

**Agreement between the City and County of San Francisco and
PGH Wong Engineering, Inc.**

Contract No. 8974.9

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **July 1, 2012**, in San Francisco, California, by and between **PGH Wong Engineering, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "**Commission.**"

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, the Commission adopted Resolution Number **10-0265** on **August 3, 2010** which authorized the award of said Agreement for the period of **August 23, 2010** through **June 30, 2012**; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update the scope of services to be performed; and

WHEREAS, Commission approved this Modification No. 1 pursuant to Resolution Number **12-0034** on **February 21, 2012**; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number **4106-09/10** on **April 16, 2012**; and

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Agreement dated **August 3, 2010** between Contractor and City.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Section 2. Term of the Agreement is hereby amended to extend the term of the contract for **one thousand ninety-six (1,096) calendar days** for a new ending date of **June 30, 2015**.

3. Section 4. Services Contractor agrees to Perform is hereby amended to replace Appendix A in its entirety and incorporate Appendix A.1, Description of Services, attached hereto and incorporated by reference as though fully set forth herein.

4. Section 5. Compensation is hereby amended to replace Appendix B in its entirety and incorporate with Appendix B.1, Calculation of Charges, attached hereto and incorporated by reference as though full set forth herein. Compensation payable shall be increased by an amount not to exceed **Three Million, Four Hundred Sixty-Five Thousand Seven Hundred Fifty Dollars (\$3,465,750)** for a new total not to

exceed amount of **Five Million Two Hundred Twenty-Three Thousand Dollars (\$5,223,000)**. Appendix C, Staffing Plan is hereby deleted from the Agreement in its entirety.

5. New Section 8. Submitting False Claims; Monetary Penalties is hereby replaced in its entirety to read as follows:

8. Submitting False Claims; Monetary Penalties.

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at: http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.


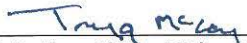
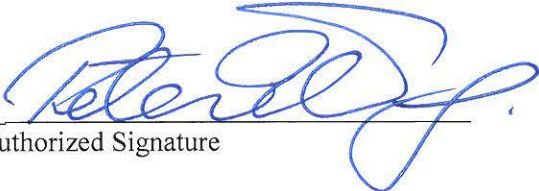


6. New Section 42. Limitations on Contributions is hereby replaced in its entirety as follows:

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

7. Effective Date. Each of the modifications set forth shall be effective on and after **July 1, 2012**

8. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
 By: <u></u> John L. Martin, Airport Director <i>for</i>	<u></u> Authorized Signature
Attest: By <u></u> Jean Caramatti, Secretary Airport Commission	Peter G.H. Wong, P.E. Printed Name
Resolution No: 12-0034 Adopted on: February 21, 2012 Approved as to Form:	CEO Title
Dennis J. Herrera City Attorney By <u></u> Kathryn Luhe Deputy City Attorney	PGH Wong Engineering, Inc. Company Name
	14532 City Vendor Number
	182 – 2 nd Street, Suite 500 Address
	San Francisco, CA 94105 City, State, ZIP
	(415) 566-0800 Telephone Number
	94-2987905 Federal Employer ID Number

APPENDIX A.1
DESCRIPTION OF SERVICES



APPENDIX A.1

DESCRIPTION OF SERVICES

Appendix A is replaced in its entirety with this Appendix A.1 which is attached to, and incorporated by reference in the Agreement made on **August 3, 2010** between the City and County of San Francisco, acting by and through its Airport Commission (Commission), and **PGH Wong Engineering, Inc.** (Contractor). Contractor shall provide all labor, material, equipment and supplies to perform construction management services for the Terminal 3, Boarding Area E Improvements Project (T3-BAE) and select administrative construction management services for the Terminal 3 Improvements Program (T3 Program.) The following tasks are included in the Description of Services to be performed under this contract. This list of tasks is to be used as a general guide and is not intended to be a complete list of all tasks that could be assigned to the Contractor.

TASK 1: CONSTRUCTION MANAGEMENT SERVICES FOR WORK ASSOCIATED WITH THE TERMINAL 3, BOARDING AREA E IMPROVEMENTS PROJECT

A. DOCUMENT CONTROL SERVICES

1. The Contractor shall maintain files of all project documentation in an integrated, accessible electronic format with a hard copy stored in a retrievable system.
2. The Contractor shall maintain status logs of project documents such as: design activities and status, requests for information, submittals, substitution requests, etc.
3. The Contractor shall assess the current computerized document control/reporting systems and recommend upgrades or replacement to support the T3-BAE Project and all associated Projects.
4. The Contractor shall develop and maintain systems for the efficient distribution of project documents to construction contractors, agencies, City departments, and other stakeholders as directed.

B. PROJECT COORDINATION

1. The Contractor shall assist Commission staff with project coordination and development efforts with Airport operations, airlines, agencies and other stakeholders, as required and directed by the Commission
2. The Contractor shall assist with the establishment, implementation, and modification of project administrative procedures.

3. The Contractor shall implement and support an Action Item system to track key project activities.

C. PROJECT PLANNING

1. The Contractor shall assist with planning and programming studies, which may include special engineering studies and reports such as seismic analysis, facility condition assessments, geotechnical/hazmat investigations, etc.
2. The Contractor shall assist with pre-design and/or pre-construction activities, similar to those listed above.

D. DESIGN MANAGEMENT SERVICES

1. The Contractor shall provide third party, peer, and quality assurance reviews of design deliverables and construction documents.
2. The Contractor shall provide management and administration of professional services and/or design build construction contracts.
3. The Contractor shall provide design oversight and monitor design progress and deliverables and recommend corrective action when required.
4. The Contractor shall assist in the development of project design standards.
5. The Contractor shall support the Commission's Public Information and Community Outreach program with suitable documentation in a variety of media.
6. The Contractor shall provide as-needed conceptual or schematic design services in support of the T3-BAE and associated projects as directed by the Commission.

E. CONSTRUCTION MANAGEMENT SERVICES

1. The Contractor shall review construction documents for constructability, impact to Airport operations, and consistency with the project schedule.
2. The Contractor shall review construction work plans.
3. The Contractor shall oversee the trade subcontract procurement process.
4. The Contractor shall evaluate trade subcontract bids and/or cost proposals.
5. The Contractor shall review and/or prepare construction quality assurance/quality control plans.
6. The Contractor shall provide technical, full-time, on-site observation and inspection of the progress and quality of the construction work. (Note: During the construction phase, the

Contractor may need to integrate, within its technical support staff, Airport/City staff to provide on-site observation of the Work, depending upon availability of Airport/City personnel.)

7. The Contractor shall monitor environmental inspection for design-builder's compliance with environmental regulations.
8. The Contractor shall examine materials and equipment being incorporated into the work to verify that they are handled, stored, and installed properly.
9. The Contractor shall coordinate or procure the services of testing laboratories to assure that the proper number and type of tests are being performed in a timely manner.
10. The Contractor shall prepare inspection and engineer's reports for submission to the Commission.
11. The Contractor shall manage the submission of samples, shop drawings, Operation & Maintenance (O&M) manuals, and other submittals between contractors and the Commission. The Contractor shall maintain a log of all submittals.
12. The Contractor shall identify problems encountered in accomplishing the Work and recommend appropriate action to the Commission in order to resolve problems with a minimum effect on the timely completion of the project.
13. The Contractor shall maintain a log of any requests for information and shall prepare the Commission's non-technical responses.
14. The Contractor shall review progress pay requests for accuracy and recommend approval.
15. The Contractor shall review design build contractor reports, as-built drawings, and other construction documentation and ensure information is captured in the Commission's record keeping system.
16. The Contractor shall attend job site meetings and prepare meeting minutes. Review and communicate information presented to the Airport Project Manager and all attendees.
17. The Contractor shall monitor compliance by all Airport contractors on this project of all contract terms and conditions including, but not limited to, HRC requirements, certified payroll requirements, labor standards, drug policy, security requirements, site cleanliness, and safety.
18. The Contractor shall administer the evaluation and negotiation of change orders and prepare and process change orders and contract modifications.
19. The Contractor shall conduct final inspections prior to project acceptance, notify the Commission in a timely manner of the results of the inspections, and administer acceptance procedures and tests for each phase of the project.

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20. The Contractor shall perform project closeout activities.
 21. The Contractor shall support dispute and/or claim resolution analysis and reconciliation efforts.

TASK 2: ADMINISTRATIVE CONSTRUCTION MANAGEMENT SERVICES FOR WORK ASSOCIATED WITH THE TERMINAL 3 IMPROVEMENTS PROGRAM.

All Task 2 activities shall be shared between and in collaboration with the Contract 8974.9 Contractor and the Contract 9048.9 Contractor for the Terminal 3 Improvements Program (“the Contractors”), as agreed to between the parties. The scope of work may include the following:

A. PROJECT CONTROLS AND REPORTING

1. The Contractors shall provide a comprehensive project control system capable of providing all of the tools to successfully control and report on the entire Terminal 3 (T3) Improvements Program associated with this agreement. The Contractors shall recommend a format to use for deliverables by all T3 Improvements Program participants and shall adjust the format to meet the requirements of the Commission. The project control system shall be compatible with MS Word, MS Excel, MS Project, Primavera, AutoCAD and Revit.
2. The Contractors shall provide all T3 Program deliverables and reports in electronic format; accompanied by multiple hard-copies and color duplicates as directed by the Airport's Project Manager.
3. The Contractors shall track and store T3 Program information such as: correspondence, requests for information/clarification, design review comments, budget, cost, cost estimates and schedule and other pertinent T3 Program data in an electronic project management system.
4. The Contractors shall provide the following Project deliverables during all phases of the T3 Program:
 - a. Monthly Cost Reports:
 - 1) The Contractors shall prepare a comprehensive T3 Program monthly cost and budget report which includes:
 - a) All T3 Program costs and earned value estimates including costs and payments to design build contractors and subcontractors and all professional service contractors associated with the T3 Program.
 - b) All T3 Program expenditures incurred by Commission staff and all project participants.
 - c) Monthly cash flow and trend reports for the entire T3 Program and any additional reports as may be requested by the Commission.

- 2) The Contractors shall anticipate and report all potential T3 Program issues, and provide cost recovery recommendations on a monthly basis.

b. Monthly Schedule Reports:

Updated Schedule: The Contractors shall monitor T3 Program progress in relationship to all existing T3 Project baseline schedules. The Contractors shall prepare detailed monthly T3 Program schedule reports and schedule trend reports. The Contractors shall provide T3 Program schedule recovery recommendations on a monthly basis and anticipated schedule phases. The Contractors shall use MS Project or Primavera formats.

c. Monthly T3 Program Progress Reports:

- 1) The Contractors shall prepare monthly T3 Program progress reports in a variety of forms so that varying levels of details are communicated to different management levels within the Commission organization as well as to the Public. The Contractors shall provide T3 Program reports monthly, quarterly, annually, or at-other frequency to be determined by the Commission.
- 2) The Contractors shall collect T3 Program data from information (scope, schedule and budget information) provided by Commission staff, design build contractors and subcontractors and outside agencies; and shall compile, and present the information in a comprehensive format.

B. PROJECT SCHEDULING SERVICES

1. The Contractors shall compile and validate all T3 Program schedules from all Airport designers, contractors, and design builders, as well as external agencies.
2. The Contractors shall generate T3 Program schedules for all phases of each T3 Project.
3. The Contractors shall develop, review, and monitor all T3 Program schedules at various levels appropriate to the required management level during all T3 Program phases.
4. The Contractors shall identify and analyze dependencies, controls, and interfaces between all T3 Program Projects with other airport operational activities, and/or with external projects. The Contractors shall perform alternative analysis project sequence to optimize T3 Program implementation.
5. The Contractors shall review and monitor all T3 Program construction schedules and coordinate schedules with other Airport Projects.
6. The Contractors shall provide T3 Program schedule reporting and analysis services at the appropriate management level.
7. The Contractors shall coordinate and monitor the Contract 9048.A project schedule with the Contract 8974.B schedule and provide an analysis report to the Airport Project Manager.

C. PROJECT BUDGET SERVICES

The Contractors shall support the Commission's financial analyses of the entire T3 Program by:

1. Preparing and reviewing all T3 Program hard and soft cost budget estimates resulting in the establishment of a T3 Program baseline budget.
2. Preparing and reviewing life cycle costs including operations and maintenance costs for the entire T3 Program.
3. Reviewing cost benefit analysis and preparing a summary report for the entire T3 Program.
4. Conducting analysis of financial consequences of design alternatives, alternatives resulting from value engineering reviews of design and construction techniques, and costs due to site and schedule constraints for the entire T3 Program.
5. Providing project level cost and trend management services for the entire T3 Program.
6. Providing a wide range of cost estimates, including pre-construction, concept, budgetary, design, construction and engineer's estimates.
7. Establish a T3 Program cost management system in alignment with, and supportive of, the City and County of San Francisco's budgeting and accounting requirements and systems.
8. Establish, review and support management for appropriate budgetary contingencies and review project risks.
9. Provide budget and funding report services, documenting sources of funds and cash flow projections for the entire T3 Program.
10. Develop and maintain procedures to forecast all T3 Program costs and advise the Airport on corrective actions if budget forecast are to be exceeded.

C. DOCUMENT CONTROL SERVICES

1. The Contractors shall maintain files of all project documentation in an integrated, accessible electronic format with a hard copy stored in a retrievable system.
2. The Contractors shall maintain status logs of project documents such as design activities and status, requests for information, submittals and substitution requests.
3. The Contractors shall assess current computerized document control/reporting systems and recommend upgrades or replacement to support the T3 Program and all associated Projects.
4. The Contractors shall develop and maintain systems for the efficient distribution of project documents to design build contractors, outside agencies, City departments, and other stakeholders as directed.

D. PROJECT COORDINATION

1. The Contractors shall assist Commission staff with T3 Program coordination and development efforts with Airport operations, airlines, agencies and other stakeholders, as required and directed by the Commission.
2. The Contractors shall assist with the establishment, implementation, and modification of project administrative procedures, including contract preparation.
3. The Contractors shall implement and support an Action Item system to track key project activities.
4. The Contractors shall coordinate and document stakeholder programming and design review input.
5. The Contractors shall assist Commission staff with identifying and coordinating Airport and tenant utility infrastructure documentation.
6. The Contractors shall assist Commission staff with TSA security systems and equipment coordination.
7. The Contractors shall assist Commission staff with maintaining active terminal operations, phasing, protection, environmental issues, off-hours work, utility cutovers and associated activities.
8. The Contractors shall review design builder construction documents for constructability, impact to Airport operations, and consistency with all T3 Program schedules. The Contractors shall provide review comments and/or recommendations to the Airport Project Manager.
9. The Contractors shall review proposed T3 Program construction work plans and provide recommendations to the Airport.
10. The Contractors shall examine materials and equipment being incorporated into the work to verify that they are handled, stored, and installed properly.
11. The Contractors shall coordinate environmental inspection for design build contractor's compliance with environmental regulations.
12. The Contractors shall provide all testing and special inspections and materials testing as required by the California Building Code and engineer's reports for submission to the Commission. The Airport Project Manager will judge the acceptability of all testing and inspection means, methods, results and reports performed on behalf of the Contractors. The Airport building official has the authority to require additional testing based on final code requirements and interpretation.
13. The Contractors shall provide successful oversight and coordination of the T3 Program and prepare meeting notes. The Contractors shall review and communicate information presented to Airport Managers and all attendees.

- END OF APPENDIX A.1 -

APPENDIX B.1
CALCULATION OF CHARGES



APPENDIX B.1
CALCULATION OF CHARGES

Appendix B is replaced in its entirety with this Appendix B.1 which is attached to, and incorporated by reference in the Agreement made on **August 3, 2010** between the City and County of San Francisco, acting by and through its Airport Commission (Commission), and **PGH Wong Engineering, Inc.** (Contractor) providing for construction management services for Terminal 3/Boarding Area E Refurbishment Project.

A. GENERAL

1. For the complete and satisfactory performance of the services detailed in Appendix A.1 of this Agreement, the City will pay fees and expenses not-to-exceed **Five Million, Two Hundred Twenty-Three Thousand Dollars (\$5,223,000)** and is broken down as follows: labor of \$4,588,043.35; other direct cost (ODC) allowance of \$184,956.65; and material testing allowance of \$450,000.00. This amount is for the purpose of establishing a budget figure for certification by the Controller only. The total compensation to be paid shall not exceed that amount unless increased by an appropriate amendment to this Agreement.
2. No charges shall be incurred under this Agreement nor shall any payments become due to the Contractor until reports, services, or both required under this Agreement are received from the Contractor and approved by the Commission as being in accordance with this Agreement. In no event shall the Commission be liable for interest or late charges for any late payments.
3. Compensation for work performed under this Agreement will be on a cost-plus-fixed fee payment basis or a fixed lump-sum payment basis, or some combination thereof. Such compensation shall be allowable only to the extent that costs incurred, or otherwise established prices, are consistent with the Federal Cost Principles (Title 48, Code of Federal Regulations, Part 31).

B. METHOD OF PAYMENT

1. Unless approved otherwise by the Commission, the Contractor's services shall be invoiced on a monthly basis and payment will be made within thirty (30) days of receipt of an acceptable invoice with satisfactory backup documentation, approved by the Airport Project Manager. As used herein, the term "invoice" shall include the Contractor's bill or written request for payment under this Agreement for services performed. All invoices shall be made in writing.
2. Unless approved otherwise by the Airport Project Manager, the Contractor shall, within three (3) days after receipt of payment by the Airport specified in this Agreement pay to all of its immediate subconsultants (or their respective assignees) the amounts to which they are entitled, after deducting any prior payments and any amounts due and payable to the Contractor by those subconsultants.

3. The Contractor shall invoice for the Work performed in conformance with procedures approved by the Commission and the then current rate agreement.
 - a. Such invoices shall segregate current costs from previously invoiced costs.
 - b. Costs for individual labor shall be segregated by task and subtasks, if any.
 - c. Notwithstanding the above, in no case shall the Contractor invoice include costs which Airport has disallowed or otherwise indicated that it will not recognize.
4. Such invoices shall be as a minimum, (i) mechanically accurate, (ii) substantially vouchered and properly supported and (iii) in compliance with Contractor's and subcontractor' generally accepted accounting principles
5. The Contractor shall also certify, for each invoice, that (i) the hourly rates for direct labor, whether for Contractor or its subcontractor(s), to be reimbursed under this Agreement are not in excess of the actual hourly rates in effect for the Contractor or subcontractor employees engaged in the performance of services under this Agreement at that time, and (ii) that such hourly rates are in conformance with the current Agreement.
6. The fixed fee for the Contractor or any of its subcontractors shall be billed monthly on all direct labor and indirect costs for services provided in the current invoice at the percentage described in paragraph E below.
7. The Airport's Project Manager reserves the right to withhold payment(s) otherwise due the Contractor in the event of the Contractors material non-compliance with any of the provisions of this Agreement, including, but not limited to, the requirements imposed upon the Contractor in Article 15, Insurance, and Article 16, Indemnification. The Airport shall provide notice of withholding, and may continue the withholding until the Contractor has provided evidence of compliance which is acceptable to the Airport.
8. All invoices shall be made in writing and delivered or mailed to the Airport as follows:

By US mail: **Judi Mosqueda**, Project Manager
San Francisco International Airport
Design and Construction Division (Contract 8974.9)
P.O. Box 8097
San Francisco, CA 94128

By Personal Delivery
Or Express Mail: **Judi Mosqueda**, Project Manager
San Francisco International Airport
Singapore/Airport Commission Building
Design and Construction Division (Contract 8974.9)
710 N. McDonnell Road, 2nd Floor
San Francisco, CA 94128

C. DIRECT SALARY RATE AND DIRECT SALARY RATE ADJUSTMENT

1. The direct labor rate shall not exceed **Ninety-three Dollars (\$93)** per hour. Any rate in excess of this cap will require prior written approval from the Airport's Project Manager.
2. Salaried personnel shall be paid on a maximum of 40 hours per week, with no overtime. Salaried personnel assigned to multiple projects shall be paid on a pro-rata share of a 40-hour week. Signed time cards shall be provided showing all assigned projects and the shared calculation.
3. The direct labor rates agreed upon at the effective date of this Amendment shall remain effective until June 30, 2013. At least thirty (30) calendar days prior to the expiration date stated in this paragraph C.3, the Contractor may submit to the Airport Project Manager any request for direct labor rate increases for consideration. The submission of a proposed direct labor rate increase by the Contractor does not constitute an agreement by the Commission that any proposed rate increase will be accepted by the Commission.

D. BILLING RATES

1. Billing rates shall be used for reimbursement of the cost portion of this cost plus fixed fee Agreement. Billing rates shall be the sum of direct salary rates plus indirect cost. Indirect cost rates for **PGH Wong Engineering, Inc.** shall be **150% for home office personnel and 128% for field office personnel**; for **Dabri, Inc.** shall be **88.69%**; for **The Hanna Group** shall be **151.50%**; for **Kleinfelder** shall be **155%**; and for **Apex Testing Laboratories, Inc.** shall be **155%**. These billing rates are fixed and are not subject to audit by the Commission. Billing rates may be adjusted on July 1st of each year when the direct labor rates are adjusted as stated in section C.3 above. The Commission will not allow indirect cost rates above one hundred fifty-five percent (155%).
2. Whenever possible, billing rates shall be established for home office work using a home office indirect cost rate and field office work using a field office indirect cost rate. The home office indirect cost rate shall be used when staff works in an office provided by the Contractor. The field office indirect cost rate shall be used when staff is assigned full time to an office provided by the Commission. To qualify for the field office indirect cost rate the Commission shall also provide normal office equipment and materials for field office staff such as computers, printers, internet access, phone service, fax, copier, and other office materials such as paper, pens, pencils, etc.

E. FIXED FEE

The fixed Fee for Contractor's work effort, including any subconsultant work at any tier, shall be ten percent (10%) of estimated direct labor and indirect costs of the Contractor and any subconsultants at any tier. There shall be no additional fixed fee markup on the work of first and lower tier subconsultants.

F. OTHER DIRECT COST

1. All travel expenses and cost for vehicle rentals, contractor meals, and per diem into or outside the San Francisco Bay Area shall be subject to prior written approval by SFO. No administration charge may be added to the amount to be reimbursed as other direct costs. No reimbursement shall be provided for faxing documents. No mileage reimbursement shall be provided for automobile trips within the San Francisco Bay Area (less than fifty (50) miles from SFO). No reimbursement shall be provided for contractor meals, accommodations, long distance, and cellular telephone charges within the San Francisco Bay Area (less than fifty (50) miles from

SFO). Specialists, Project Executives, and others that are based out of town, who are not assigned to the jobsite office, must have prior written approval by SFO in order to be reimbursed for salary costs and travel expenses. Regional (remote) executive's travel expenses to visit the local job office are not reimbursable. Part-time jobsite personnel who are shared with other out-of-town clients are not reimbursed for travel expenses.

2. Any ODC expenses in excess of \$500 shall be pre-approved by the Project Manager.

G. APPROVED HOURLY BASE RATES

CLASSIFICATION	RANGE OF RATES
Project Executive	\$80 - \$90
Administrative Construction Manager	\$70 - \$93
Construction Manager	\$70 - \$85
Resident Engineer	\$60 - \$75
Design Manager	\$55 - \$70
Design Review	\$50 - \$75
Assistant Resident Engineer	\$50 - \$70
Office Engineer	\$35 - \$55
Document Control	\$20 - \$40
Contract Administrator (First Source)	\$15 - \$25
Administrative Support (First Source)	\$15 - \$25
Sr. Project Controls	\$55 - \$70
Project Controls Support	\$25 - \$40
Sr. Scheduler	\$50 - \$70
Scheduler	\$40 - \$50
Sr. Estimator	\$55 - \$93
Estimator	\$40 - \$55
Field Coordinator	\$40 - \$55
Sr. Inspector	\$40 - \$60
Inspector	\$30 - \$45
Environmental Monitor	\$30 - \$45
Materials Testing & Special Inspection	\$35 - \$60

END OF APPENDIX B.1

