

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

Modification No. 3

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

THIS MODIFICATION (this "Modification") is made as of **March 6, 2018**, in San Francisco, California, by and between **WCME JV** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission, hereinafter referred to as "**Commission.**"

RECITALS

- A. City and Contractor have entered into the Agreement (as defined below); and
- B. On February 16, 2016, by Resolution No. 16-0053, the Commission awarded this Agreement to the Contractor for an amount not-to-exceed \$8,100,000 for the first year of services; and
- C. On March 21, 2017, by Resolution No. 17-0064, the Commission approved the First Modification to extend the term of the contract by one year and make other administrative changes; and
- D. On October 1, 2017, the City and Contractor administratively modified the Second Modification to the Agreement to update the contractor's labor rates; and
- E. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount, extend the term of the agreement, update Notices to the Parties, and to update the contractor's labor rates; and
- F. On March 6, 2018, by Resolution No. 18-0053, the Commission approved this Modification to the Contractor to increase the contract amount by \$1,890,000 for a new contract amount not-to-exceed \$9,990,000 and to extend the term of the agreement to August 30, 2018; and
- G. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 40697-14/15 on June 27, 2016; and

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

- 1. **Definitions.** The following definitions shall apply to this Modification:

1.1. Agreement. The term "Agreement" shall mean the Agreement dated **February 16, 2016** between Contractor and City, as amended by the:

Modification No. 1, dated **March 21, 2017,** and
Modification No. 2, dated **October 1, 2017.**

1.2. Other Terms. Terms used and not defined in this Modification 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 a new ending date of August 30, 2018.

3. **Section 5. Compensation** is hereby amended to increase the total compensation payable by an amount not to exceed **One Million Eight Hundred Ninety Thousand Dollars (\$1,890,000)** for a new total not to exceed amount of **Nine Million Nine Hundred Ninety Thousand Dollars (\$9,990,000)**.

4. **Section 11.1 Notices to the Parties**, is hereby deleted in its entirety and replaced with the following:

11.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:

By US Mail: Tania Gharechedaghy
Airport Project Manager
San Francisco International Airport
P.O. Box 8097
San Francisco, California 94128
Email: Tania.Gharechedaghy@flysf.com
Fax: (650) 821-7838

By Personal Delivery
or Express Mail: Tania Gharechedaghy
Airport Project Manager
Planning, Design and Construction
San Francisco International Airport
710 N. McDonnell Road, 2nd Floor
San Francisco, California 94128

To Contractor: Simon Casey
Project Manager
PGH Wong Engineering, Inc.
182 2nd Street, Suite 500
San Francisco, CA 94105
Email: scasey@pghwong.com
Fax: (415) 566-6030

Any notice of default must be sent by registered mail delivered by an overnight delivery service or courier. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

5. **Appendix B, Calculation of Charges**, is hereby amended as follows:

a. **Section 1.1** is hereby deleted in its entirety and replaced with the following:

1.1 As set forth in Article 3.3 "Compensation" of the Agreement, Compensation for work performed under Agreement will be on a time and materials basis, and/or a lump sum basis if approved by the Airport Project Manager.

b. **Section 2.5** is hereby deleted in its entirety and replaced with the following:

2.5 All invoices shall be made in writing and delivered or mailed to the Airport at the mailing address listed in Article 11.1, Notice to the Parties, of the Agreement.

c. **Section 3.5 Billing Rates** is hereby deleted in its entirety and replaced with the following:

3.5 BILLING RATES

The following approved Billing Rate ranges are fully burdened, including direct labor rate, overhead, and a 10% fee:





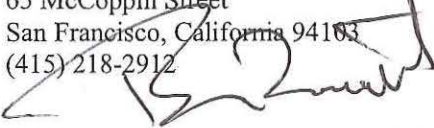
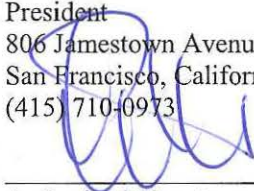

CLASSIFICATION	BILLING RATE	
	Home Office	Field Office
Administrative Assistant - FSH	\$93.81	\$84.22
Airfield and Aircraft Systems Manager	\$244.12	\$220.67
Airline Coordinator/Resident Engineer	\$234.53	\$211.07
Assistant Resident Engineer	\$191.88	\$175.89
Baggage Handling Manager	\$244.12	\$220.67
Concessions Coordinator	\$234.53	\$211.07
Constructability Reviewer	\$234.53	\$211.07
Construction Manager	\$273.97	\$248.38
Cost Control/Lead Office Engineer	\$191.88	\$175.89
Cost Estimator	\$211.07	\$191.88
Deputy Design Manager - SEP Coordinator	\$198.28	\$181.22
Design Manager	\$259.04	\$234.53
Document Control Manager	\$160.97	\$144.98
Environmental Technical Support	N/A	\$197.21
Field Engineer	\$152.44	\$137.52
Geotechnical Technical Support	N/A	\$197.21
Intern	\$93.81	\$84.22
Lab / Material Testing Technician	N/A	\$133.25
MEP Manager	\$244.12	\$220.67
Office Engineer	\$191.88	\$175.89
Project Controls Engineer	\$191.88	\$175.89
Project Controls Manager	\$259.04	\$234.53

Project Manager	\$289.96	\$262.24
QA Inspector	N/A	\$165.23
QA/QC/Code Compliance/Safety Manager	\$183.36	\$165.23
Resident Engineer	\$244.12	\$220.67
Scheduler	\$198.28	\$181.22
Senior Cost Estimator	\$244.12	\$234.53
Senior Inspector	N/A	\$202.54
Senior Scheduler	\$244.12	\$248.38
SEP Manager	\$244.12	\$220.67
Signage and Phasing Coordinator	\$234.53	\$211.07
Special Inspector	N/A	\$165.23
Special Inspector (OSHPD)	N/A	\$202.54
Special Systems Manager	\$289.96	\$262.24
Special Systems Support	\$211.07	\$191.88
Sustainability Manager	\$234.53	\$211.07
Tenant Space Coordinator	\$183.36	\$165.23
TSA OTA Technical Review	\$211.07	\$191.88

6. **Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

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

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

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	 Authorized Signature
By:  Ivar C. Satero, Airport Director	Clifford S. M. Wong President PGH Wong Engineering, Inc. 182 2 nd Street, Suite 500 San Francisco, California 94105 (415) 566-0800
Attest:	 Authorized Signature
By:  Jean Caramatti, Secretary Airport Commission	Ismael G. Pugeda Cooper Pugeda Management, Inc. President 65 McCoppin Street San Francisco, California 94103 (415) 218-2912
Resolution No: 18-0053	 Authorized Signature
Adopted on: March 6, 2018	Brendan P. McDevitt MCK Americas, Inc. President
Approved as to Form:	806 Jamestown Avenue San Francisco, California 94124 (415) 710-0973
Dennis J. Herrera City Attorney	 Authorized Signature
By:  Heather Wolnick Deputy City Attorney	Andrew Petreas Environmental & Construction Solutions, Inc. President 290 Division Street, Suite #307 San Francisco, California 94103 (415) 934-8790
	City Vendor Number: 98846 City Supplier Number: 0000008437 Federal Employer ID Number: 810714202