	No Change	No Change

EXHIBIT 3

<u>Position</u>		<u>Company</u>	<u>Sept. 2008 - Base Rate</u>	<u>Jan. 2009 - Dec. 2009 Rates</u>	<u>Jan. 2010 - Dec. 2010 Rates</u>	<u>Jan. 2011 - Dec. 2011 Rates</u>	<u>Jan. 2012 - Dec. 2012 Rates</u>	<u>Jan. 2013 - Dec. 2013 Rates</u>
				0.87%	0.6%	1.100%	3.100%	2.900%
44	Project Associate	Davis & Associates	\$ 146.12	No Change	No Change	No Change	No Change	No Change
45	Proejct Coordinator	Davis & Associates	\$ 134.10	No Change	No Change	No Change	No Change	No Change
46	Communications Coordinator	Davis & Associates	\$ 77.48	No Change	No Change	No Change	No Change	No Change
47	Graphic Designer	Davis & Associates	\$ 109.18	No Change	No Change	No Change	No Change	No Change
48	Principal	APSI	\$ 225.13	No Change	No Change	No Change	No Change	No Change
47	Scheduling Engineer/Estimator	APSI	\$ 134.17	No Change	No Change	No Change	No Change	No Change



Transmittal Cover Sheet

Detailed, Grouped by Each Transmittal Number

SFGH
1001 Potrero Ave.
San Francisco, CA 94110

Project # R1W28401 **Jacobs Project Management Company**
Tel: 415.695.3866 Fax: 415.695.0530

Date: 1/22/2013

Reference Number: 0666

Transmitted To

Ronald Alameida
* DPW - San Francisco
1001 Potrero Avenue
Building 40, 3rd Floor
Mailbox 173
San Francisco, CA 94110
Tel: 415.695.3861
Fax: 415.695.0530

Transmitted By

Linda Royce
* Jacobs Facilities, Inc
1001 Potrero Ave.
Bldg 40, 3rd Floor
Box 131
San Francisco, CA 94110
Tel: 415-695-3866
Fax: 415-695-0530

Acknowledgement Required

Package Transmitted For

Information

Delivered Via

Hand

Tracking Number

100.01

Item #	Qty	Item	Reference	Description
0001	1.00	Invoice	100.01	2012 Annual CPI Rate Adjustment for Jacobs Invoicing

Co.	Company Name	Contact Name	Copies	Notes
	Jacobs Project Management Company	Ellen Otsuka	1	
	Jacobs Project Management Company	Joe Whittle	1	
	DPW - San Francisco	Michelle Dea	1	
	Jacobs Project Management Company	Larry Colson	1	
	DPW - San Francisco	Sharon Leary	1	

Remarks

RECEIVED

JAN 22 2013

DEPARTMENT OF PUBLIC WORKS
SFGH REBUILD PROGRAM

Linda Royce

Signature

1/22/2013

Signed Date

JACOBS

EXHIBIT 3

1001 Potrero Ave.
Bldg 40, 3rd Floor
Box 131 (USPS)
San Francisco, California 94110
415-695-3867 Fax 415-695-0530

January 22, 2013

Ronald Alameida
SFPDW
1001 Potrero Ave.
Bldg 40, 3rd Floor
San Francisco, CA 94110

Subject: 2012 Annual CPI Rate Adjustment for Jacobs Invoicing

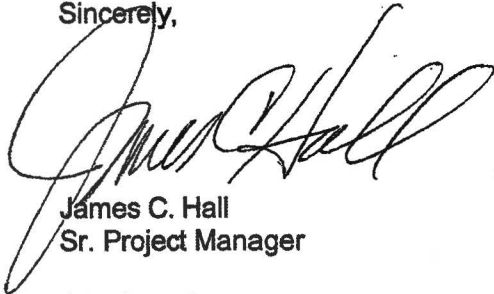
Reference: San Francisco General Hospital Rebuild Project

Dear Ron:

Please be advised that the 2012 Consumer Price Index rate for the San Francisco area as determined by the U.S. Bureau of Labor Statistics is 2.9%. The attached sheet from U.S. Bureau of Labor Statistics validates this percentage. Jacobs will adjust their hourly rates by this percentage (2.9%) beginning January 1, 2013.

If you take any exception to this letter please advise me immediately.

Sincerely,



James C. Hall
Sr. Project Manager

Attachments

Cc: M. Dea
S. Leary
J. Whittle
E. Otsuka
L. Colson
File

Jacobs Project Management Co.

Databases, Tables & Calculators by Subject

FONT SIZE:

Change Output Options:

From: 2002 To: 2012

include graphs

[More Formatting Options](#)

Data extracted on: January 17, 2013 (10:43:43 AM)

Consumer Price Index - Urban Wage Earners and Clerical Workers

Series Id: CWURA422SA0
 Not Seasonally Adjusted
 Area: San Francisco-Oakland-San Jose, CA
 Item: All items
 Base Period: 1982-84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2002		186.8		188.8		189.1		189.3		190.0		189.6	188.8	188.0	189.6
2003		193.7		193.6		192.2		192.3		191.9		191.1	192.4	192.9	191.9
2004		194.1		194.7		195.4		195.0		196.4		195.9	195.0	194.4	195.7
2005		197.3		199.3		197.5		199.5		202.6		199.3	199.1	197.9	200.3
2006		202.5		204.9		205.2		206.7		206.2		205.6	204.9	203.7	206.1
2007		208.803		211.189		211.422		211.620		213.133		214.204	211.370	209.986	212.754
2008		214.913		217.913		221.454		221.385		221.192		213.685	218.441	217.487	219.396
2009		216.797		218.587		220.996		221.279		221.708		220.121	219.645	218.182	221.109
2010		222.049		223.821		224.185		224.195		224.352		224.152	223.624	223.012	224.236
2011		226.638		231.600		230.605		231.445		232.371		231.109	230.337	229.074	231.600
2012		234.648		236.626		236.890		238.445		240.864		236.454	237.097	235.572	238.622

12-Month Percent Change

Series Id: CWURA422SA0
 Not Seasonally Adjusted
 Area: San Francisco-Oakland-San Jose, CA
 Item: All items
 Base Period: 1982-84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2002		1.8		2.1		1.2		1.4		1.3		1.7	1.7	1.9	1.4
2003		3.7		2.5		1.6		1.6		1.0		0.8	1.9	2.6	1.2
2004		0.2		0.6		1.7		1.4		2.3		2.5	1.4	0.8	2.0
2005		1.6		2.4		1.1		2.3		3.2		1.7	2.1	1.8	2.4
2006		2.6		2.8		3.9		3.6		1.8		3.2	2.9	2.9	2.9
2007		3.1		3.1		3.0		2.4		3.4		4.2	3.2	3.1	3.2
2008		2.9		3.2		4.7		4.6		3.8		-0.2	3.3	3.6	3.1
2009		0.9		0.3		-0.2		0.0		0.2		3.0	0.6	0.3	0.8
2010		2.4		2.4		1.4		1.3		1.2		1.8	1.8	2.2	1.4
2011		2.1		3.5		2.9		3.2		3.6		3.1	3.0	2.7	3.3
2012		3.5		2.2		2.7		3.0		3.7		2.3	2.9	2.8	3.0



Appendix A (continued)

- Reviewing, evaluating, validating, and reconciling construction cost estimates and project cost projections and escalations prepared by A/E Team and CM/GC + Design Assist Team participants to facilitate the establishment of a value-targeted budget and scope. Preparing independent cost estimates for all trade packages, including those for which the Core Subcontractors will submit a price.
- Providing detailed construction cost estimates for the major design phases: Schematic Design (SD), Design Development (DD), and Construction Drawings (CD). Participating in cost estimating sessions for reconciliation with the CM/GC's and the A/E Team's cost estimates.
- Providing independent cost estimates at 50% CD and 100% CD, including estimates for each bid package. Compare these cost estimates with the ones prepared by the A/E Team and reconcile the differences. Once the reconciliation process is complete, providing a report documenting the differences and the recommended construction cost.
- Providing cost budget, cost forecasting, and cost monitoring management services. Providing as-needed cost estimates at critical points of the DD to assure completion of the Project within the cost budgets approved by the City.
- Providing other as-needed cost analyses, cost estimating, and cost control services.

1.C. Construction Scheduling/Schedule Control Tasks

- Preparing and monitoring the detailed baseline cost-loaded and resource-loaded SFGH Rebuild Program Master Schedule outlining all tasks and milestones between the SD and CD phases to facilitate and to track the design and financial status of the SFGH Rebuild Program. Baseline Schedules shall also be used to monitor and track all OSHPD and/or City and State-agencies that have jurisdiction over the plan review process.
- Providing monthly updates of the SFGH Rebuild Program Master Schedule. Preparing and submitting reports detailing the monthly updated cost and resource-loaded schedules for the Master Schedule and tracking the progress of the A/E Team through the SD, DD, and CD phases. The status reports shall include information pertaining to the current project schedule and cost expenditures compared to the as-planned baseline project schedule and cost budgets. Recommendations on how to recover from schedule slippages.
- Providing as-needed schedule updates during critical points of the DD and CD phases to assure completion of the design within the baseline schedule timeline. Providing recommendations, as necessary, to ensure that the Project can meet the schedule milestones.
- Preparing status reports regarding project schedule and budget and construction budget expenditures.
- All construction project schedules will be prepared utilizing the Critical Path Method (CPM) and the Primavera suite of programs (P3, P6, Contractor, etc.).

2. CONSTRUCTION PHASE SERVICES

2.A. Construction Administration/Document Control Tasks

- Establishing and maintaining overall Project and Construction Controls Systems (PCCS) throughout the Project, including automated daily workflow processing and automated reporting. The PCCS will be implemented during the design phase to facilitate and document communication between the A/E Team, CM/GC + Core Subcontractors, the City, and other Consultants and will continue to be used throughout the construction to post-construction phases. PCCS to utilize common commercially available web-based database; ProLog Website, CMiC Collaboration software, or equal, which includes the following minimum features: change order and change order request tracking and management, contract management, CAD reader, Xref uploading, field administration, procurement, project dashboard, program dashboard, project reporting, project logs, tracking RFIs/submittals, document management and archival, redline tools, photo management, punch list, collaboration tools, and cost management.
- Providing access and support services to the A/E Team, CM/GC, the City, and other Consultants to the PCCS.
- Developing, implementing, and maintaining a project documentation system that will be utilized starting at Pre-Construction Phase and continue through the Post-Construction Phase to ensure that a comprehensive and complete of record of project documents is maintained at the completion of the project. This comprehensive and uniform project filing system will be used for tracking, reporting, recording all project documentation for the complete Project. All project documentation shall be scanned in the Adobe Acrobat format (.pdf) and archived onto DVD-Rom storage medias or equivalent, as approved by the City. At project completion, the Executive CM shall deliver the complete project documents, including copies of all scanned digital images, to the City.

Appendix A (continued)

- Providing as-needed construction administration support.
- Establishing processes and procedures and roles and responsibilities of the Project Team to ensure the timely resolution of all issues, including but not limited to, RFIs, Submittals, Proposed Change Orders (PCOs), Change Orders (CO), Change Order Requests (CORs), Correction Notices, Non-conforming Work Reports, etc.
- Coordinating with CM/GC and A/E Team on the BIM reports/studies and coordination drawings.
- Participating in and recording Integrated Team constructability workshops, reviews and deliverables including Building Information Modeling reports and studies.
- Reviewing and advising on CM/GC's and its subcontractors' shop drawings, fabrication drawings, coordination drawings, submittals, and RFIs for compliance with the Contract Documents.
- Providing expert advice and recommendations on resolving technical and contractual issues and/or disputes that arise during construction between the CM/GC and the A/E Team.
- Reviewing, coordinating and recommending action on all deliverables and submittals from consultants, A/E Team, and CM/GC and Subcontractors on the project.
- Assisting with Community Outreach services.

2.B. Construction Scheduling/Schedule Control Tasks

- Reviewing and analyzing the CM/GC's baseline CPM schedules (cost and resource-loaded). Preparing and submitting reports detailing the review and approval of the CPM schedules.
- Reviewing and analyzing the CM/GC's monthly updated CPM schedules (cost and resource-loaded). Preparing and submitting reports detailing the review and approval of the CM/GC's schedules.
- Reviewing and analyzing the CM/GC's revised CPM schedules (cost and resource-loaded). Preparing and submitting reports detailing the review and approval of the CPM schedules.
- Preparing periodic progress status reports.
- Reviewing and commenting on all schedules submitted by the CM/GC, including "look-ahead" schedules.
- Providing schedule analysis of the impacts of proposed change orders and pending/approved change orders on the project duration and schedule.
- Preparing independent project schedules (as required) for the review and analysis of the CM/GC time impact analysis submittals. Reviewing and analyzing and providing recommendations to the CM/GC's request(s) for time extension.
- Preparing schedule updates and as-built schedules, as required, based on as-built/gathered data.
- Reviewing and negotiating change order requests and change orders as they relate to time impact to the construction schedule.
- Preparing status reports regarding project schedule and budget and as it relates to the construction activity progress and construction budget expenditures.

2.C. Budget/Cost Estimating/Cost Control Tasks

- Developing and implementing a tracking system for the monitoring the status of construction change orders, change order requests, and proposed change orders. Reviewing and advising the City on CM/GC's change order requests/proposals.
- Preparing independent cost estimates to evaluate the change order requests submitted by the CM/GC and Subcontractors. Negotiating change order requests and change orders for both time and cost and providing appropriate recommendations to the City.
- Preparing progress and financial status reports.
- Providing claims and schedule delay analyses.
- Preparing reports monitoring construction progress and construction budget expenditures.

2.D. Inspector of Record Inspection, and Quality Assurance/Quality Control Inspection Tasks

- ~~Providing Hospital Inspector of Record (IOR) services to verify that the construction of the new hospital facility conforms to the approved plans and specifications and any approved change orders to those documents. The IOR shall attend weekly progress meetings with the City, CM/GC, A&E, and Executive CM.~~
- Supporting City Staff to monitor CM/GC's quality assurance/quality control (QA/QC) program.

EXHIBIT 4

Appendix A (continued)

- Developing a reporting system independent of the CM/GC's QA/QC program that tracks, monitors, and documents all work that require testing and inspection and all records of the entities that have inspected such work for acceptance.
- Developing a reporting system independent of the CM/GC's QA/QC program that tracks, monitors, and documents all non-conforming work reports (NCR) and OSHPD and IOR correction notices and correction of such NCR(s) and correction notices.
- Assisting with the coordination of the CM/GC's utility tie-in connections to existing facilities and campus services to minimize disruption to hospital operations.
- Establishing, providing, and maintaining daily and weekly digital photographic records of progress of the work, as needed and approved by the City. Where advantageous and upon request by the City, make digital video camera records of the work. (Note: if this task is included in the specifications as a Contractor's requirement, then the Executive CM shall coordinate and maintain the records.)
- Supporting City Staff in coordination of construction activities with SFGH campus and hospital operations and neighboring community.
- Assisting City Staff to coordinate testing and inspection with OSHPD, SF Building Inspection Department, SF Fire Marshall, and other Agencies having jurisdiction, including commissioning, project close-out, and functional and operational activities.
- The City and/or its other Consultants will be responsible for all special inspection services: (i.e. concrete, reinforcing steel, piling, drilled piers and caissons, in-place density tests, structural welding, high-strength bolting, base isolation, masonry, and spray-on fireproofing). The Executive CM will only be responsible for coordinating all such special inspection activities between the IOR, CM/GC, and the City and its Consultants.
- Reviewing the actual completed work and providing recommendations to the City as they relate to Contractor's payment requests. Monitoring and assisting City Staff in the approval of Contractor's progress payment.
- Performing quality assurance inspections, and miscellaneous field inspections required in the specifications, except those specifically noted to be performed by the CM/GC and its subcontractors. Witnessing, documenting, and preparing reports for all tests and inspections performed by CM/GC and its subcontractors.
- Managing, coordinating, and scheduling all inspections and testing services.
- Coordinating building commissioning services with CM/GC and Third Party Commissioning, as required to satisfy OSHPD and LEED requirements. Coordinating all OSHPD and LEED documentation and close-out activities.

3. CLOSE-OUT PHASE SERVICES

- Coordinating all required OSHPD and LEED close-out documentation and other close-out activities as outlined in the Contract Documents.
- Working with the Third Party Commissioning Authority to ensure that all building commissioning documentation is complete and in compliance with the Contract Documents.
- Assisting and coordinating the implementation of the Building System Start-up and Building Commissioning process between the City's Commissioning Authority, Department of the Environment, A/E Team, IOR, and CM/GC and Subcontractors.
- Assisting the Commissioning Authority in documenting the Endurance Testing to be performed by the CM/GC and Subcontractors.
- Coordinating with the CM/GC and City Staff the training of operation and maintenance of building systems. Providing digital recordings of all such training for record purposes, unless otherwise determined to be performed by the CM/GC or others.
- Developing a system for the tracking of punchlist items. Coordinating with the CM/GC and Subcontractors on the timely correction and completion of all punchlist items. There shall be no outstanding punchlist items at Final Completion. Warranty work shall not constitute punchlist work.
- Coordinating and tracking the delivery of all spare parts, operation and maintenance manuals, warranty documents, training logs, as-built/record drawings, keys, and any other items necessary to the City.
- Assisting with Community Outreach services

4. POST-CONSTRUCTION PHASE SERVICES

City and County of San Francisco		CONTRACT SYSTEM	
Department of Public Works			
MOD - READ ONLY ACCESS			
Contract Document			Expand
Contract System ID			Minimize
Contract ID:	389	Contract Award ID:	389
DPW ID #:	6694A	Record ID:	2276
Contract System Information			Minimize
Mod No:	5	Mod Status:	Approved
DPW Order No:	177756	Mod Date:	09/12/2013
Contract Title:	Executive Construction Management Services for the SFGH Rebuild Program		
Contract Type:	Professional Services	Contract Sub Type:	Formal
Bureau Name:			
Bureau Phone:		Bureau Fax:	
Contract Manager:		Client Name:	
Client Location:			
Click here to go to the Workspace!		Click here to go to CAT!	
Contract Vendor			Minimize
Contractor Name:	Jacobs Project Management Co.		
Contractor Address:	160 Spear Street, Suite 330	Contractor Phone:	
City State, ZIP	San Francisco CA, 94105		
Contractor Contact:		Contractor Email:	james.hall@jacobs.com

Contract Modification Information

Minimize

Award Date: 08/25/2008
NTP Date: 09/10/2008
Start Date: 09/10/2008

Mod Date: 09/12/2013
Mod Certification #: 1234567890
Attachment Name: Attachment A

	Original	This Mod	Previous Mods	Total Mods	%	Total As-Modified
Amount:	\$8,000,000.00	\$3,102,372.00	\$5,236,872.00	\$8,339,244.00	104.24	\$16,339,244.00
Duration:	3035	0	0	0.0		3035
Contract End Date:						12/31/2016

Mod Description: Augment Level of Effort for Continued Executive Construction Management Services (estimated through September 2014)

Contract Modification Summary

Mod No	Amount	Total As-Modified	Duration	Completion Date	Status	Description
0	\$0.00	\$8,000,000.00	3035	12/31/2016	Approved	
1	\$0.00	\$8,000,000.00	0	12/31/2016	Approved	Mod #1 replaces sub Liberty Tree to Luster National. No changes to amount, time or scope.
2	\$0.00	\$8,000,000.00	0	12/31/2016	Approved	Mod #2 adds 2 positions for Jacobs' sub-consultants (Montgomery and Chaves & Associates) and memorializes previous rate adjustments per provisions in the Contract. No change to contract amount, duration or scope. Total contract amount NTE \$8M; term through 12/31/16.
3	\$2,072,208.00	\$10,072,208.00	0	12/31/2016	Approved	COAT12000011. Partial encumbrance #10 and mod #3 to add \$2,072,208. CONTRACT MODIFICATION #3 IS FOR ADDITIONAL ESTIMATED LEVEL OF EFFORT FOR CONTINUED EXECUTIVE CONSTRUCTION MANAGEMENT SERVICES, FOR THE PERIOD OF JULY 2011 THROUGH JUNE 2012. ALSO INCLUDED IN THIS MOD ARE (1) ADDITIONAL SERVICES FOR THE EMERGENCY GENERATOR PROJECT AND (2) THE DELETION OF INSPECTOR OF RECORD SERVICES. CONTRACT TERM REMAINS THROUGH 12/31/16. TOTAL MOD #3 AMOUNT NTE: \$2,072,208.00 AMOUNT FOR 6694A: \$1,922,208; amount for 7025A: \$150,000.
4	\$3,164,664.00	\$13,236,872.00	0	12/31/2016	Approved	Mod #4 is for additional estimated level of effort for continued executive construction management services, for the period of April 2012 through June 2013. Scope of work under this modification includes additional level of effort to provide continued executive construction management services, estimated for the period of April 2012.

Sub Contractors Information				
Minimize				
Sub Contractors:				
Sub Contractor	Type	Percentage(%)	Amount	Scope
Chaves & Associates	LBE W	11.39	\$353,426.00	Administrative
Davis & Associates Communications	LBE M	0.00	\$0.00	Public Relations/Outreach
Montgomery Corporation		0.00	\$0.00	Lead Inspector of Record, Inspector of Record
Liberty Tree Enterprises		0.00	\$0.00	Project Engineer
Saylor Consulting Group	LBE W	34.42	\$1,067,900.00	Cost Estimating
Jacobs Project Management Co.		44.63	\$1,384,588.00	
APSI Construction Management		0.00	\$0.00	
Luster National		9.56	\$296,458.00	Project Engineer - REPLACES LIBERTY TREE ENTERPRISES
Total:		100.00	\$3,102,372.00	

Funding											
Minimize											
Selected Fundings:											
Job Order	Index Code	Task	Task Description	Project Code	Project Detail	Grant Code	Grant Detail	Document No	Suffix	Actual Amount	Amount
6694A	PWAS83CCF08D	53 N	Jacobs (Mod. No. 5)	CHGREB	DS3353			DPAT09000042	06	\$3,102,372.00	\$3,102,372.00
Total:										\$3,102,372.00	

Approvals
Expand
List of Approvers
Expand
Approval Tracking
Expand

List of Approvers		Minimize	
	Primary	Secondary	
Section Manager: Approval:	Joe Chin	Michelle Dea	
Project Manager: Approval:	Ronald Alameida	Joe Chin	
Accounting: Funding Verification:	Sally Chan	Rally Catapang	
Contract Admin: Review:	Carina Carlos	Sung Kim	
HRC: Approval:	Finbarr Jewell	ROMULUS ASENLOO	
Bureau Manager: Approval:	Edgar Lopez	Julia Laue	
Consultant: Approval and Signature:	JAMES HALL		
Deputy Director: Approval and Signature:	Edgar Lopez	Julia Laue	
Director: Approval and Signature:	Mohammed Nuru		

Approval Tracking					Minimize
Title	Status	Username	Comment	created	
Initiation	Created	DPWNT\MDEA	Pending approval of JO No. 6694A, Mod 71.	10/3/2013 11:11:48 AM	
Section Manager Approval	Approved	DPWNT\JCHIN	Approved by JC (10/3/2013)	10/3/2013 12:26:19 PM	
Project Manager Approval	Approved	DPWNT\RALAMEID		10/3/2013 12:43:31 PM	
Accounting Approval	Approved	DPWNT\SSCHAN		10/10/2013 1:40:53 PM	
Contract Admin Approval	OnHold	DPWNT\CCARLOS	Portion of InfoPath form cut-off. Following-up with IT.	10/15/2013 8:29:35 AM	
Contract Admin Approval	OnHold	DPWNT\CCARLOS	10/16/13: Michelle Dea to revise and initial \$1 discrepancy in cover letter, revise calculation errors in Exhibit 1, and confirm if IOR scope was deleted in a previous mod.	10/16/2013 5:13:41 PM	
Contract Admin Approval	Approved	DPWNT\CCARLOS	Revised document received and uploaded to Workspace. PSC amount and term sufficient to cover the requested modification. Insurance is current. Cumulative mods are less than 20% - CMD approval not required. Note: address on K2 web form is not updated; IT aware of issue and working to resolve.	10/17/2013 5:44:49 PM	
CMD Approval	Approved	DPWNT\RASENLOO		10/28/2013 5:12:38 PM	
Bureau Manager Approval	Approved	DPWNT\JLAUE		10/28/2013 7:39:14 PM	
Contractor Approval	Approved	DPWNT\JPMJHALL		10/31/2013 10:05:59 AM	
Deputy Director Approval	Approved	DPWNT\JLAUE		11/1/2013 10:45:11 AM	
Director Approval	Approved	DPWNT\MNURU		11/1/2013 3:05:29 PM	
Contract Admin Final Approval	OnHold	DPWNT\CCARLOS	11/04/13: sending to City Attorney for review and execution. Offline approval.	11/4/2013 1:33:09 PM	
Contract Admin Final Approval	OnHold	DPWNT\CCARLOS	11/04/13: sending to City Attorney for review and execution. Offline approval.	11/4/2013 1:33:12 PM	
Contract Admin Final Approval	OnHold	DPWNT\CCARLOS	11/08/13: received docs from City Attorney's office.	11/12/2013 5:03:26 PM	
Contract Admin Final Approval	Approved	DPWNT\CCARLOS	DPAT09000042 posted. NoM 11/13/13.	11/13/2013 10:10:15 AM	