

CITY AND COUNTY OF SAN FRANCISCO

CONTRACT ORDER

CONTRACT WITH:

PGH WONG & PARTNERS JV

182 2ND STREET, SUITE 500

SAN FRANCISCO, CA 94105

MODIFICATION

ORIGINAL

INCREASE

DECREASE

OTHERS

DEPARTMENT:		CONTROLLER NO.
27 AIRPORT COMMISSION		0000159674
* DEPARTMENT CONTACT		TELEPHONE NO
KRIS OPBROEK		(650) 821-5316
PS Contract	PS PO	DATE:
1000009229	0000159674	03/08/2018
		PAGE <u>1</u> OF <u>1</u>
CATEGORY	SUPPLIER ID	JOB NO.
95877	0000029434	CT 10072.41
PERIOD COVERED:		AMOUNT:
ONE YEAR FROM THE DATE OF NOTICE TO PROCEED		\$300,000.00

FOR THE PURPOSE OF: CT NO. 10072.41 - PROGRAM MANAGEMENT SUPPORT SERVICES (PMSS) FOR THE COURTYARD 3 CONNECTOR PROJECT

TO PROVIDE OVERALL MANAGEMENT EXPERTISE AND OVERSIGHT OF THE COURTYARD 3 CONNECTOR PROJECT FOR A TOTAL NOT TO EXCEED AMOUNT OF \$3,250,000.00 FOR THE FIRST YEAR OF SERVICES.

CSC APPROVAL ON 08/07/2017

PSC# 47501-16/17 (UP TO 08/01/2022) \$280,000,000.00

PSC# FORM 2: 7/1/2017 - 6/30/2018 \$3,250,000.00

THIS ENCUMBRANCE: \$ **300,000.00** 0000159674

TOTAL ENCUMBRANCE: \$ 300,000.00


CONTRACT PERIOD: ONE YEAR FROM THE DATE OF NOTICE TO PROCEED

CONTRACT AWARD: \$3,250,000.00 FOR FIRST YEAR PER COMMISSION RESOLUTION NO. 17-0321.

Insurance Required	PGH WONG	CFWRIGHT CONSULTING	AVILA & ASSOCIATES
Worker's Comp.	9/1/2018	7/1/2018	3/9/2018
\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Comp. Gen. Liab.	12/18/2018	7/1/2018	2/20/2019
\$ 1,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00
Automobile	9/30/2018	7/1/2018	4/20/2018
\$ 1,000,000.00	\$ 2,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Umbrella	12/18/2018	N/A	2/20/2019
\$ 10,000,000.00		\$ 5,000,000.00	\$ 5,000,000.00
Professional Liab.	12/15/2018	7/1/2018	2/20/2019
\$ 10,000,000.00	\$ 2,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00

MAIL INVOICE TO:
KRIS OPBROEK
PLANNING, DESIGN & CONSTRUCTION
San Francisco Airport Commission
P.O. Box 8097
San Francisco, CA 94128

RECOMMENDED AND APPROVED

By:  IVAR C. SATERO Airport Director			Chief Administrative Officer, Board of supervisor		Materials, Supplies & Services Purchaser Real Property Leases & Rents Director of Property		Certification Date: MAR 12 2018	
LN	Number	AMOUNT	ACCOUNT	FUND	DEPT	AUTHORITY	PROJECT	ACTIVITY
01	0000159674	\$ 210,543.00	527990	19391	109722	19698	10004227	0033
02	0000159674	\$ 39,457.00	527990	18510	109722	10345	10004227	0033
03	0000159674	\$ 50,000.00	527990	19383	109722	10345	10004227	0033

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

Agreement between the City and County of San Francisco and

PGH Wong & Partners JV

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

This Agreement is made this 19th day of December, 2017, in the City and County of San Francisco, State of California, by and between: **PGH Wong & Partners JV**, 182 2nd Street, Suite 500, San Francisco, California 94105 (the "Contractor") and the City and County of San Francisco, a municipal corporation (the "City"), acting by and through its Airport Commission (the "Commission").

Recitals

- A. The Commission wishes to enter into an agreement for Project Management Support Services for the Courtyard 3 Connector Project for the San Francisco International Airport (the "Airport" or "SFO"); and
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On August 15, 2017, the Commission issued a Request for Proposals ("RFP") and as a result of the selection process prescribed in the RFP and upon the recommendation of the Airport Director, the Commission determined that the Contractor was the qualified proposer receiving the highest evaluation score; and
- D. On December 19, 2017, by Resolution No. 17-0321, the Commission awarded this Agreement to the Contractor for an amount not-to-exceed \$3,250,000 for the first year of services; and
- E. The Local Business Entity ("LBE") subcontracting participation requirement for this Agreement is 21%; and
- F. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 47501-16/17 on August 7, 2017; and
- G. The Contractor represents and warrants that it is qualified to perform the services required by City under this Agreement;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated by reference into this Agreement.

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration, referred to as "Purchasing," or the Director's designated agent, Airport Commission.

1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Contractor" or "Consultant" means PGH Wong & Partners JV, 182 2nd Street, Suite 500, San Francisco, California 94105.

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.7 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Contractor.

1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.9 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement will commence on the date of the Notice to Proceed and expire one (1) year later, unless earlier terminated as otherwise provided in this Agreement.

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation under this Agreement shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of

Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Airport Director, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached and incorporated by reference as though fully set forth in this Agreement. A portion of payment may be withheld until conclusion of the Agreement if agreed to both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until Airport Commission approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. The City may reject Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide Services consistent with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided in this Agreement.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 LBE Payment and Utilization Tracking System. Contractor must submit all required payment information using the online LBE Utilization Tracking System (LBEUTS) as required by

business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing consistent with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and consistent with Contractor policy and procedure, Contractor shall remedy the deficiency. If City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 Assignment. The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. Without in any way limiting Contractor's liability under the "Indemnification" section of this Agreement, Contractor, or each of Contractor's Joint Venture Partners, must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Professional Services to be provided under this Agreement. If the Contractor is a Joint Venture, each member of the Joint Venture must maintain individual Professional Liability insurance and each policy must include 'Joint Venture' coverage but only for the liability arising out of the professional services performed by the Joint Venture member. The Contractor may be asked to provide all applicable policies for verification of coverage.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees. If the Contractor is a Joint Venture, each Joint Venture Partner's policies must be endorsed to include each other Joint Venture partner AND the Joint Venture as additional insureds.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

5.1.5 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

5.1.6 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability.

5.1.7 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor or any Joint Venture Partner, their employees, agents and subcontractors.

5.1.8 If Contractor or any Joint Venture Partner will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 **Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered under this Agreement. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

Article 8 Termination and Default

8.1 **Termination for Convenience.**

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the supplier, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 Termination for Default; Remedies.

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

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment		
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated into this Agreement by reference, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar

powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
		9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction

6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government

Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Reserved.

10.5 Nondiscrimination Requirements.

10.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 21% of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

10.7 Minimum Compensation Ordinance. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 Health Care Accountability Ordinance. Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has

reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing 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 the board of a state agency 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. 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. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Slavery Era Disclosure. – Not applicable.

10.13 Working with Minors. – Not applicable.

10.14 Consideration of Criminal History in Hiring and Employment Decisions

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco which excludes Airport property. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Public Access to Nonprofit Records and Meetings. – Not applicable.

10.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the provided remedies for noncompliance.

10.17 Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

10.18 Tropical Hardwood and Virgin Redwood Ban. Under San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.18.1 Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

10.19 Preservative Treated Wood Products. – Not applicable.

Article 11 General Provisions

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: Kris Opbroek
Airport Project Manager
San Francisco International Airport
P.O. Box 8097
San Francisco, California 94128
Email: Kris.Opbroek@flysfo.com
Fax: (650) 821-9410

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

Any notice of default must be sent by registered mail. 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.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Reserved

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 *et. seq.*), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, under San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, the Parties may resolve disputes by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations consistent with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim has first been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, *et seq.* Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, *et seq.*

11.7 **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

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

11.9 **Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, 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.

11.13 Order of Precedence. Contractor agrees to perform the services described below consistent with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated September 25, 2017. The RFP and Contractor's proposal are incorporated by reference into this Agreement. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

Article 12 Requirements For Airport Contracts

12.1 Airport Commission Rules and Regulations. Contractor agrees to comply with the Airport Commission's Rules and Regulations for the San Francisco International Airport as amended from time to time. A copy of the current Rules and Regulations can be found at: <http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations>.

12.2 Airport Intellectual Property. Pursuant to Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. All proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior consent.

12.3 Labor Peace / Card Check Rule. Without limiting the generality of other provisions in this Agreement requiring Contractor to comply with all Airport Rules, Contractor shall comply with the Airport's Labor Peace / Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No. 00-0049 (the "Labor Peace / Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace/Card Check Rule, Contractor shall, among other actions: (a) Enter into a Labor Peace/Card Check Rule Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his / her designee, within thirty (30) days after Labor Peace/Card Check Rule Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Contractor shall provide notice by mail to any Labor Organization or federation of labor organizations which have

registered with the Airport Director or his / her designee (registered labor organization”), that Contractor is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Contractor shall provide notice to all registered Labor Organizations that Contractor is seeking to enter into such Subcontract; and (d) Contractor shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If Airport Director determines that Contractor violated the Labor Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition to exercising all other remedies available to him / her.

12.4 Federal Fair Labor Standards Act. This Agreement incorporates by reference the provisions of 29 USC §201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

12.5 Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of 29 CFR §1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR §1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

12.6 Federal Nondiscrimination Requirements. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as “Contractor”) agrees as follows:

12.6.1 Compliance with Regulations. Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

12.6.2 Nondiscrimination. Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR §21.

12.6.3 Solicitations for Subcontracts. Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

12.6.4 Information and Reports. Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its

books, records, accounts, other sources of information, and its facilities as may be determined by the Airport or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Airport or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

12.6.5 Sanctions for Noncompliance. In the event of a contractor's noncompliance with the Non-discrimination provisions of this Agreement, the Airport will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(a) Withholding payments to the contractor under the contract until the contractor complies; and/or

(b) Cancelling, terminating, or suspending a contract, in whole or in part.

12.6.6 Incorporation of Provisions. Contractor will include the provisions of paragraphs 12.6.1 through 12.6.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

12.6.7 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 USC. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR §27;
- The Age Discrimination Act of 1975, as amended, (42 USC §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR §37 and 38 and the Department of Justice regulations at 28 CFR, parts 35 and 36;

- The Federal Aviation Administration's Non-discrimination statute (49 USC §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 CFR at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC §1681 *et seq.*).

12.7 Quality Standards Program. This Agreement is subject to the Airport's Quality Standards Program. The Airport's Employment and Quality Standards (EQS) office oversees the Airport's Quality Standards Program (QSP) which is applicable to Service Providers at the Airport whose employees are involved in performing services that have an impact on Airport security and safety. More information may be found at: <http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations> . EQS may be contacted at (650) 821-1003.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

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

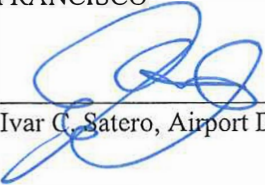





13.2 Payment Card Industry ("PCI") Requirements. – Not applicable.

13.3 Business Associate Agreement. – Not applicable.

Article 14 MacBride And Signature

14.1 **MacBride Principles - Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  Ivar C. Satero, Airport Director	 Authorized Signature
Attest:	Clifford S. M. Wong President PGH Wong Engineering, Inc. 182 2 nd Street, Suite 500 San Francisco, California 94105 (415) 566-0800
By:  Jean Caramatti, Secretary Airport Commission	 Authorized Signature
Resolution No: 17-0321	Curtis Wright President CFWright Consulting, LLC 1108- A Bryant Street San Francisco, CA 94103 (619) 288-5400
Adopted on: December 19, 2017	
Approved as to Form:	
Dennis J. Herrera City Attorney	 Authorized Signature
By:  Heather Wolnick Deputy City Attorney	Ernesto A. Avila President Avila and Associates Consulting Engineers, Inc. 490 Post Street, Suite 1415 San Francisco, CA 94102 (415) 576-1230
	City Supplier Number: 0000029434
	Federal Employer ID Number: 82-3487026

Appendices

- A: Scope of Services
- B: Calculation of Charge
- C: Strategic Plan
- D: Partnering Requirements

APPENDIX A SCOPE OF SERVICES

The Contractor will be responsible for providing all staffing and services listed below to oversee the Project.

1. PROJECT CONTROLS AND REPORTING

At a minimum, Contractor shall provide the following, but not limited to, Project controls and reporting services:

- 1.1 Utilize systems that are compatible with current Airport project control software. These include, but are not to be limited to, Primavera P6 EPPM (scheduling), Primavera Unifier (cost management and business processes), CIP Planner (project financial planning), OpenText eDocs (document control), Microsoft Outlook (email), AutoCAD, and Revit.
- 1.2 Input real-time project data into the Airport's Project Management System (PMS), Primavera Unifier. These inputs will be used to report on the progress of the Project including information on the Contractor and subcontractors' work, percentage of completion of the work, current estimates, forecasted contract growth, trade package buyouts, updated monthly schedules, including projected time to completion and estimated cost to complete the work, digital progress photographs, logs for Requests for Information, submittals and shop drawings, pending and approved change orders, meetings minutes, and other project metrics as requested by the Airport.
- 1.3 Perform data entry into the PMS to ensure that real-time data is readily available. Contractor shall perform quality control to reduce input error, thus enhancing consistency and accuracy in the reporting of all information.
- 1.4 Provide an environment that allows the Design-Builder to uniformly exchange information with other contractors relating to Project budgets, costs, estimates, risk, and schedule using the Stakeholder Engagement Process (SEP) to maintain transparency between interfacing with adjoining projects.
- 1.5 Produce reports and deliverables that help the Airport to manage the Project and make decisions. Reports and deliverables shall be outputted from and generated using the data entered into the PMS. At the request of the Airport, hard copy color duplicates shall be made available. The reports and deliverables shall include, but not limited to, the following:
 - 1.5.1 A monthly report to the Airport on services provided to the Airport under this Agreement in a format consistent with the Airport reporting process. Contractor will report on its progress and any problems in performing the Services of which Contractor becomes aware.
 - 1.5.2 Project cost and budget reports as part of the required monthly report in a format determined by the Airport to include total Project budget amounts, total Project cost to date, earned value estimates, trends and forecasts. Reports shall include costs and payments to the Design-Builder, and Airport cost and expenses.

- 1.5.3 Update schedules by monitoring progress in relationship to the existing baseline schedules for adjoining projects. Prepare detailed monthly schedule reports and schedule trend reports. Provide schedule recovery recommendations on a monthly basis and anticipated schedule phases.
 - 1.5.4 A monthly cash flow and trend reports and additional reports as requested by the Airport.
 - 1.5.5 Report all potential and anticipated Project risks and issues. Provide cost recovery recommendations on a monthly basis.
 - 1.5.6 Quality assurance and quality control processes and how these are being engaged on a monthly basis.
 - 1.5.7 A monthly safety report.
 - 1.5.8 Prepare other reports and presentations so that varying levels of details can be communicated to different management levels within the Airport organization as well as to the public, as requested. Contractor shall provide reports monthly, quarterly, annually, or at other frequencies to be determined by the Airport.
- 1.6 Provide high-level Project cost information to the Airport's Capital Improvement Program (CIP) Management Support Services consultant for input into the overall program-level management and coordination of the Airport's CIP.

2. PROJECT SCHEDULING SERVICES

Using the Airport-provided scheduling tools, Contractor shall, at a minimum, provide the following project schedules and analysis services:

- 2.1 Compile applicable schedules from Airport staff, major tenants, Design-Builder, and other agencies to prepare a Level 1 schedule for the Project using the Airport-provided scheduling tools. The Level 1, or Contract Master Schedule, is a summary level schedule that establishes key completion objectives for the Project. At a minimum, it defines the overall period of performance, major milestones, contractual milestones, contract deliveries, and other major project phases. It also shows milestones that interface with other adjoining projects.
- 2.2 Verify and validate Level 2 schedules provided by the Design-Builder. The Level 2, or Intermediate Schedule, should contain a detailed reflection of the activities that must be accomplished to achieve the Level 1 schedule objectives. At a minimum, the Level 2 schedule shall include contractually-required deliveries of critical long lead items, hardware, software, and performance requirements.
- 2.3 Verify and validate Level 3 schedules provided by Design-Builder. The Level 3, or Detailed Schedule, contains a detailed set of activities that must be accomplished to achieve Level 2 schedule objectives. This schedule should contain enough detail for the Airport Project Manager to plan, direct, and monitor the completion of work and to reliably calculate the Project's critical path. The Level 3 schedule shall reflect Contractor's review and monitoring of construction schedules and the coordination of those schedules with other Airport projects, either planned or ongoing.

- 2.4 Identify and analyze dependencies, controls, and interfaces for the Project with other airport operational activities, and/or with external projects and perform alternative analysis project sequence to optimize Project delivery within the Level 3 schedule.

2.5 Develop, review, update, and monitor project schedules to the required management level during all Project phases as directed by the Airport Project Manager.

2.6 Provide high-level project schedule information to the Airport's CIP Management Support Services consultant for input into the overall program-level management and coordination of the Airport's CIP.

3. PROJECT BUDGET AND ESTIMATING SERVICES

The Contractor will support Airport financial analyses by performing, at a minimum, the following tasks:

- 3.1 Prepare and review Project hard and soft cost budget estimates, resulting in the establishment of the Project baseline budget. The estimates will follow a Work Breakdown Structure consistent with Airport requirements.
- 3.2 Analyze financial consequences of design alternatives, alternatives resulting from value engineering reviews of design and construction techniques, and costs due to site and schedule constraints.
- 3.3 Provide project-level cost and trend management services.
- 3.4 Provide a wide range of cost estimates, including pre-construction, concept, budgetary, design, construction, and engineer's estimates.
- 3.5 Use the cost management system provided by the Airport.
- 3.6 Establish, review, and support Airport staff in making appropriate budgetary contingencies and reviewing Project risks.
- 3.7 Provide budget and funding report services, documenting sources of funds and cash flow projections for the Project.
- 3.8 Develop and maintain procedures to forecast Project costs and advise the Airport on corrective actions if forecasted budgets are to be exceeded.
- 3.9 Prepare and review life cycle costs including operations and maintenance costs.
- 3.10 Prepare and review cost benefit analysis.
- 3.11 Reconcile the Project scope with appropriate budgets.
- 3.12 Prepare preliminary estimates of construction costs and times of completion for the Project.

4. DOCUMENT CONTROL SERVICES

The Contractor will support the Airport's document control by providing, at a minimum, the following document control services:

- 4.1 Use Airport's document control system and tools for the Project and provide training to Design-Builder.
- 4.2 Maintain all the Project documentation in an integrated, accessible electronic format with hard copy stored in a retrievable system as directed by the Airport.
- 4.3 Using the PMS, maintain status logs of Project documents such as design activities and status, requests for information, submittals, substitution requests, etc.
- 4.4 Develop and maintain systems for the efficient distribution of Project documents to Design-Builder, external agencies, City departments, and other stakeholders as directed.

5. SPECIALIZED TECHNICAL SUPPORT SERVICES

The Contractor shall provide specialized services to manage the complex programming, design, construction, activation, and closeout issues associated with the all impacted Airport systems, including, but not limited to those listed below. Contractor's team should include individual team members with specific expertise in each of the following areas.

- 5.1 Civil, Underground Utilities, Architectural, Mechanical, Electrical, and Plumbing
- 5.2 Airport Special Systems
- 5.3 Sustainability

6. AIRPORT STRATEGIC PLAN

Contractor will assist in the advancement of the Mission, Vision, Overall Goals, and Core Values in the Airport Strategic Plan, which can be found using the following link: <https://sfoconnect.com/sites/default/files/Strategic-Plan-2017-2021.pdf> and is Appendix C of the Agreement.

7. STRUCTURED COLLABORATIVE PARTNERING PROCESS

Contractor shall participate in the Structured Collaborative Partnering process (SCP) as described in the Delivering Exceptional Projects: Our Guiding Principles document (DEP) which can be found using the following link: www.sfoconstruction.com and the Partnering Requirements document which is included in Appendix G of this RFP which will become Appendix D of the Agreement.

8. STAKEHOLDER ENGAGEMENT PROCESS PARTICIPATION AND ADMINISTRATION

Contractor will coordinate, participate in, and document the SEP process throughout the Project lifecycle and:

- 8.1 Manage the overall SEP process for the Project, including organizing the SEP groups, scheduling and coordinating meetings and ensuring that invitees can attend, assigning SEP leaders where Airport staff is not available and providing administrative and documentation

support, including the preparation and distribution of meeting agendas and minutes and tracking action items.

- 8.2 Prepare the project requirements narrative as appropriate and with concurrence from the Airport Project Manager, and oversee inclusion of requirements into Design-Builder construction documents.
- 8.3 Use the SEPs to prepare for all start-up and activation activities.

9. REVENUE ENHANCEMENT AND CUSTOMER HOSPITALITY (REACH)

San Francisco International Airport (Airport) is proud of the development of the Principles of Revenue Enhancement and Customer Hospitality program, also known as “REACH” which can be found using the following link: <http://www.flysfo.com/business-at-sfo> Contractor shall provide support to Airport staff for the incorporation of REACH principles and goals into the Project.

Contractor will:

- 9.1 Ensure that the Principles of REACH are incorporated into all applicable aspects of the Project.
- 9.2 Work alongside the Airport, stakeholders, and the Design-Builder to incorporate REACH principles throughout the Project.
- 9.3 Review the Project construction documents and construction site for consistency with the applicable REACH principles and goals set for the Project.

10. SUSTAINABILITY

The Airport has achieved significant environmental sustainability goals and intends to incorporate sustainability procedures and practices in all spheres of Airport operations. Contractor shall provide support to Airport staff for the incorporation of sustainability requirements and goals into the procurement and bid documents for the Project.

Contractor will:

- 10.1 Ensure that all applicable Sustainability Guidelines of the Airport, as well as relevant local, state, and federal codes and regulations for renovation or construction of non-residential buildings are incorporated into the Project.
- 10.2 Work alongside the Airport, stakeholders, and the Design-Builder to consider and implement sustainable design and construction solutions throughout the Project.
- 10.3 Review the Project construction documents and construction site for consistency with the applicable Airport sustainability guidelines, and green building codes and standards based on the sustainability goals set for the Project.

11. PROJECT COORDINATION

The Contractor will support the Airport's Project coordination efforts and shall provide the following coordination services at a minimum:

- 11.1 In all phases, assist Airport staff with Project coordination and development efforts with Airport Management, airlines, tenants and other Stakeholders as defined in the SEP, and Airport Architecture and Engineering staff, as required and directed by the Airport.
- 11.2 Coordinate Project work with all ongoing Airport activities, and other adjacent or coordinated projects.
- 11.3 Assist with the establishment, implementation, and modification of Project administrative procedures.
- 11.4 Implement and support an Action Item system to track key Project activities.
- 11.5 Develop and monitor a Risk Register to identify, track and respond to Project risks.
- 11.6 Develop and monitor a list of project Trends.
- 11.7 Coordinate and document SEP programming and design review input.
- 11.8 Coordinate, lead, and document appropriate weekly Project meetings throughout each phase of the Project.
- 11.9 Manage the programming, design, construction, activation, and closeout activities associated with all impacted Airport systems, including but not limited to the following:
 - 11.9.1 Civil, Underground Utilities, Architectural, Mechanical, Electrical, and Plumbing
 - 11.9.2 Airport Special Systems
 - 11.9.3 Sustainability
- 11.10 Assist Airport staff with maintaining phasing, environmental issues, off-hours work, utility connection and associated activities.
- 11.11 Coordinate any hazardous material survey, reporting and abatements work to ensure Airport compliance with appropriate entities.
- 11.12 Assist Airport staff with the San Francisco Arts Commission Civic Design Review and Art Enrichment processes, as appropriate to the size and scope of this Project.
- 11.13 Assist Airport staff with preparing for reporting and presenting to various levels of Airport Management, including the Planning, Design & Construction Advisory Board and the Executive Committee, as directed by the Airport Project Manager.
- 11.14 Assist the Airport Project Manager in gathering information for and responding to internal and external audits of the Project, and modify and implement processes to address any findings from such audits.

12. PRE-PROGRAMMING PHASE

The Contractor will support the Project team to provide the following pre-programming phase services:

- 12.1 Develop preliminary Project schedules in coordination with all components of the Project and all other affected Airport activities and stakeholders.
- 12.2 Provide an initial cost model for the Project and develop strategies to ensure meeting the Project budget.
- 12.3 Prepare a list of Project permits and requirements pertaining to environmental quality, including but not limited to, Air Quality, and Water Quality. Contractor shall ensure permits required to be obtained are listed in construction documents, and proper permits are obtained and facilitate adherence to all applicable requirements.

13. PROGRAMMING PHASE

The Contractor will support the Project team to provide the following programming phase services:

- 13.1 Develop a comprehensive Project Management Plan detailing the organization, reporting structure, tools, systems and procedures to be followed by the Project team. The Project Management Plan shall also detail how the selected Contractor will support the Airport's Project Manager overseeing the management of the Project.
- 13.2 Provide oversight and coordination of the Design-Builder in generating its deliverables for the Programming Phase, which shall include, but not be limited to:
 - 13.2.1 SEP Narratives. For each Group as part of the SEP, ensure information collected during the Programming Phase is assembled in a comprehensive narrative report to be used to prepare the Basis of Design. Narratives shall include minimum performance criteria and standards.
 - 13.2.2 Conceptual drawings illustrating key project requirements.
 - 13.2.3 Cost model
 - 13.2.4 Project Schedule
- 13.3 Provide oversight and coordination of the Design-Builder generating Project design criteria and standards based on Airport and other regulatory standards as well as input and requirements from the SEP. Design criteria shall include, but not limited to:
 - 13.3.1 Identification of preliminary civil, architectural, engineering, landscaping, site layout, utility, vertical transportation, security and special systems for the Project.
 - 13.3.2 Compilation of civil, architectural, engineering, landscaping/site layout, vertical transportation, security and special systems specification outlines based on conceptual design. The outline specifications shall include minimum performance criteria and standards and preferred manufacturers.

- 13.3.3 Identification of preliminary building code classifications, accessibility, egress requirements, and life safety requirements.
- 13.3.4 Identification of sustainability goals and expectations.
- 13.3.5 Preliminary schedules and cost models based on all proposed Basis of Design.
- 13.4 Continually reconcile the Project estimate with the Airport's budget, advise the Airport if the Project and budget are not in compliance, and recommend potential solutions.
- 13.5 Prepare reports, exhibits, and presentation materials to present the Project as requested by the Airport Project Manager.
- 13.6 Identify, analyze and conform to the requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.
- 13.7 At the end of the Programming Phase, Contractor will provide a cost loaded Staffing Plan for Contractor for each phase of the remainder of the Project and an anticipated direct labor cost for the remainder of the Project.
- 13.8 Provide oversight and review of proposed design fees and construction fees.
- 13.9 Assist with preparing documents for the Airport Commission as requested by the Airport Project Manager.

14. DESIGN PHASE

The Contractor will, at a minimum, provide the following design phase services:

- 14.1 Management, administration, and oversight of Airport issued Design-Build contract. Coordinate with other Airport projects and Stakeholders.
- 14.2 Third-party, peer, and quality assurance reviews of design deliverables and construction documents produced by the Design-Builder and verification that all design review comments are incorporated. Furthermore, Contractor shall ensure that the Design-Builder implements the standards and Basis of Design developed in the SEP.
- 14.3 Coordinate and facilitate additional SEP meetings to resolve design issues and identify any necessary deviations from the Basis of Design developed during the Programming Phase and propose alternative solutions.
- 14.4 Provide design oversight, monitor design progress and deliverables, and recommend corrective action when required.
- 14.5 Coordinate proposed design elements and phasing in conjunction with all components of the Project and all other affected Airport activities and stakeholders.

15. CONSTRUCTION PHASE

The Contractor will provide the following construction phase services at a minimum:

- 15.1 Provide procurement support, management, administration, and oversight of the Design-Build contract.
- 15.2 Perform third-party cost estimates for independent cost verification as requested by the Airport Project Manager.
- 15.3 Perform as the Construction Manager during the Project lifecycle. The Contractor will provide the following construction management services:
 - 15.3.1 Review construction documents for constructability, impact to Airport operations, and consistency with the Project schedule.
 - 15.3.2 Review construction work plans and make recommendations.
 - 15.3.3 Report on and participate in the trade subcontract procurement process with the Design-Builder.
 - 15.3.4 Review and/or prepare construction quality assurance/quality control plans.
 - 15.3.5 Provide technical, full-time, on-site observation and inspection of the progress and quality of the construction work. (Note: During the construction phase, 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.)
 - 15.3.6 Monitor environmental inspection for Design-Builder's compliance with environmental regulations.
 - 15.3.7 Examine materials and equipment being incorporated into the work to verify that they are supported by approved submittals, handled, stored, and installed properly.
 - 15.3.8 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.
 - 15.3.9 Provide special inspections and materials testing as required.
 - 15.3.10 Prepare inspection and engineer's reports for submission to the Airport.
 - 15.3.11 Manage and review for contract and code compliance the submission of samples, shop drawings, Operation & Maintenance (O&M) manuals, and other submittals between contractors and the Airport. Contractor shall maintain a log of all submittals for the Project.

- 15.3.12 Identify problems encountered in accomplishing the work and recommend appropriate action to the Airport in order to resolve problems with a minimum effect on the timely completion of the Project.
- 15.3.13 Provide all testing and special inspections required by the California Building Code. The Airport Project Manager will judge the acceptability of all testing and inspection means, methods, results and reports performed on behalf of Contractor. The Airport building official has the authority to require additional testing based on final code requirements and interpretation.
- 15.3.14 Maintain a log of any requests for information and prepare the Airport's non-technical responses for approval by the Airport Project Manager.
- 15.3.15 Review progress payment requests for accuracy and recommend approval. Contractor will prepare all supporting documentation for progress payment requests, including but not limited to, certified payroll tracking forms.
- 15.3.16 Review contractor reports, as-built drawings, and other construction documentation and ensure information is captured in the Airport's record keeping system.
- 15.3.17 Attend job site meetings and prepare meeting minutes. Contractor will review and communicate information presented at the meetings to Airport Managers and all attendees.
- 15.3.18 Monitor compliance by the Design-Builder of all contract terms and conditions including, but not limited to, CMD requirements, certified payroll, labor standards, drug policy, security requirements, site cleanliness, and safety.
- 15.3.19 Administer the evaluation and negotiation of change orders and prepare and process change orders and contract modifications.
- 15.3.20 Conduct final inspections prior to Project acceptance, notify the Airport in a timely manner of the results of the inspections, and administer acceptance procedures and tests for each phase of the Project.
- 15.3.21 Support dispute and/or claim resolution analysis and reconciliation efforts.
- 15.3.22 Negotiate on the Airport's behalf, the Guaranteed Maximum Price for the Trade Package Sets and the Final Guaranteed Maximum Price.

16. ACTIVATION PHASE

The Contractor will provide the following activation phase services at a minimum:

- 16.1 Participate and provide oversight of the Design-Builder to develop an activation plan. The plan shall include input from the SEP.
- 16.2 Manage activation activities and prepare written status reports. Status reports shall verify that the facility and all of its systems and assemblies are constructed, installed, tested, operated and maintained to meet the project's requirements.

- 16.3 Coordinate and conduct final inspections prior to Project acceptance, and administer acceptance procedures and tests for each phase of the Project.
- 16.4 Provide coordination with the Design-Builder regarding testing procedures and clearly document the procedures in a test plan as it pertains to technology infrastructure.

17. CLOSEOUT PHASE

The Contractor will provide the following Project closeout services at a minimum:

- 17.1 Coordinate and conduct final inspections prior to Project acceptance, and administer acceptance procedures and tests for each phase of the Project.
- 17.2 Review and report on progress of the Design-Builder regarding testing procedures and clearly document the procedures in a test plan as it pertains to technology infrastructure.
- 17.3 Review and report on progress of training or operation and maintenance of new systems as required by the Airport and/or individual Project specifications.
- 17.4 Provide oversight of all LEED commission activities.
- 17.5 Support closeout activities for the Project. All procedures and documentation shall use Airport standards for the closeout process.
- 17.6 Support dispute and/or claim resolution analysis and reconciliation efforts.

END OF APPENDIX B

Appendix B Calculation of Charges

This is Appendix B attached to, and incorporated by reference in the Agreement made on December 19, 2017 between the City and County of San Francisco, acting by and through its Airport Commission (Commission), and **PGH Wong & Partners JV** (Contractor) providing for Program Management Support Services for the Courtyard 3 Connector Project.

1. GENERAL

- 1.1 As set forth in 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.

Professional Services =	\$ 2,916,000
Mobilization =	\$ 250,000
Other Direct Costs (ODCs) =	\$ 84,000

TOTAL FIRST YEAR OF SERVICES = \$ 3,250,000

- 1.2 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 Airport as being in accordance with this Agreement. In no event shall the Commission be liable for interest or late charges for any late payments.
- 1.3 Such compensation shall be allowable only to the extent that costs incurred, or otherwise established prices, are consistent with Federal Cost Principles (Title 48, Code of Federal Regulations, Part 31).

2. METHOD OF PAYMENT

- 2.1 Unless approved otherwise by the Airport, the Contractor shall submit invoices for its services on a monthly basis, and the City will issue payments within thirty (30) days of receipt of an acceptable invoice with satisfactory backup documentation, approved by the Airport Project Manager. The term "invoice" shall include the Contractor's bill or other written request for payment under this Agreement for services performed. All invoices shall be made in writing.
- 2.2 The Contractor shall submit invoices for the Work performed in conformance with procedures approved by the Airport.
- 2.2.1 Such invoices shall segregate current costs from previously invoiced costs.
- 2.2.2 Costs for individual labor shall be segregated by task and subtasks, if any.
- 2.2.3 Notwithstanding the above, in no case shall the Contractor's invoices include costs that the Airport has disallowed or otherwise indicated that it will not recognize. Costs shall be invoiced by Contractor's accounting categories and shall be subject to the audit provisions of this Agreement.

- 2.2.4 Each invoice shall clearly distinguish Contractor's personnel that are invoiced at the home office rate versus the field office rate. See paragraph 3 below for rate definitions.
- 2.2.5 Such invoices shall be at a minimum: (1) mechanically accurate; (2) substantially evidenced and properly supported; and (3) in compliance with generally accepted accounting principles.
- 2.3 The Contractor shall also certify, for each invoice, that (i) the hourly rates for direct labor to be reimbursed under this Agreement, whether for Contractor or its subcontractor(s), are not in excess of the 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 Agreement.
- 2.4 The Airport reserves the right to withhold payment(s) otherwise due the Contractor in the event of the Contractor's material non-compliance with any of the provisions of this Agreement, including, but not limited to, the requirements imposed upon the Contractor in Article 5, Insurance, and Article 5, Indemnification. The Airport shall provide notice of withholding, and may continue the withholding until the Contractor has provided evidence of compliance that is acceptable to the Airport.
- 2.5 All invoices shall be made in writing and delivered or mailed to the Commission at the Airport mailing address listed in Article 11.1, Notice to Parties, of the Agreement.

3. LABOR RATES AND FEES

3.1 Direct Labor Rate and Direct Labor Rate Adjustment

- 3.1.1 Contractor shall pay salaried personnel based on a maximum of 40 hours per week, with no overtime. Contractor shall pay salaried personnel assigned to multiple Projects on a pro-rata share of a 40-hour week. Contractor shall provide copies of signed time cards showing all assigned Projects and the shared calculation.
- 3.1.2 The approved labor rates stated Article 3.1.3 of this Agreement shall remain in effect for the first year of contract services. At the option of the Commission, if this is a multi-year contract, the Airport may approve an annual adjustment to the direct hourly labor rates effective on the anniversary date of this Agreement, based on an increase in the Consumer Price Index for the preceding twelve (12) months for the San Francisco Bay Area as published by the U.S. Department of Labor, Bureau of Labor Statistics, under the title of: "All Urban Consumers - San Francisco/Oakland/San Jose, California." Adjustments in the rates are subject to prior written approval by the Airport and must be included in a written modification to the Agreement before any increase labor rate is incurred, unless the adjustment is made to meet the requirements of prevailing or minimum wage legislative mandates.
- 3.1.3 The direct labor rate for each person serving in a position/classification must fall within the approved direct labor rate range as follows:

Position/Classification	Direct Labor Rate Range	
	Low	High
Administrative Assistant - FSH	\$21	\$40
Airfield and Aircraft Systems Manager	\$70	\$94
Airline Coordinator/Resident Engineer	\$66	\$89

Assistant Resident Engineer	\$54	\$75
Baggage Handling Manager	\$70	\$94
Concessions Coordinator	\$66	\$89
Constructability Reviewer	\$66	\$89
Construction Manager	\$79	\$105
Cost Control/Lead Office Engineer	\$54	\$75
Cost Estimator	\$59	\$81
Deputy Design Manager - SEP Coordinator	\$56	\$77
Design Manager	\$74	\$99
Document Control Manager	\$43	\$62
Environmental Technical Support	\$61	\$84
Field Engineer	\$40	\$58
Geotechnical Technical Support	\$61	\$84
Intern	\$21	\$36
Lab / Material Testing Technician	\$39	\$57
MEP Manager	\$70	\$94
Office Engineer	\$54	\$75
Project Controls Engineer	\$54	\$75
Project Controls Manager	\$74	\$99
Project Manager	\$84	\$111
QA Inspector	\$50	\$69
QA/QC/Code Compliance/Safety Manager	\$50	\$83
Resident Engineer	\$70	\$94
Scheduler	\$56	\$80
Senior Cost Estimator	\$74	\$99
Senior Inspector	\$63	\$86
Senior Scheduler	\$79	\$105
SEP Manager	\$70	\$94
Signage and Phasing Coordinator	\$66	\$90
Special Inspector	\$50	\$86
Special Inspector (OSHDP)	\$63	\$86
Special Systems Manager	\$84	\$111
Special Systems Support	\$59	\$81
Sustainability Manager	\$66	\$89
Tenant Space Coordinator	\$50	\$70
TSA OTA Technical Review	\$59	\$81

3.2 Overhead Rates

3.2.1 The Airport shall pay the lesser of a firm's current audited overhead rates, or the maximum approved overhead rates as follows:

FIRM NAME	HOME OFFICE OVERHEAD RATE	FIELD OFFICE OVERHEAD RATE
PGH Wong Engineering, Inc.	125.00%	125.00%
CFWright Consulting	110.00%	110.00%
Avila and Associates	135.00%	125.00%
Montez Group	135.00%	132.00%
Saylor Consulting Group	163.20%	150.00%
Chaves & Associates	145.00%	145.00%
Studio 151	135.00%	125.00%

UDC Pros	125.00%	110.00%
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3.2.2 Contractor shall submit to the Airport current certified reviewed financial audit report(s) of overhead rates for home and/or field office rates upon request for a change or addition to the approved overhead rates stated in this Paragraph 3.2.

3.2.3 The home office overhead rate shall be used when staff works in an office provided by the Contractor. The field office overhead rate shall be used when staff is assigned full time to an office provided by the Airport. To qualify for the field office overhead rate the Airport shall provide office spaces, utilities, telephone service, internet access, and computers.

3.3 Fee

The maximum Fee of **ten percent (10%)** shall be applied to the sum of direct labor and overhead only, whether Contractor or subcontractors of any tier. The Fee shall not be applied to Other Direct Costs.

3.4 Approved Mark-Up on First-Tier Subcontractors

Contractor is permitted a **two percent (2%)** mark-up on first tier subcontractor invoices.

4. Other Direct Cost (ODC)

4.1 Only the actual costs incurred by the Contractor, including fees paid to third parties for Partnering, shall be allowed and invoiced as ODCs. The Contractor shall not submit any cost in excess of \$500 without prior written authorization from the Airport Project Manager. There shall be no mark-ups of any kind allowed on costs reimbursed under this Paragraph 4. Costs 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).

4.2 The costs of renderings, computer-animated presentations, and presentation models required for meetings and approvals described in Appendix A of this Agreement are considered a part of the approved overhead rates stated in Paragraph 3.2, and not ODCs. The cost of additional renderings, computer-animated presentations, or presentations requested in writing and directed by the Airport shall be ODCs. Such materials prepared by the Contractor without written advance approval by the Commission shall be considered non-reimbursable.

4.3 The following items are considered normal Agreement costs, a part of the Approved Overhead Rates, and are not considered ODCs: (a) phone calls, faxes, mail, express mail, courier delivery or overnight delivery service charges, or other communications charges between members of the Contractor's team, regardless of location; regional phone calls and faxes for all area codes having any geographical land area within 100 miles of San Francisco even though its outlying boundary exceeds the 100 mile limitation; (b) Internet gateways, electronic mail service or other technology-based communication service, FTP sites, or data file transfer or research services; (c) travel by the Contractor or its subcontractors between its home office and the San Francisco Bay Area; (d) travel within 100 mile radius of San Francisco; travel outside 100 mile radius of San Francisco unless approved in writing in advance by the Commission; (e) in-house coordination materials among the Contractor's team and subcontractors, including photocopy and drawing materials, messenger services; (f) presentation material, reproductions, all CADD and other computer-related time and expenses in support of those items specifically listed in Appendix A of this Agreement; and (g) food and beverage and/or entertainment charges of any kind unless approved in writing in advance

by the Chief Development Officer of Planning, Design & Construction.

- 4.4 Unless authorized by the Airport's Chief Development Officer prior to incurring the expense, the Airport will not reimburse the Contractor for the costs of business travel, contractor meals, or accommodations, including specialists that are based out of town and not assigned to the jobsite office. Travel and *per diem* expenses for the project team's management, jobsite personnel, or staff that commute to or from other offices or residences is not allowed. When authorized, travel expenses shall be in accordance with the City & County of San Francisco Travel Guidelines can be found at the following link:

<http://sfcontroller.org/sites/default/files/FileCenter/Documents/2174-Travel%2001-06-15%20Update.pdf>

END OF APPENDIX B



APPENDIX C

STRATEGIC PLAN – LINK: <http://www.flysfo.com/about-sfo/the-organization/strategic-5-year-plan>



SAN FRANCISCO INTERNATIONAL AIRPORT

FIVE-YEAR STRATEGIC PLAN
2017-2021



SFO continues to be an economic engine for our region, powering jobs, tourism, and revenue. I congratulate the Airport for their achievements, and wish the team continued success as they embark on their 5-Year Strategic Plan.

San Francisco Mayor
Edwin M. Lee

Airport Commission



Larry Mazzola
President



Linda S. Crayton
Vice President



Eleanor Johns



Richard J. Guggenhime



Peter A. Stern

Senior Staff

John L. Martin

Airport Director

Shauna Marie Rose

Executive Assistant to the Airport Director

Sheryl L. Bregman

Airport General Counsel

Ivar Satero

Chief Operating Officer

Kandace Bender

Chief Marketing and Communications Officer

Leo Fermin

Chief Business and Finance Officer

Julian Potter

Chief Administrative and Policy Officer

Ian Law

Deputy Airport Director/CIO

Blake Summers

Director and Chief Curator

Jeff Littlefield

Deputy Airport Director
Operations & Security

Geoffrey W. Neumayr

Deputy Airport Director
Design & Construction

John Bergener

Airport Planning Director

Peter Acton

Director of Facilities

Linda Yeung

Director
People, Performance & Development

Jean Caramatti

Commission Secretary



A Message from the Director

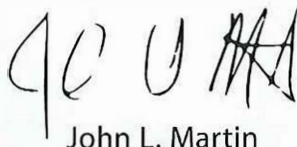
I am pleased to present San Francisco International Airport's new Strategic Plan, 2017-2021, which along with our core values and task force committee recommendations, provides a solid road map for SFO for the next five years.

The Plan was a truly collaborative venture. Its months-long development was led by SFO's Senior Staff and included significant input from several hundred SFO employees, who participated in numerous brainstorming sessions.

The Plan includes seven major goals supported by 32 objectives, as outlined in this document. More than 160 initiatives were created by employees to support these objectives and goals. The process of supporting SFO's overall goals will be extended to individual employees as they prepare their personal goals. In this way, we are all working as one team.

In addition, this document includes a policy statement on SFO's overall philosophy on doing business with the Airport and another statement that reiterates our commitment to work collaboratively with all departments in the City family to deliver services in an efficient and innovative manner.

I am extraordinarily proud of the work that went into creating this new strategic plan. SFO continues to be an exceptional Airport, delivering an outstanding guest experience, strong business performances, top-rated safety and security practices and demonstrating a genuine devotion to environmental leadership. SFO has a world class dream team, and I am confident the Airport is in good hands as we move forward into the next five years.

A handwritten signature in black ink, appearing to read 'John L. Martin'.

John L. Martin
Airport Director (1995-2016)



MISSION

We provide an exceptional airport in service to our communities



VISION

Reaching for #1



OVERALL GOALS

7 New Goals



OBJECTIVES

32 New Key Objectives



STRATEGIC INITIATIVES



CORE VALUES

Safety and security is our first priority

We are one team

We treat everyone with respect

We communicate fully and help one another

We strive to be the best

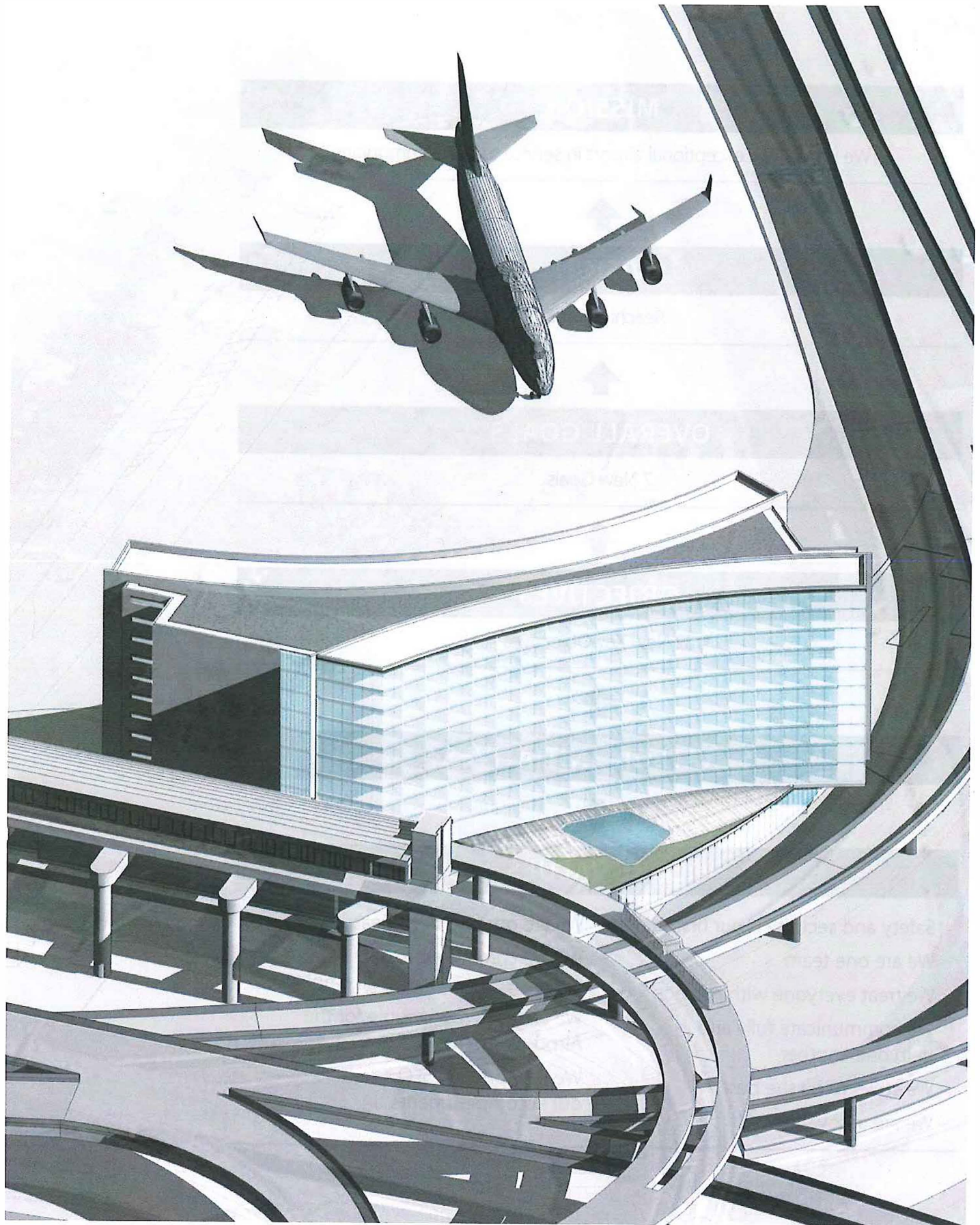
We are innovative

We are open to new ideas

We are committed to SFO being a great place to work for all employees

We are each responsible for the Airport's success

We take pride in SFO and in our accomplishments



Goals and Objectives

Our new Strategic Plan includes seven high-level goals which will guide us in the next five years. The seven goals are supported by 32 key objectives. These are supported by more than 160 initiatives created by individual divisions working together. In a seamless fashion, the initiatives, objectives, and goals help SFO achieve its mission "To provide an exceptional Airport in service to our communities."

GOALS AND OBJECTIVES

GOAL #1: REVOLUTIONIZE THE PASSENGER EXPERIENCE	GOAL #2: ACHIEVE ZERO BY 2021	GOAL #3: BE THE INDUSTRY LEADER IN SAFETY AND SECURITY	GOAL #4: NURTURE A HIGHLY COMPETITIVE AND ROBUST AIR SERVICE MARKET
<p>1. Ensure Terminal 1 is rated as the best terminal in the world by Skytrax and Airport Service Quality (ASQ) Surveys</p> <p>2. Create seamless door-to-door airport experience for passengers who want leisurely dwell time and passengers who want a speedy and efficient process and achieve overall airport score of 4.4 on ASQ survey</p> <p>3. Bring the innovative flair of San Francisco and Silicon Valley with revolutionary technology solutions</p>	<p>1. Achieve Net Zero Energy at SFO</p> <p>2. Achieve Zero Waste</p> <p>3. Achieve carbon neutrality and reduce greenhouse gas emission by 50% (From 1990 Baseline)</p> <p>4. Implement a Healthy Buildings strategy for new and existing infrastructure</p> <p>5. Maximize water conservation to achieve 15% reduction per passenger per year¹</p>	<p>1. Achieve an exceptional safety culture and superior regulatory inspections through a robust Safety Management System (SMS)</p> <p>2. By 2020, be the safest and most secure Airport in the U.S. with the lowest number of breaches and incursions</p> <p>3. Implement international standards for cyber-security</p> <p>4. Be excellent in the operation and maintenance of our airfield</p> <p>5. Enhance partnerships with local/federal regulators and law enforcement agencies (FAA, TSA, CBP, etc.)</p>	<p>1. Goal of maintaining and controlling CPE through 2021²</p> <p>2. Increase international carrier service by 25% and ensure maintenance of 24% low-cost carriers (LCC)</p> <p>3. Ensure a competitive environment by providing sufficient operational capacity for new and current airlines</p> <p>4. Educate stakeholders on value of SFO airline services</p> <p>5. Create the most welcoming and efficient Federal Inspection Services (FIS) area by ASQ survey</p> <p>6. Provide for an innovative and friendly environment for airlines</p>
<p>R4N1 Committees:</p> <ul style="list-style-type: none"> Disrupters Universal Access 	<p>R4N1 Committees:</p> <ul style="list-style-type: none"> Sustainability Water Conservation 	<p>R4N1 Committees:</p> <ul style="list-style-type: none"> Safety & Security Best Practices 	<p>R4N1 Committees:</p> <ul style="list-style-type: none"> CBP Processing

¹ Baseline year: 2013

² Final amount TBD upon approval of Capital Improvement Plan

GOAL #5: BE A WORLD CLASS DREAM TEAM	GOAL #6: DELIVER EXCEPTIONAL BUSINESS PERFORMANCE	GOAL #7: CARE FOR AND PROTECT OUR AIRPORT AND COMMUNITIES
<ol style="list-style-type: none"> 1. Be the Employer of Choice and achieve 85% overall employee satisfaction in bi-annual Work Climate survey 2. Ensure diversity of people, ideas, socio-economic and cultural backgrounds across entire Airport community 3. Engage Airport community to embrace SFO's standard of excellence 4. Provide a work climate that supports wellness, health and work/life balance 	<ol style="list-style-type: none"> 1. Have the highest per passenger spend rate for combined food & beverage, retail and duty free in the U.S. 2. Achieve an airport wide goal of 40% small business participation 3. Introduce new technology to improve and streamline business performance 4. Own and maintain superior technological infrastructure to support airport stakeholder business needs 5. Maximize non-airline revenues 	<ol style="list-style-type: none"> 1. Maintain Airport's infrastructure to the highest standard of excellence to ensure no interruption in operations 2. Ensure that on site airport employers meet the safety, security, and employee benefit standards of SFO 3. Promote safe & healthy working conditions for Airport-based employees 4. Support and promote giving back to the communities we serve
R4N1 Committees: <ul style="list-style-type: none"> · Great Place to Work · Team SFO · Wellness 	R4N1 Committees: <ul style="list-style-type: none"> · Performance Management 	R4N1 Committees: <ul style="list-style-type: none"> · MVP · Airport Business Continuity

Implementing the Strategic Plan

SFO's five-year strategic plan will be overseen by the Airport Director and Senior Staff. It is the responsibility of these groups to ensure all Airport staff work toward achieving the goals that have been established in a collaborative and collegial fashion.

"Reaching for Number 1" (R4N1) is our aspirational vision that guides us to achieve the strategic plan. Established in 2011, R4N1 comprises 12 ad hoc task force committees, consisting of several hundred Airport employees, who provide recommendations and suggestions as the Airport works toward achieving its goals.

SFO'S REACHING FOR #1 TASK FORCE COMMITTEES:

- **Airport Business Continuity** – Utilize the Airport's Business Continuity Plan to further refine organizational structure and training programs that will support post-event recovery efforts.
- **Customs and Border Protection Processing** – Create a superior customer experience in the customs and immigration hall using facility upgrades, technology enhancements and collaboration with CBP officers.
- **Disrupters** – Identify and monitor new trends that could increase efficiency and the guest experiences at SFO; and conversely, evaluate those trends for risks to current business models.
- **Universal Access** – Research and recommend ideas that will make SFO the most accessible airport in the world for guests with unique traveling needs, disabilities and those whose first language is not English.
- **Safety and Security Best Practices** – Implement one new safety and one new security best practice that is industry-leading.
- **Performance Management** – Facilitate continuous organizational improvement and collaboration through the use of Airport data.
- **Sustainability** – Increase community awareness of airport-wide principles of sustainability. The following are subcommittees:
 - **Transit** – Establish SFO as a leader in airport transit and sustainability.
 - **Solid waste** – Achieve Zero waste by 2020.
 - **Social-economic responsibility** – Establish SFO's framework and priorities for social-economic programs.
 - **Net Zero Energy** – Achieve Net Zero Energy throughout the SFO campus.
- **Water Conservation** – Use education, new procedures and technologies to achieve a 15 percent water reduction per passengers by December 2016.
- **Great Place to Work** – Create new programs that celebrate and strengthen SFO as a great place to work.
- **Wellness** – Promote existing wellness programs and expand curriculum with additional stress-relieving activities.
- **Team SFO** – Create innovative programs and events that build camaraderie and teamwork.
- **MVP** – Motivate and maximize employee volunteer participation, such as Human Trafficking Awareness fundraising and training programs.

The SFO Way

SFO has been highly successful in achieving its mission of providing an exceptional airport in service to our communities through collaboration and fairness, creating a level playing field for all tenants, encouraging excellence in all areas and maintaining Airport control of its assets.

SFO adheres to three guiding principles in doing business with its hundreds of tenants and stakeholders:

- Ensuring high standards of Safety and Security
- Maintaining full control of all Airport assets and infrastructure
- Fostering a high level of market competition

Several Airport Commission policies help frame the management and operation of SFO while following the guiding principles. The policies include:

1. Wi-Fi Policy

- SFO is committed to providing exceptional Wi-Fi services to guests, airlines and concessionaires. This policy documents the approach for setting the standards and controlling SFO's Wi-Fi system.

2. Shared Use Policy

- This policy describes SFO's method of managing systems, infrastructure and services shared by multiple airline tenants, concessionaires and other Airport partners. This policy gives SFO the greatest flexibility in managing its operations.

3. Policy on Control of Data and Digital Assets

- This policy acknowledges the value of SFO data and digital assets and mandates that SFO retains ownership and control its data and digital assets and that such data and digital assets be used exclusively for the benefit and protection of SFO. SFO data includes all internal metrics, measures, counts and information concerning any aspect of SFO property, facilities or operations. SFO digital assets include all outward-facing media including but not limited to SFO's Wi-Fi splash pages, social media outlets, and information display units (FIDs).

4. Policy on Control of International Air Service Marketing

- This policy recognizes SFO as the lead agency in all international aviation development programs undertaken in partnership with the San Francisco Chamber of Commerce, SF Travel, Bay Area Council and other organizations. This policy also provides for the use of SFO's digital media in providing incentives to air carriers.

5. Policy on Maintaining a Competitive Air Service Environment

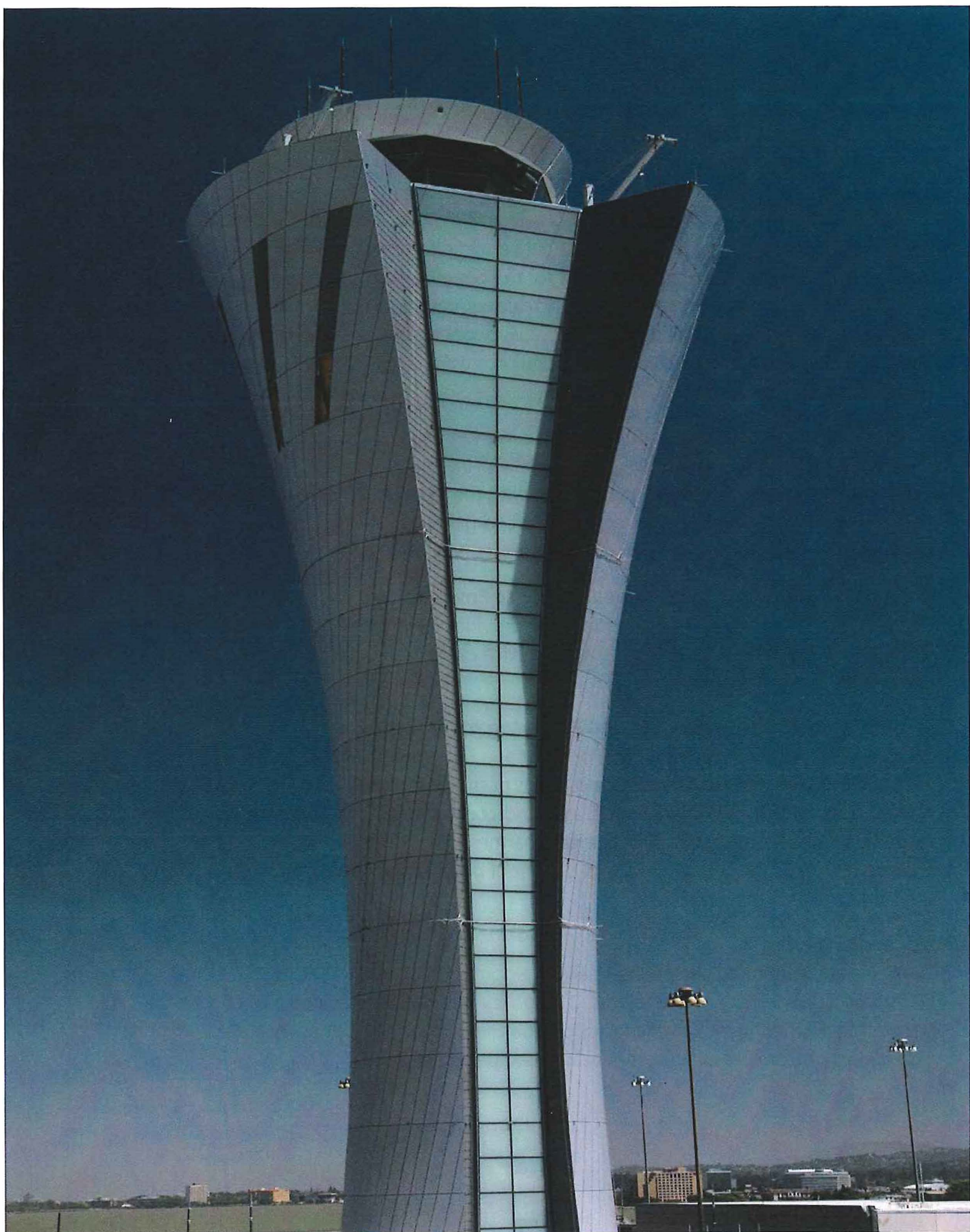
- This policy underscores SFO's commitment to provide a level playing field for all air carriers in order to foster competitive air service choices and competitive air fares for the travelling public.

6. Policy on Controlling, Developing and Financing of Airport Assets

- SFO is committed to the control, development and financing of Airport assets and infrastructure to meet the changing needs of the aviation industry in the future. This policy outlines SFO's need, as a land-constrained entity, to manage its assets without resorting to public-private partnerships. The policy also ensures SFO reaps the greatest financial benefit of development on behalf of the City and County of San Francisco.

7. Policy on Partnering

- Collaborative, structured partnering in all development programs is key to SFO's successful delivery of its projects. This policy outlines the elevated role of integrating partnering into all of the airports business processes to influence the exceptional outcome of all Airport development projects.



Collaboration with other City & County of San Francisco Departments

SFO has identified various initiatives that demonstrate how the Airport will work interdependently with other City Departments to achieve citywide goals in an innovative and efficient manner.

Department of Environment

Partner in support of the Airport's strategic goal to Achieve Zero and our adoption of the airport-specific EONS (Economic Viability, Operational Efficiency, Natural Resource Conservation, Social Responsibility).

Department of Public Works

Continue to share best practices in project delivery through our Partnering Program and Small Business/LBE Participation Program.

Department of Technology and Committee on Information Technology (COIT)

Collaborate to establish citywide Information Technology & Telecommunications (ITT) policies and standards to ensure technology sustainability and compliance, as well as manage risk.

Department of Human Resources

Continue to partner in support of improving HR processes and growing of talent to ensure operational excellence.

Office of the Controller and Office of Contract Administration

Collaborate to support the Airport's growing capital program by adding resources in the Purchaser's office, as well as streamlining financial and contracting processes through new technology systems.

Planning Department

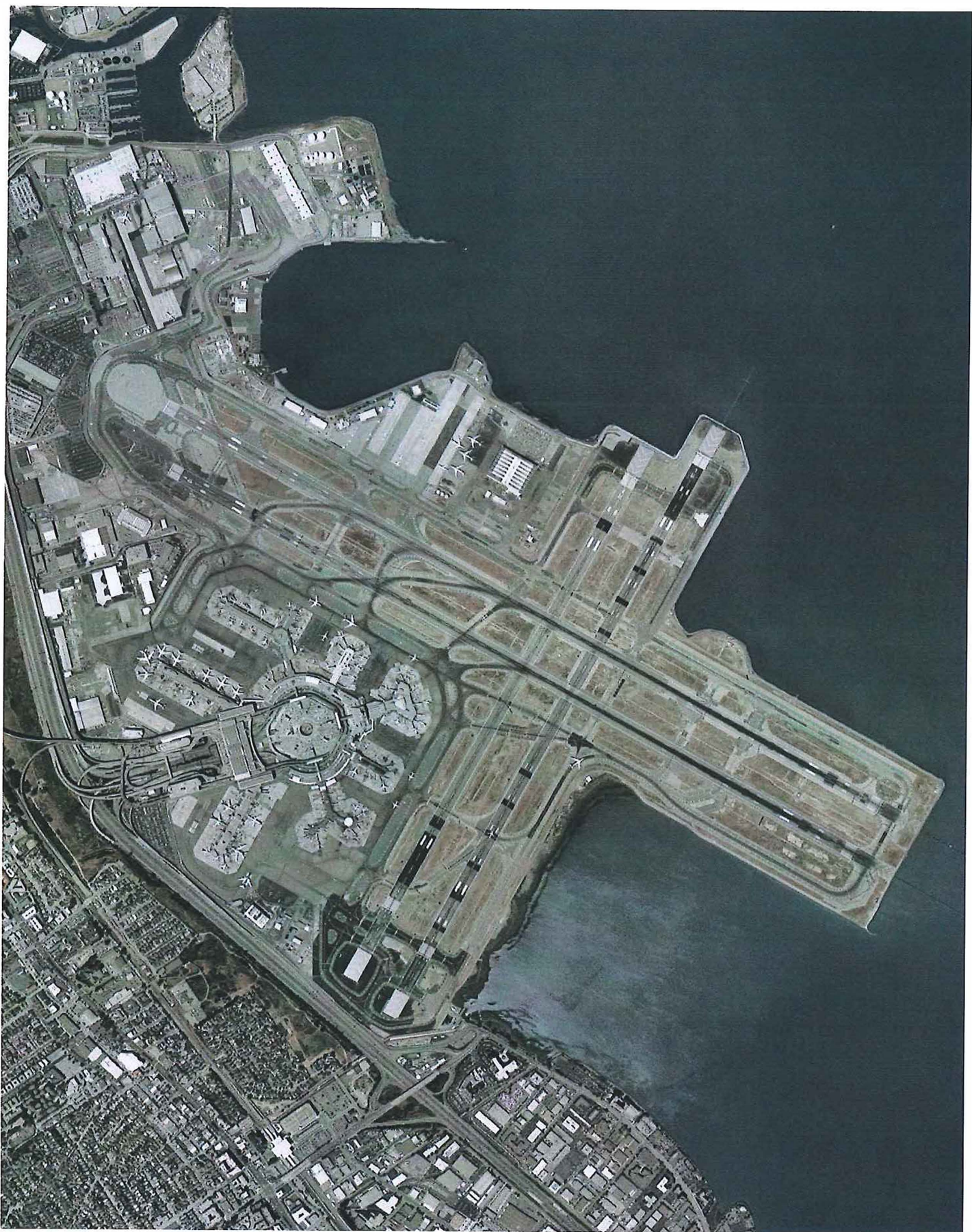
Partner in support of our capital improvement program to obtain environmental determination in accordance with CCSF Chapter 31 Code and California Environmental Quality Act (CEQA) implementing procedures.

Public Utilities Commission

Collaborate to drive further water conservation efforts.

San Francisco Fire Department, San Francisco Police Department and Department of Emergency Management

Partner in support of the Airport's Core Value: Safety and Security is our first priority, and the Airport Business Continuity Plan.



San Francisco International Airport **Fact Sheet**

Passengers (Calendar Year 2015)

Total Airport Passengers (7th in U.S., 21st in the world in 2014)	50,067,094	Bay Area Market Share	70.4%
Domestic Enplaned & Deplaned Passengers (77.5%)	38,824,059	Bay Area Market Share	65.7%
International Enplaned & Deplaned Passengers (22.5%)	11,243,035	Bay Area Market Share	94.0%
Traffic by Region (Share of SFO International Passengers)	Asia		43.4%
	Europe		28.5%
	Canada		13.9%
	Mexico/Caribbean/ Central America		10.6%
	Australia/Oceania		3.6%
Average Number of Passengers per Day (2015)	137,170		
Most Passengers in a Calendar Year (2015)	50,067,094		

Most Operations in a Calendar Year (2015)

Total Operations	429,815
Total Air Carrier Operations (82.4%)	354,151
Total Commuter Operations (13.9%)	59,556
Total General Aviation Operations (3.2%)	13,686
Total Military Operations (<1.0%)	2,422
Most Operations in a Calendar Year (2000)	438,685

San Francisco International Airport Fact Sheet

Cargo (Calendar Year 2015)

Total Loaded and Unloaded Cargo (Air Mail & Freight)	459,468 metric tons	Bay Area Market Share	44.0%
Total Domestic Cargo (Air Mail & Freight)	185,390 metric tons	Bay Area Market Share	25.0%
International Cargo (Air Mail & Freight)	274,078 metric tons	Bay Area Market Share	92.0%

Airport & Airfield

Total Airport Property Size	5,171 acres	Useable Land :	2,383 acres
		Unused tideland:	2,788 acres
International Terminal	2,533,196 sq. ft		
Terminal 1	713,036 sq. ft		
Terminal 2	720,790 sq. ft		
Terminal 3	1,184,614 sq. ft		
Total Number of Gates	91		
Total Number of Domestic Gates	67		
Runway Lengths	28R/10L	11,870 feet	
	28L/10R	11,381 feet	
	01R/19L	8,650 feet	
	01L/19R	7,650 feet	
Runway Widths (all four)	200 feet		

AirTrain System

Number of Stations	9	Total Number of Cars	38
Total System Length (2 Independent Loops)	5 miles	Capacity (Passengers/Hour)	3,400
Top Speed	30 mph		

San Francisco International Airport **Fact Sheet**

Airlines at SFO (Calendar Year 2015)

Total Number of Airlines Operating at SFO	58
Domestic Passenger Carriers	13
International Foreign Flag Carriers	32
Commuter Air Carriers	5
Seasonal/Charter Air Carriers	1
Cargo Only Air Carriers	7

Airline Market Share at SFO

United	44.4%	Alaska	2.9%
American/US Airways	9.6%	JetBlue	2.8%
Delta	8.4%	Air Canada	1.7%
Virgin America	8.4%	Frontier	1.2%
Southwest	6.9%	Lufthansa	1.0%
		All Other Air Carriers	<1.0% each

Top Five Domestic Markets (Weekly Flights)

Los Angeles – (BUR/LAX/LGB/ONT/SNA)	577
New York – (EWR/JFK)	314
Chicago – (MDW/ORD)	224
Seattle – (SEA)	200
Las Vegas – (LAS)	161

San Francisco International Airport **Fact Sheet**

Airport Finances (Calendar Year 2015)

Sources of Revenues FY 2015/16 Budget

Terminal Rentals	\$259.0	million	26.7%
Landing Fees	\$161.3	million	16.6%
Concessions	\$89.3	million	9.2%
Parking & Ground Transportation	\$179.3	million	18.5%
Other Aviation Revenue	\$76.5	million	7.9%
Other Sales & Services	\$79.8	million	8.2%
Sales of Electricity	\$25.5	million	2.6%
Interest Income	\$5.4	million	0.6%
PFC Revenues	\$58.1	million	6.0%
Fund Balance	\$36.5	million	3.8%
Total Revenues	\$970.8	million	

Airline Rates - FY 2015-16

Landing Fees (per 1,000 lbs)	\$4.87
Average Cost per Enplaned Passenger	\$17.26

Food/Beverage/Retail Sales FY 2014/15

Gross Sales (w/o duty free)	\$328.8	million
Food & Beverage Sales	\$209.2	million
Retails Sales (w/o duty free)	\$119.6	million
Duty Free Sales	\$116.6	million
Average concession spent per passenger	\$13.68	

San Francisco International Airport **Fact Sheet**

Airport Finances (Calendar Year 2015)

FY2015/16 Approved Budget			% of Total
Debt Service	\$ 424.4	million	43.7%
Personnel Costs	\$ 218.3	million	22.5%
Non-Personnel Services	\$ 105.9	million	10.9%
Police & Fire Services	\$ 76.5	million	7.9%
Annual Service Payment	\$ 40.8	million	4.2%
Services of Other City Departments	\$ 68.6	million	7.1%
Materials & Supplies	\$ 17.4	million	1.8%
Other Transfers	\$ 17.0	million	1.8%
Equipment	\$ 2.0	million	0.2%
Total	\$ 970.8	million	

Airport Commission Staffing and Assets

Budgeted Positions	FY 2015/16	=	1,732.5
Filled Positions	FY 2015/16	=	1,512.5
Current Assets	FY 2014/15	=	\$696,316,749
Total Net Position	FY 2014/15	=	\$117,135,800



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APPENDIX D PARTNERING REQUIREMENTS

PART 1 - GENERAL

1.1 PARTNERING LEVEL

This Project shall incorporate the required partnering elements for **Partnering Level 5**

Level	Estimated Construction Amount	Complexity	Political Significance	Relationships
5	\$200 million +	Highly technical and complex design & construction	High visibility/oversight; significant strategic project	New project relationships; high potential for conflict (strained relationship, previous litigation, or high probability of claims)
4	\$50 - \$200 million	High complexity – schedule constraints, uncommon materials, etc.	Probable	New contractors or CM, new subs
3	\$20 - \$50 million	Increased complexity	Likely, depending on the location and other project characteristics	Established relationships; new CM, subs, or other key stakeholders
2	\$5 - \$20 million	Moderate complexity	Unlikely, unless in a place of importance	Established relationships; new subs, new stakeholders
1	\$100,000 - \$5 million	Standard complexity	Unlikely, unless in a place of importance	Established relationships; new subs, new stakeholders

1.2 SUMMARY

- A. This Section specifies the requirements for establishing a collaborative partnering process. The partnering process will assist the City and Contractor to develop a collaborative environment so that communication, coordination, and cooperation are the norm, and to encourage resolution of conflicts at the lowest responsible management level.
- B. The partnering process is not intended to have any legal significance or to be construed as denoting a legal relationship of agency, partnership, or joint venture between the City and Contractor.
- C. This Section does not supersede or modify any other provisions of the Contract, nor does it reduce or change the respective rights and duties of the City and Contractor under the Contract, nor supersede contractual procedures for the resolution of disputes.

1.3 PURPOSE/GOALS

- A. The goals of project partnering are to:
 - 1. Use early and regular communication with involved parties;
 - 2. Establish and maintain a relationship of shared trust, equity and commitment;
 - 3. Identify, quantify, and support attainment of mutual goals;

4. Develop strategies for using risk management concepts and identify potential project efficiencies;
5. Implement timely communication and decision-making;
6. Resolve potential problems at the lowest possible level to avoid negative impacts;
7. Hold periodic partnering workshops throughout the life of the contract to maintain the benefits of a partnered relationship;
8. Establish periodic joint evaluations of the partnering process and attainment of mutual goals.

1.4 DEFINITIONS

- A. Unless specifically defined in this Section 01 31 33, all terms have the same meaning as defined in Section 00 72 00, General Conditions.
- B. **Stakeholders:** Any person or entity that has a stake in the outcome of a construction project. Examples include the end users, neighbors, vendors, special interest groups, those who must maintain the facility, those providing funding, and those who own one or more of the systems.
- C. **Project Team:** Key members from the City and Contractor organizations responsible for the management, implementation, and execution of the Project, and will participate in the partnering process.

PART 2 - PARTNERING PROCESS

2.1 SELECTION OF A FACILITATOR

- A. An Internal Facilitator or a Professional Neutral Facilitator shall be retained for projects with a Partnering Level of 1 through 3. A Professional Neutral Facilitator must be retained for projects with a Partnering Level of 4 or 5. The City and Contractor shall meet as soon as practicable after award of Contract to work cooperatively and in good faith to select a Facilitator.
- B. An Internal Facilitator is a trained employee or representative of the City who provides partnering facilitation services.
- C. A Professional Neutral Facilitator must have the following qualifications:
 1. The Facilitator shall be trained in the recognized principles of partnering;
 2. The Facilitator shall have at least three (3) years' experience in partnering facilitation with a demonstrated track record, including public sector construction for a city or other municipal agency;
 3. The Facilitator shall have a skill set that may include construction management, negotiations, labor-management mediation, and/or human relations; and
 4. The Facilitator must be in the business of providing partnering services for construction projects.
- D. Within thirty (30) days of NTP, Contractor and the selected Professional Neutral Facilitator shall execute an agreement that establishes a budget for fees and expenses of the Facilitator,

workshop site costs, if any, and the describe the Facilitator's role for the Project consistent with the requirements of this Section. The scope of the Facilitator's role is for descriptive purposes only and is not a guarantee for payment as the scope of work will be revised as needed throughout the Project. The agreement shall be terminable at will.

- E. The Facilitator shall be evaluated by the Project Team: (1) at the end of the Kick-off Partnering Workshop; and (2) at the Project close-out partnering session.
- F. In the event that either Contractor or the City is not satisfied by the services provided by the Facilitator, a new mutually acceptable Facilitator shall be chosen in a reasonable amount of time in the same manner pursuant to Subparagraph A above, and a new agreement shall be executed by Contractor and the new Professional Neutral Facilitator pursuant to Subparagraph D above.

2.2 PARTNERING ELEMENTS

- A. All Partnering Levels require the following elements:
 - 1. **Executive Sponsorship.** Commitment to and support of the partnering process from the senior most levels of the City and Contractor organizations.
 - 2. **Collaborative Partnering.** A structured and scalable process made up of elements that develop and grow a culture (value system) of trust among the parties of a construction contract. Together, the combination of elements including the Partnering Charter, Executive Sponsorship, partnering workshops, an accountability tool for the Project Team (Scorecards), and the Facilitator create a collaborative atmosphere on each project.
 - 3. **Facilitator.** Depending on the Project's Partnering Level, the City and Contractor shall retain either an Internal Facilitator or a Professional Neutral Facilitator according to the process listed in subparagraph 2.1 above to lead workshops.
 - 4. **Partnering Charter and/or mission statement.** The City and Contractor shall create a Partnering Charter that is the guiding focus for the Project Team. It documents the team's vision and commitment to work openly and cooperatively together toward mutual success during the life of the Project. The Partnering Charter helps to maintain accountability and clarity of agreements made and allows for broader communication of the team's distinct goals and partnering process. At a minimum, the Partnering Charter must include the following elements:
 - (a) Mutual goals, including core project goals and may also include project-specific goals and mutually-supported individual goals. The required core project goals relate to project schedule, budget, quality, and safety.
 - (b) Partnering maintenance and close-out plan, including partnering session attendees and frequency of workshops.
 - (c) Dispute resolution plan that includes an Escalation Resolution Ladder.
 - (d) Team commitment statement and signatures.
 - 5. **Partnering Workshops.** At a minimum, the following two workshops are required:
 - (a) **Kick-off Partnering Workshop.** Within 45 days of NTP, the City and Contractor shall meet for the Kick-off Partnering Workshop; determine the workshop site and duration, and other administrative details. At the Kick-off Partnering Workshop, the City, Contractor, and Facilitator shall meet to

mutually develop a strategy for a successful partnering process and to develop their Partnering Charter.

- (b) **Close-out Partnering Workshop.** Prior to final closeout, the City and Contractor shall schedule the Close-out Partnering Workshop. At the Close-Out Partnering Workshop, the City, Contractor, and Facilitator, shall meet to discuss lessons learned throughout the Project, focus on ensuring continued collaboration and cooperation through the end of the Project, and to discuss requirements for the close-out process. At the conclusion of the workshop, a summary of the lessons learned should be prepared to be distributed to the Project Team. The City and Contractor shall also evaluate the Facilitator.

The Project Team may participate in additional workshops during the life of the Project as they agree is necessary and appropriate. Each workshop is a formalized meeting focused on developing a collaborative culture among the Project Team. The Project Team will use these workshops to set Project goals, define Project commitments, attend joint training sessions, and perform other tasks.

6. **Multi-tiered Partnering (Core Team – Executive – Stakeholder).** The Partnering Team will divide into smaller groups and convene multiple workshops including a Core Team Workshop, an Executive Workshop, and a Stakeholder Workshop.

- (a) **Core Team Workshop.** The Core Team is made up of Project Team members who are a part of the Project for its duration, including the following (not in order of hierarchy):

City:	Contractor:
Resident Engineer	Building Superintendent
Project Manager	Project Executive
Construction Manager	Jobsite Supervisor
Engineer, Architect	Project Engineer
Division Manager	Subcontractors
Construction Engineer	Key suppliers
Inspectors	Senior Management (e.g. Area Manager, Operations Manager, VP, President, Owner)
Client Department representative	
Critical third parties: stakeholders, other agencies, utilities, etc., or anyone who could potentially stop or delay the project.	

- (b) **Executive Workshop.** The senior leaders of the City and Contractor may form a Project Board of Directors. The Project Board of Directors is charged with steering the project to success.
- (c) **Stakeholder Workshop.** As the Project progresses, various systems and processes will be the focus. The Stakeholder Workshop is a meeting of the key stakeholder groups, made up of Stakeholders that are involved in the current focus of the systems or processes.
- (d) **Special Task Forces.** The Project Team may task a subset of its members to work on a particular issue or opportunity for the good of the overall project.

7. **Escalation Resolution Ladder.** The City and Contractor shall mutually develop an Escalation Resolution Ladder, which is a stepped process that formalizes the negotiation between the Parties. The intent of this ladder is to provide a process that elevates issues up the chain of command between the Parties. The objective is to resolve issues at the lowest practical level and to not allow individual project issues to disrupt project momentum. When an issue is escalated one level, it is expected that a special meeting focusing on the negotiated settlement for that issue will be called with the goal of settling as quickly as possible.

Sample Escalation Resolution Ladder:

Level	Awarding City Department	Contractor	Time to Elevate
I	Inspector or Resident Engineer	Foreman/ Superintendent	1 day
II	Project Manager	Project Manager	1 week
III	Program Manager	Area Manager	1 week
IV	Division Manager	Operations Manager	2 weeks
V	Deputy Department Director	Owner, President	2 weeks

8. **Project Scorecards.** The City and Contractor shall participate in periodic partnering evaluation surveys to measure progress on mutual goals and short-term key issues as they arise. Project Scorecards are an accountability tool that allows the City and the Contractor to measure how well they are doing at following through on commitments made to one another. Typically the Project Scorecards are confidential surveys prepared and submitted to the Project Team by the Facilitator. The Facilitator typically then compiles the responses into a report which is then sent out to the Project Team for review.

B. **Level 1 Projects** require all of the following elements:

1. Kickoff Workshop
2. Partnering Workshops:
 - Executive Board Workshops – As Needed
 - Stakeholder Workshops – As Needed
 - Core Team Workshops – As Needed
3. Close-Out Workshop
4. No Project Scorecards are required. The City and Contractor may agree to participate in partnering evaluation surveys.

C. **Level 2 Projects** require all of the following elements:

1. Kickoff Workshop
2. Partnering Workshops:
 - Core Team Workshops – As Needed
 - Executive Board Workshops – As Needed

- Stakeholder Workshops – As Needed
3. Close-Out Workshop
 4. Two Project Scorecards are required. The City and Contractor may agree to participate in more regular partnering evaluation surveys.
- D. **Level 3 Projects** require all of the following elements:
1. Kickoff Workshop
 2. Partnering Workshops:
 - Core Team Workshops – Quarterly. Additional workshops may be led by the Professional Neutral Facilitator, and Internal Facilitator, or may be self-directed by the Project Team.
 - Executive Board Workshops – As Needed
 - Stakeholder Workshops – As Needed
 3. Close-Out Workshop
 4. Quarterly Project Scorecards are required. The City and Contractor may agree to participate in more regular partnering evaluation surveys. Monthly Project Scorecards are recommended.
- E. **Level 4 Projects** require all of the following elements:
1. Kickoff Workshop
 2. Partnering Workshops:
 - Core Team Workshops – Quarterly. Additional workshops may be led by the Professional Neutral Facilitator, and Internal Facilitator, or may be self-directed by the Project Team.
 - Executive Board Workshops – Quarterly
 - Stakeholder Workshops – Quarterly
 3. Close-Out Workshop
 4. Quarterly Project Scorecards are required. The City and Contractor may agree to participate in more regular partnering evaluation surveys. Monthly Project Scorecards are recommended.
- F. **Level 5 Projects** require all of the following elements:
1. Kickoff Workshop
 2. Partnering Workshops:
 - Core Team Workshops – Monthly. Additional workshops may be led by the Professional Neutral Facilitator, and Internal Facilitator, or may be self-directed by the Project Team.
 - Executive Board Workshops – Quarterly
 - Stakeholder Workshops – Quarterly

3. Close-Out Workshop
4. Monthly Project Scorecards are required.

2.3 COSTS

- A. The fees and expenses of the Internal Facilitator, if any, shall be paid by the Airport.
- B. The fees and expenses of the Professional Neutral Facilitator, if any, and workshop site costs, if any, shall be paid by the Airport as set forth in the Third Party Agreement.
- C. With the exception of the Facilitators' fees and workshop site costs described in subparagraph 2.03.A and 2.04B above, all costs associated with the Partnering participation, workshops and sessions, partnering evaluation surveys, or partnering skills trainings are deemed to be included in the Price Proposal(s).

END OF SECTION

CERTIFICATION CHECKLIST FOR NON-FEDERAL FUNDED CONTRACTS

Contractor Name: PGH Wong & Partners JV

Original or Mod #: Original

Contract #: 10072.41

Funding Source: Capital

Contract \$\$: \$3,250,000

Date: 2/2/2018

Contract Manager Name & Telephone #: Kris Opbroek / 65-821-5316

Included?:

- ☐ Y ☒ N 1. Budget Confirmation (Informal contracts only)
- ☒ Y ☐ N 2. Airport Commission Resolution (Required if \geq \$110,000)
- ☒ Y ☐ N 3. Civil Service Commission or DHR Approval (PSC Form 1 and PSC Form 2)
- ☒ Y ☐ N 4. Three (3) sets of signed contract documents, four (4) for OCA (refer to notes)
- ☒ Y ☐ N 5. CMD Form 2A: CMD Contract Participation Form (email copy to: sfo.asbao@flysfso.com)
or
Document 00435, Subcontractor List for Construction Contracts (email copy to: sfo.asbao@flysfso.com)
- ☒ Y ☐ N 6. First Source Hiring Agreement (original contract only)
- ☒ Y ☐ N 7. Certificate of Insurance and/or Bond: **Pending Approval**

		Amount	Exp. Date	Add. Insured Endorsement
7.1	Commercial General Liability - PGH Wong	\$1,000,000	12/18/2018	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
7.1	Commercial General Liability - CF Wright Consulting	\$2,000,000	7/1/2018	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
7.1	Commercial General Liability - Avila & Assoc.	\$2,000,000	2/20/2018	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
7.2	Commercial Automobile Liability - PGH Wong	\$1,000,000	9/30/2018	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
7.2	Commercial Automobile Liability - CF Wright Consulting	\$2,000,000	7/1/2018	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
7.2	Commercial Automobile Liability - Avila & Assoc.	\$1,000,000	4/20/2018	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
7.3	Workers' Compensation with Waiver of Subrogation - PGH Wong	\$1,000,000	9/1/2018	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
7.3	Workers' Compensation with Waiver of Subrogation - CF Wright Consulting	\$1,000,000	7/1/2018	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
7.3	Workers' Compensation with Waiver of Subrogation - Avila & Assoc.	\$1,000,000	3/9/2018	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
7.4	Professional Liability - PGH Wong	\$10,000,000	12/15/2018	
7.4	Professional Liability- CF Wright Consulting	\$2,000,000	7/1/2018	
7.4	Professional Liability - Avila & Assoc.	\$5,000,000	2/20/2018	
7.5	Umbrella Liability - PGH Wong	\$10,000,000	12/18/2018	
7.5	Umbrella Liability - CF Wright Consulting	\$10,000,000	5/1/2018	
7.5	Umbrella Liability - Avila & Assoc.	\$5,000,000	2/20/2018	

- ☒ Y ☐ N 8a. CMD Form 3 (original) Compliance Affidavit
- ☐ Y ☒ N 8b. CMD Form 10 (modification) - Fax to CMD: (650) 821-7820 and email copy to: sfo.asbao@flysfso.com.
- ☐ Y ☒ N 9. OCA approval required?
- ☐ Y ☒ N 10. DT CIO approval (if required)

INSTRUCTIONS FOR CERTIFICATION CHECKLIST

☐Y ☒N 11. OCA (Purchasing) Waiver (if required)

☐Y ☒N 12. CMD Waiver (if required)

☐Y ☒N 13. Prop. "J" Approval (if required)

☒Y ☐N 14. Other (state): JV Agreement

FSP Ct ID ~~0000029434~~

NIGP Code

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 17-^321

AWARD OF PROFESSIONAL SERVICES CONTRACT NO. 10072.41, PROJECT MANAGEMENT SUPPORT SERVICES FOR THE COURTYARD 3 CONNECTOR PROJECT, TO PGH WONG & PARTNERS JOINT VENTURE, A JOINT VENTURE OF PGH WONG ENGINEERING, INC. AND CFWRIGHT CONSULTING, LLC AND AVILA & ASSOCIATES CONSULTING ENGINEERS, INC., IN A CONTRACT AMOUNT NOT TO EXCEED \$3,250,000 FOR THE FIRST YEAR OF SERVICES

WHEREAS, the Project Management Support Services Consultant will provide overall management expertise and oversight of the Courtyard 3 Connector Project. The scope of work for this Contract will include design and construction management services, project controls, contract administration, cost estimating services and field inspection; and

WHEREAS, on August 15, 2017, by Resolution No. 17-0188, the Commission adopted the Final Negative Declaration and related California Environmental Quality Act findings for the Courtyard 3 Connector Project (File No. 2016-000857ENV); and

WHEREAS, on August 15, 2017, by Resolution No. 17-0189, the Commission authorized the Director to issue a Request for Qualifications/Request for Proposals (RFQ/RFP) for Project Management Support Services for the Courtyard 3 Connector Project and to negotiate with the highest-ranked proposer; and

WHEREAS, on August 15, 2017, Staff issued the RFQ/RFP; and

WHEREAS, on September 25, 2017, the Airport received four proposals in response to the RFQ/RFP; and

WHEREAS, the Airport convened a four-member Selection Panel that thoroughly reviewed the responsive proposals, interviewed the firms and key personnel, and determined that PGH Wong & Partners Joint Venture is the highest-ranked proposer; and

WHEREAS, Staff negotiated the scope of services, contract terms and conditions, and fee with PGH Wong & Partners Joint Venture for this Contract. The agreed upon initial Contract amount for the first year of services is \$3,250,000 and

WHEREAS, since the Project will be a multi-year, phased project, Staff estimates that the total Contract amount for PGH Wong & Partners Joint Venture will be \$11,500,000 with a total Contract duration of 40 months; and

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 17-0321

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

RESOLVED, that the Commission hereby awards Professional Services Contract No. 10072.41, Project Management Support Services for the Courtyard 3 Connector Project to PGH Wong & Partners Joint Venture in an amount not to exceed \$3,250,000 for the first year of services.

Page 2 of 2

*I hereby certify that the foregoing resolution was adopted by the Airport Commission
at its meeting of* DEC 19 2017


Secretary

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIRDept. Code: AIRType of Request: ☒ Initial ☐ Modification of an existing PSC (PSC # _____)Type of Approval: ☐ Expedited ☒ Regular (☐ Omit Posting)Type of Service: Project Management Support Services (PMSS) and Design-Build (DB) Services for the Terminal 2 tFunding Source: Capital Funds

PSC Duration: 5 years 1 day

PSC Amount: \$280,000,000PSC Est. Start Date: 08/01/2017PSC Est. End Date: 08/01/2022**1. Description of Work****A. Scope of Work:**

Project Management Support Services (PMSS) and Design-Build (DB) service teams with airport design and management expertise are required to manage the design and construction of the Terminal 2 (T2) to Terminal 3 (T3) Secure Connector Project (Project). Services to be provided include project controls, scheduling, document control, design management, contracts management, architectural and engineering design services, and construction of the project. The scope of work of this Project includes, 1) the design and construction of a new, elevated, secure connector for passengers to efficiently and securely connect between T2 and T3, and 2) an associated building addition that will provide additional square footage for passenger amenities, lounge areas, and airline or other tenant office space. To accommodate the new building addition, the Project will relocate the Airport's Emergency Operations Center and Communication Center. Both are critical to safe and secure airport operations and neither can be out of service for any period of time. Relocation of these facilities includes complex infrastructure modifications and specialized handling of equipment. Additionally, work related to airport security systems, airfield geometry and aircraft systems will be required for the new build out and this Project will facilitate systems connections and the future installation of new baggage handling system transfer line between the terminals. Sustainable growth and continuing the San Francisco International Airport (Airport) leadership in the

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

As a result of the significant passenger growth and forecasted demand, the Airport will build a new secure connector between T2 and T3 to provide greater flexibility for gates use and to improve the passenger experience, as well as, creating new square footage to meet airline and airport needs. Additionally, relocation of the Emergency Operations Center and Communication Center are highly sensitive activities. Any interruption to these facilities would have major impacts to operations throughout the Airport.

If the services for this project are denied, the project will be delayed, resulting in loss of revenue by not having gate flexibility, decreased level of service to passengers that need to go through security more than once for

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.
This is a new service.

D. Will the contract(s) be renewed? Yes, if there continues to be a need for such services at the Airport.

2. Union Notification: On 06/09/2017, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21

FOR DEPARTMENT OF HUMAN RESOURCES USEPSC# 47501 - 16/17

DHR Analysis/Recommendation:

08/07/2017

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 08/07/2017

3. Description of Required Skills/Expertise**A. Specify required skills and/or expertise:**

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

B. Which, if any, civil service class(es) normally perform(s) this work?

5174,5201,5203,5207,5211,5212,5218,5241,5260,5261,5265,5266,5268,5362,5364,5366,5502,5504,5506,5508,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:

Yes, the contractor will provide all construction equipment to build the project and will also provide construction office space for project team.

4. Why Classified Civil Service Cannot Perform**A. Explain why civil service classes are not applicable:**

The existing Civil Service classifications do not have the required expertise and specialized skills necessary for the development, management, design and construction of a large-scale airport facility project. Knowledge of various airport systems, airline operations, baggage handling system components, passenger processing security and TSA requirements, airfield geometry, fuel hydrant systems, aircraft systems and operations, and construction management in an active airport environment are necessary. Relevant experience in maintaining critical airport

B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No, it would not be practical to adopt a new civil service class to perform this work because an Airport facility project of this scope and scale does not occur frequently enough to justify permanent staffing. Once the project is completed, specialized services will not be required.

5. Additional Information (if "yes", attach explanation)

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee? No training will be provided because an Airport facility project of this scope	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

☒ THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 07/12/2017 BY:

Name: Cynthia Avakian

Phone: 650-821-2014

Email: cynthia.avakian@flysfo.com

Address: P.O. Box 8097

San Francisco, CA 94128

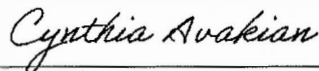
PERSONAL SERVICES CONTRACT AWARD NOTICEDATE: February 2, 2018DEPARTMENT: Airport Commission DEPARTMENT NUMBER: 27PERSONAL SERVICES CONTRACT NUMBER (PSC#): 47501-16/17PERSONAL SERVICES CONTRACT APPROVAL DATE: August 7, 2017WILL THIS CONTRACT BE AWARDED TO MULTIPLE CONTRACTORS? No

IF YES, THIS AWARD NOTICE IS FOR CONTRACTOR NUMBER _____ OF _____

CONTRACTOR: PGH Wong & Partners JV, Ct. 10072.41AMOUNT: \$3,250,000 DURATION: 7/1/2017 - 6/30/2018**Prior History**

Date	Amount	Fiscal Year	Unspent Balance
None	\$0		
Total	\$0		

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD.

_____
Signature of Departmental Personal Services Contract (PSC) CoordinatorCynthia P. Avakian

Print or Type Name

(650) 821-2014

Telephone Number

NOTE: At the same time the contract is awarded, the department must submit this form to Personal Services Contracts, Department of Human Resources (Dept. 33), 1 South Van Ness Avenue, 4th Floor, San Francisco, CA 94103.



FORM 2A: CMD CONTRACT PARTICIPATION FORM

Section 1: This form must be submitted with the proposal or the proposal may be deemed non-responsive and rejected. Prime Proposer, each Joint Venture Partner, Subconsultants, Vendors, and lower sub tiers must be listed on this form. Only CMD certified Small and/or Micro-LBEs can be used to meet the LBE subconsultant participation requirement unless the RFP allows for SBA-LBE subconsultants to count towards the LBE participation requirement. A Small and/or Micro- LBE Prime proposer/JV with LBE participation must meet the LBE subconsultant requirement. A Small and/or Micro-LBE Prime proposer/JV with LBE participation may not count its participation towards meeting the LBE subconsultant participation requirement. Be sure to check box for Rating Bonus. If more space is needed, attach additional copies of this form. This form is also completed and submitted for all contract modifications which exceed the original contract amount by more than 20%.

Contract:	Project Management Support Services for the Courtyard 3 Connector Project at the San Francisco International Airport, Contract No. 10072.41	RATING BONUS	
Firm:	PGH Wong & Partners JV	<input type="checkbox"/> LBE 10%	<input type="checkbox"/> Joint Venture 7.5%
Contact Person:	Clifford S. M. Wong, P.E.	<input type="checkbox"/> Joint Venture 5%	<input type="checkbox"/> Joint Venture 10% (LBEs ONLY)
Address:	182 2 nd Street, Suite 500	<input type="checkbox"/> No Rating Bonus Requested	
City/ZIP	San Francisco, CA 94105	LBE Requirement 21 %	
Phone	415-566-0800		

*Type: Identify if prime (P), JV partner (J), Subconsultant (S), or Vendor (V)

TYPE *	Firm	PORTION OF WORK (describe scope(s) of work)	% OF WORK	INDICATE LBE YES/NO	If an LBE, Identify MBE, WBE, or OBE **	% OF LBE SUBWORK (CARRY-OVER FROM % OF WORK COLUMN)
J	PGH Wong Engineering, Inc.	Program/Project Management, Construction Management, Design Management, MEP Systems Expertise and Management, Sustainability Management, Resident Engineering, Office Engineering, Field Inspection, Budgeting and Estimating, Stakeholder Engagement Process Management, Partnering, and Project Coordination.	54.52%	NO		%
J	CFWright Consulting	Program/Project Management, Design Management, Airport Systems and Airfield Management, Partnering, and Project Coordination	11.69%	YES	OBE	%
J	Avila & Associates	Project Controls and Reporting, Scheduling, Partnering, and Project Coordination	11.67%	YES	WBE	%
S	Chaves & Associates	Document Control Services and Administrative Services, First Source Hiring Program	6.64%	YES	WBE	6.64%
S	Montez Group, Inc.	Quality Control, Quality Assurance, Inspection Services, Scheduling, and Construction Management	4.36%	YES	MBE	4.36%

CITY AND COUNTY OF SAN FRANCISCO
CONTRACT MONITORING DIVISION



CHAPTER 14B
CMD ATTACHMENT 2

Architecture, Engineering, and Professional Services

S	Saylor Consulting Group	Cost Estimating Support Services, Contract Administration, Change Management, Scheduling, and Document Control Services	8.57%	YES	WBE	8.57%
S	Studio 151	Special Systems, SEP for Special Systems	2.17%	YES	OBE	2.17%
S	UDC, LLC	Project Controls Support, Contract Administration, Primavera Unifier expertise, Cost Estimating Support Services, and Change Management	0.38%	YES	OBE	0.38%
			Total % of Work: 100%	Total LBE Subconsulting%		22.12%

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above Consultants for the portions of work and amounts as reflected in the Proposal for this Contract.

Owner/Authorized Representative (Signature):

Date: September 22, 2017

Print Name and Title: Clifford S. M. Wong, P.E., President

** MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise. See CMD website: <http://sfgov.org/cmd> for each firm's status.



Section 2. Prime Proposer, Joint Venture Partners, Subconsultant, and Vendor Information

Provide information for each firm listed in Section 1 of this form. Firms which have previously worked on City contracts may already have a vendor number. Vendor numbers of LBE firms are located in the CMD LBE website at <http://sfgov.org/cmd>. Use additional sheets if necessary.

FIRM NAME:	PGH Wong Engineering, Inc.	VENDOR #:	14532
ADDRESS:	182 2 nd Street, Suite 500	FEDERAL ID #:	94-2987905
CITY, ST, ZIP:	San Francisco, CA 94105	PHONE:	415-566-0800
		FAX:	415-566-6030
SERVICE: Program/Project Management, Construction Management			

FIRM NAME:	CFWright Consulting, LLC	VENDOR #:	107113
ADDRESS:	1108-A Bryant Street	FEDERAL ID #:	47-5578155
CITY, ST, ZIP:	San Francisco, CA 94103	PHONE:	619-288-5400
		FAX:	
SERVICE: Airport Systems and Airfield Management			

FIRM NAME:	Avila and Associates Consulting Engineers, Inc.	VENDOR #:	65115
ADDRESS:	490 Post Street, Suite 1415	FEDERAL ID #:	61-1396429
CITY, ST, ZIP:	San Francisco, CA 94102	PHONE:	415-576-1230
		FAX:	415-576-1235
SERVICE: Project Controls and Reporting, Scheduling			

FIRM NAME:	Chaves & Associates	VENDOR #:	41385
ADDRESS:	5 Third Street, Suite 505	FEDERAL ID #:	94-3218722
CITY, ST, ZIP:	San Francisco, CA 94103	PHONE:	(510) 206-3590
		FAX:	(415) 693-9030
SERVICE: Document Control, First Source Hiring			

FIRM NAME:	Montez Group, Inc.	VENDOR #:	97420
ADDRESS:	1 Avenue of the Palms, #407	FEDERAL ID #:	27-4826015
CITY, ST, ZIP:	San Francisco, CA 94130	PHONE:	415-430-5029
		FAX:	510 689 2789
SERVICE: Quality Control, Quality Assurance, Inspection Services			

FIRM NAME:	Saylor Consulting Group	VENDOR #:	36614
ADDRESS:	71 Stevenson Street, #400	FEDERAL ID #:	68-0297594
CITY, ST, ZIP:	San Francisco, CA 94105	PHONE:	415-399-9990
		FAX:	415-354-8392
SERVICE: Cost Estimating			

CITY AND COUNTY OF SAN FRANCISCO
CONTRACT MONITORING DIVISION



CHAPTER 14B
CMD ATTACHMENT 2
Architecture, Engineering, and Professional Services

FIRM NAME:	Studio 151	VENDOR #:	101193
ADDRESS:	2425 17th Street	FEDERAL ID #:	20-4107212
CITY, ST, ZIP:	San Francisco, CA 94115	PHONE:	(650) 597-1950
		FAX:	(650) 597-1955
SERVICE:	Special Systems		

FIRM NAME:	UDC, LLC (OBE)	VENDOR #:	401363
ADDRESS:	1369 Sacramento St. #3	FEDERAL ID #:	47-4238104
CITY, ST, ZIP:	San Francisco, CA 94109	PHONE:	415-420-0456
		FAX:	
SERVICE:	Contract Administration		



CITY AND COUNTY OF SAN FRANCISCO



FIRST SOURCE HIRING PROGRAM
PROFESSIONAL SERVICES

FIRST SOURCE HIRING AGREEMENT **FOR PROFESSIONAL SERVICES**

City Agency: San Francisco International Airport Contract Number and Name: Project Management Support Services for the Courtyard 3 Connector Project at the San Francisco International Airport, Contract No. 10072.41

Consultant Name: PGH Wong & Partners JV Main Contact: Clifford S.M. Wong, P.E.

Phone: 415-566-0800 Email: Cliff@pghwong.com


Signature of Authorized Representative*

Clifford S.M. Wong, P.E.

9/22/17

Name of Authorized Representative

Date

**By signing the First Source Hiring Agreement, the Consultant agrees to participate and comply with the provisions of the First Source Hiring Program pursuant to San Francisco Administrative Code Chapter 83*

Instructions:

- All bidders must complete, sign and submit a *First Source Hiring Agreement* with bidder's Proposal. All Proposals without a completed and signed *First Source Hiring Agreement* will be rejected.
- In Section 2, list the number of Entry Level Positions for the Prime Consultant and all sub-consultants. The Consultant shall make good faith efforts to hire Trainees referred by the First Source Hiring Program to fulfill all available Entry Level Positions.
- Reference specification section, *First Source Hiring Program* for workforce obligations. Questions and assistance, please contact Emily Chea: Email: emily.chea@sfgov.org. Tel: (415)701-4880.

Section 1: Select all that apply

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Administrative Services | <input type="checkbox"/> Financial Services | <input type="checkbox"/> Mechanical/Electrical Engineering |
| <input type="checkbox"/> Architecture | <input type="checkbox"/> Geotechnical Engineering | <input type="checkbox"/> Property Management |
| <input type="checkbox"/> Asbestos and Lead | <input checked="" type="checkbox"/> Green Building Consulting | <input type="checkbox"/> Real Estate Services |
| <input type="checkbox"/> As-Needed | <input type="checkbox"/> Health/Medical Services | <input type="checkbox"/> Sediment Analysis |
| <input type="checkbox"/> Civil/Structural/Hydraulic Engineering | <input checked="" type="checkbox"/> IT/Technical Services | <input type="checkbox"/> Special Inspection and Testing |
| <input checked="" type="checkbox"/> Construction Management | <input type="checkbox"/> Landscape Architecture | <input type="checkbox"/> Surveying |
| <input type="checkbox"/> Design Services | <input type="checkbox"/> Will require an office or trailer near the project site | |
| <input type="checkbox"/> Environmental Services | <input type="checkbox"/> I don't see my services (please describe) _____ | |

Section 2: List Entry Level Positions

Job Title	Job Description	Number of Trainee Hires
Document Control Services	Oversees and coordinates execution of document management plan	2
Administrative Assistant	Provides technical and administrative support	2
Assistant Office Engineer	Coordinates with Stakeholders and assists in oversight and implementation of SET Program	1



FORM 3: CMD COMPLIANCE AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the HRC and CMD (as applicable) may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Contract Monitoring Division shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print): Clifford S. M. Wong, P.E.

Name of Firm (Print): PGH Wong Engineers, Inc.

Title and Position: President

Address, City, ZIP: 182 2nd Street, Suite 500, San Francisco, CA 94105

Federal Employer Identification Number (FEIN): 94-2987905

Date: September 21, 2017



FORM 3: CMD COMPLIANCE AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the HRC and CMD (as applicable) may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
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4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: _____



Owner/Authorized Representative (Print): Curtis Wright, P.E.

Name of Firm (Print): CFWRIGHT CONSULTING

Title and Position: Principal

Address, City, ZIP: 1108-A Bryant Street. San Francisco, CA 94103

Federal Employer Identification Number (FEIN): 47-5578155

Date: September 21, 2017



FORM 3: CMD COMPLIANCE AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the HRC and CMD (as applicable) may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Contract Monitoring Division shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: _____

A handwritten signature in blue ink, appearing to read "Ernesto A. Avila", written over a horizontal line.

Owner/Authorized Representative (Print): Ernesto A. Avila, P.E.

Name of Firm (Print): Avila and Associates Consulting Engineers, Inc.

Title and Position: Principal

Address, City, ZIP: 490 Post Street, Suite 1415, San Francisco, CA 94102

Federal Employer Identification Number (FEIN): 61-1396429

Date: September 21, 2017



FORM 4: CMD JOINT VENTURE FORM

This form must be submitted ONLY if the proposer is requesting a Joint Venture partnership with a Small and/or Micro-LBE firm for the rating bonus. The Joint Venture partners must submit a joint venture agreement and management plan with the proposal. All work must be accounted for including subconsulting work.

SECTION 1: GENERAL INFORMATION

1. Name of Contract or Project: Project Management Support Services for the Courtyard 3 Connector Project at the San Francisco International Airport, Contract No. 10072.41

2. Name of all JV partners: (Check LBE if applicable)

PGH Wong Engineering, Inc.	LBE <input type="checkbox"/>
CFWright Consulting	<input checked="" type="checkbox"/>
Avila & Associates	<input checked="" type="checkbox"/>

3. Attach a copy of Joint Venture Agreement and Management plans.

4. The management plan must include the following information:

- Describe in detail how decisions will be made for work distribution and compliance of Small and/or Micro-LBE Joint Venture participation.
- Provide each Joint Venture partner's specific duties and responsibilities (include organizational chart)
- Identify the Location of Joint Venture Office.
- Provide in detail how decision will be made for work distribution to Small and /or Micro-LBE subconsultants and/or vendors.
- Submit copies of bank signature cards with authorized names, titles, and address/city of the bank (required after award of contract.)

5. Calculation of the Rating Bonus. See §2.02D of CMD Attachment 2 for an example.

If the joint venture partners are dividing the work according to a different formula than that described below, please contact CMD staff and describe the arrangement in detail prior to submittal of proposal.

Joint venture partners are encouraged to meet with CMD regarding their joint venture prior to submitting their proposal.

The rating bonus is awarded based on the Small and/or Micro-LBE JV partner tasks calculated as a percentage of the total JV partner tasks.

Joint Venture partners may be in different industries provided that each joint venture partner meets the minimum qualifications in the bid or proposal, and each is acting as a prime. The LBE joint venture partner must perform Prime Level Work and be CMD certified for the scope of work they are proposing to perform in order to be eligible for the rating bonus. "Prime Level Work" means any portion of work that is listed in the prime's minimum qualification section in the RFQ/RFP. Joint ventures receive rating bonuses depending upon the LBE percentage of prime level participation as set forth in Section 14B.7(F). Note that any supportive/subconsulting level work will not be counted towards the eligibility for the joint venture rating bonus.



Step 1. Calculate total JV partner tasks.

Total Contract Tasks	=	100%
Percentage of Total Work to be Performed by Subconsultants	=	22.12%
Percentage of JV partner tasks	=	77.88%

Step 2. Calculate Small and/or Micro-LBE JV partner tasks:

	A	B	C
Description of JV partner Scopes of Work (Specific details of work)	JV Partners' Work as a % of the total project	% of Task by Non-LBE JV Partner	% of Task by Small and/or Micro-LBE JV Partner
PGH WONG ENGINEERING, INC. As Lead Joint Venture Partner, PGH Wong is responsible for Program/Project Management, Construction Management, Design Management, MEP Systems Expertise and Management, Sustainability Management, Resident Engineering, Office Engineering, Field Inspection, Budgeting and Estimating, Stakeholder Engagement Process Management, Partnering, and Project	54.52%	54.52%	%
CFWRIGHT CONSULTING (LBE) As a Joint Venture Partner, CFWRright Consulting takes on the roles of Program/Project Management, Design Management, Airport Systems and Airfield Management, Partnering, and Project Coordination.	11.69%	%	11.69%
AVILA & ASSOCIATES (LBE) As a Joint Venture Partner, Avila & Associates is primarily responsible for Project Controls and Reporting, Scheduling, Partnering, and Project Coordination.	11.67%	%	11.67%
TOTAL JV %	77.88%	54.52%	23.36%

Step 3. Calculate Small and/or Micro-LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

Total Small and/or Micro-LBE JV Partner %	23.36	÷	Total JV %	77.88	=	29.99%
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JOINT VENTURE PARTNERS MUST SIGN THIS FORM



Owner/Authorized Representative
(Signature)
Clifford S. M. Wong, P.E., President

Name and Title (Print)
PGH Wong Engineering, Inc.

Firm Name
415-566-0800 9/21/17

Telephone Date



Owner/Authorized Representative
(Signature)
Curtis Wright, P.E., Principal

Name and Title (Print)
CFWright Consulting

Firm Name
619-288-5400 9/21/17

Telephone Date



Owner/Authorized
Representative (Signature)
Ernesto A. Avila, P.E., Principal

Name and Title (Print)
Avila & Associates Consulting
Engineers, Inc.

Firm Name
415-576-1230 9/21/17

Telephone Date

JOINT VENTURE AGREEMENT AND MANAGEMENT PLAN

AMONG

**PGH WONG ENGINEERING, INC.,
CFWRIGHT CONSULTING, LLC,
AND
AVILA & ASSOCIATES CONSULTING ENGINEERS, INC.**

ON THE

**PROJECT MANAGEMENT SUPPORT SERVICES
FOR THE COURTYARD 3 CONNECTOR PROJECT
AT THE
SAN FRANCISCO INTERNATIONAL AIRPORT**

THIS JOINT VENTURE AGREEMENT, made, entered into, and effective as of September 14, 2017 by and between PGH WONG ENGINEERING, INC. (Wong), a California corporation with principal offices located at 182 2nd Street, San Francisco, California 94105, CFWright Consulting, LLC (CFWright), a California limited liability corporation with a place of business located at 1108-A Bryant Street, San Francisco, California 94103, and Avila & Associates Consulting Engineers, Inc. (Avila), a California corporation with principal offices located at 490 Post Street, #1415, San Francisco, California 94102. In this Agreement, the above-identified companies are individually referred to as a "Party" and collectively as "Parties" pursuant to the terms herein.

WITNESSETH THAT:

WHEREAS, the Parties on September 25, 2017 will submit a Proposal to the City and County of San Francisco Airport Commission (hereinafter called the "Client") for the Project Management Support Services for The Courtyard 3 Connector Project Request for Proposals No. 10072.41 (hereinafter called the "Project");

AND

WHEREAS, the Client may select the Parties to negotiate an agreement for professional services indicated in the Client's Request for Proposals dated September 25, 2017 (hereinafter called the "SERVICES");

AND

WHEREAS, the Parties intend to enter into a Contract with the Client (hereinafter called the "Contract"), under which the proposed professional SERVICES will be provided;

AND

WHEREAS, the Parties desire to agree upon their respective rights, interests, and obligations as between themselves in the said Contract and the performance thereof;

AND

WHEREAS, each Party represents and warrants that it will share in the responsibilities, ownership, control, and management, risks, and financial losses and gains of the Joint Venture in proportion to its respective Interests;

NOW, THEREFORE, the Parties do hereby mutually agree as follows:

FIRST: ASSOCIATION OF THE PARTIES

The Parties hereby associate themselves as a Joint Venture for the sole purpose of accepting the Contract and performing the SERVICES or additional services under the Contract, or in any supplement thereto or modification thereof.

Nothing contained herein shall require either Party to give up any other ventures or employment now engaged in, or to refuse to accept other employment or other ventures. It being distinctly agreed that each of the Parties is entirely free to engage in any other activity, provided that the undertaking of any such other activity shall not affect the performance of the Parties under the Contract and this Agreement, and does not compromise or divulge without written authorization, any proprietary data of any of the other Parties or subconsultants to the Joint Venture.

SECOND: NAME AND ADDRESS OF JOINT VENTURE

The name of the Joint Venture under which the Contract shall be performed shall be:

PGH Wong & Partners

The office of the Joint Venture shall be at 182 2nd Street, Suite 500, San Francisco, California 94105-3801 and at other such locations as the Joint Venture may from time to time designate.

THIRD: RESPONSIBILITIES OF THE PARTIES

The Parties shall be jointly and severally responsible for the performance of the SERVICES required by the Contract, and the work to be performed shall be divided between them in the general manner hereinafter described. As permitted herein, the Joint Venture may subcontract portions of the SERVICES to third parties and may assign portions to affiliated companies of either Party; however, the responsibility for all such performance of SERVICES is shared by the Parties as provided for in the Contract and in this Agreement.

The specific duties and responsibilities of each of the Parties are as follows:

- **PGH Wong Engineering, Inc.** – Joint Venture management, project management, construction management, tenant coordination and sustainability, office engineering, and MEP manager.
- **CFWright Consulting, LLC.** – Joint Venture board participation, design management, as-needed scheduler, as-needed airfield management, and as-needed project management support services.
- **Avila & Associates, Consulting Engineers, Inc.** – Joint Venture board participation, project controls, inspection services, and as-needed project management support services.

An organization chart for the Joint Venture is included in the Proposal to the Courtyard 3 Connector Project in Envelope 4.

FOURTH: JOINT VENTURE MANAGEMENT

The business and affairs of the Joint Venture, and the direction and management of the performance of the Contract, as well as the determination of all policies connected therewith, shall be under the direction and control of a Board of Control (hereinafter called the "Board").

Wong shall be the Managing Joint Venturer in the performance of the Contract. The Managing Joint Venturer shall have management and control, subject to the direction and guidance of the Board, of all matters pertaining to performance of the Contract.

Responsibilities of each Party in managing the joint venture shall be initially divided per the following responsibility matrix, subject to the direction of the Board of Control:

	Wong	CFWright	Avila
Issue Subcontracts	X		
Write Task Orders	X		
Monitor Contract and Subcontract Task Orders			X
Perform Background Checks (Badge Holders)	X		X
Monitor Construction Badge Issuance			X
Authorized Signatory for Badge Holders	X	X	X
Bank Reconciliation	X		
Prepare Invoices	X		
Prepared Insurance Contribution Reports		X	
Accounts Receivable	X		
General Ledger	X		
Insurance Administration	X		
Monitor Legal Matters		X	
Review Contracts	X		X
Wrap-up Administration		X	
Contract Record Retention			X

Release Job Checks	X		
Audit Job Checks		X	
1099 Reports / K-1 Issuance	X		
Maintain Company Job Files	X	X	
Monitor City Payments		X	
Summary of Injury Reports			X

FIFTH: BOARD OF CONTROL MEMBERSHIP

The Board shall consist of three (3) members - one (1) representative from each Party. Wong's representative shall be the Chairman of the Board. To be qualified to serve on the Board, the representative selected by each Party must be an Officer of the Party's corporation.

Each Party shall designate an alternate member of the Board, each of whom must also be an Officer of the Party's corporation and who shall be authorized to vote or otherwise act only in the absence of the regular member.

Upon the signing of this Agreement, and unless and until a different representative is selected by each Party hereto, the regular and alternate members of the Board shall be as follows:

Representing Wong:

Regular Member: Clifford S.M. Wong, P.E., Chairman and Principal-in-Charge

Alternate Member: Ronald S.W. Wong, P.E.

Representing CFWright:

Regular Member: Curtis Wright, P.E.

Alternate Member: Kerry Wright

Representing Avila:

Regular Member: Ernesto A. Avila, P.E.

Alternate Member: Cathy Avila, P.E.

SIXTH: BOARD OF CONTROL AUTHORITY

The Board shall have complete responsibility and authority for the conduct and management of the Joint Venture. It shall formulate and determine the policies of the Joint Venture; approve consultants and subconsultants, approve consulting and subcontract agreements; approve budgets and schedules prepared by the Project Manager; determine the allocation of SERVICES among the Parties,

and among consultants and subconsultants; and decide all other matters necessary to the management of Joint Venture affairs.

Each member of the Board shall have one (1) vote, and the votes of the members shall be weighted in proportion to the Party's interest as indicated in Article Ninth. All members, or respective alternates, must be present at Board meetings and decisions shall be made only by votes in accordance to the weighted portion of the regular members (or their alternates, if applicable).

In the event of death, resignation, or disability of an individual serving as the representative of each Party on the Board, such Party's alternate member shall serve on the Board until the Party selects a successor, duly qualified as aforesaid.

In the event a dispute arises within the Board when an alternate member is representing any Party, the matter in dispute shall be referred to the regular members of the Board for resolution. If the regular members are unable to reach agreement, the matter shall be dealt with according to the provisions of Article TWENTY-NINTH.

Each of the Parties may at any time replace any or all representatives designated by it by a written notice served upon the other Party as provided in Article EIGHTH.

Each of the Parties authorizes its representative on the Board to act on behalf of such Party in the making of all decisions, within the terms of this Agreement.

Neither the Contract nor any revision or amendment thereto shall be entered into by the Chairman of the Board on behalf of the Joint Venture or as designated by the Chairman of the Board.

The Board shall appoint key personnel and subordinates as may be required. Each of the aforesaid personnel shall be subject to removal from his or her position by the Board. In the event of any such removal, the Board shall appoint a competent and qualified successor with the same corporate affiliation as the person removed.

SEVENTH: BOARD OF CONTROL MEETINGS

The Board shall meet as needed in San Francisco, California and at such other reasonable times, frequency, or location as the Parties may request. Any member of the Board may call a special meeting of the Board upon not fewer than three (3) days notice by letter or e-mail. Such special meetings may be conducted telephonically due to geographic considerations. Any member of the Board may waive notice of any such meeting by signing a written consent to any actions taken by the Board at such meeting. Any scheduled meeting of the Board may be cancelled by mutual consent of the Parties. Meetings of the Board shall be recorded in minutes of such meetings which shall be provided to the representatives of the Parties.

EIGHTH: ATTENTION OF THE PARTIES

Each Party shall contribute such time and attention as may be necessary to prosecute and carry out the business of the Joint Venture, and to perform the SERVICES required by the Contract, in an

SEVENTEENTH: INDIRECT COST ALLOCATION

To the extent that the Joint Venture is not reimbursed under the Contract, the Joint Venture shall be reimbursed by the Parties, for the indirect costs of providing and maintaining the Joint Venture. Such costs may include office space rental, utilities, furnishings, office equipment, telephone system, taxes, legal fees, and any other necessary indirect costs, which may not be reimbursable in whole or in part under the Contract. Each Party shall share in these indirect costs in the proportions set forth in Article NINTH and shall pay to the Joint Venture monthly its share of such costs as invoiced by the Joint Venture to each Party.

EIGHTEENTH: BILLINGS AND RECEIPTS

The Parties agree that all monies and fees paid or to be paid by the Client pursuant to the Contract shall be paid directly to the Joint Venture, unless otherwise directed in writing signed by regular members of the Board.

Invoices for SERVICES performed and costs incurred by each Party shall be rendered to the Joint Venture at least monthly. Joint Venture invoices for SERVICES performed shall be submitted to the Client by the Joint Venture only and not separately by any Party.

NINETEENTH: JOINT VENTURE ACCOUNTING

Adequate books of account shall be maintained by Wong for the Joint Venture and such books of account may be examined by any Party at all reasonable times. Reports of the financial condition of the Joint Venture and the progress of the SERVICES being performed by each Party, and by the Joint Venture as a whole, shall be made monthly to the Board.

Records of the Joint Venture which are required pursuant to law to be kept beyond the duration of this Agreement shall be retained at such place or places as determined by the Board, and the cost thereof shall be shared by the Parties in proportion to their respective interests as described in Article NINTH.

TWENTIETH: PROPRIETARY DATA

Subject to applicable requirements of the Contract, (i) information relating to the Joint Venture or to the Contract which is gathered or exchanged by the Parties during the term of this Agreement shall be maintained in confidence and shall not be utilized except for the purposes of the Joint Venture and the exercise of rights, obligations, duties, and privileges as set forth herein; and (ii) such information will not be disclosed to any third parties or to a Party's own personnel except as there is a good faith need to know; provided, however, that neither Party shall be liable for any utilization or disclosure if the information:

- (a) Is in the public domain (other than by a Party's breach of its duty of confidentiality hereunder) prior to use or disclosure;

- (b) Is used or disclosed with the consent of any Party or as permitted by or necessary to carry out other provisions of this Agreement;
- (c) Is used or disclosed inadvertently despite the exercise of a reasonable degree of care; or
- (d) Is used or disclosed after three (3) years from the date of receipt.

During the term of this Agreement, it may be necessary for the Parties to provide to one another certain information considered to be private or proprietary (hereafter called Proprietary Information). Neither Party shall, without the other Party's prior written consent, disclose, provide, or make available any of the Proprietary Information of the other Party in any form to any person, except to bona fide employees, officers, directors or consultants of such Party whose access is necessary to the Project and who are similarly bound to hold the Proprietary Information in confidence. Proprietary Information as used in this Agreement includes, without limitation, all information disclosed at any time before, after or at the time of execution of this Agreement between the Parties and relating to their respective businesses, customers, products, services, patents, software, copyrights and/or other intellectual property rights, methods, marketing and sales plans, financial status, strategies and the like and any other confidential information or trade secrets which have been or will be disclosed among the Parties.

All such Proprietary Information shall be in writing or other tangible form and clearly marked with a "Confidential" or "Proprietary" legend. Proprietary Information conveyed orally shall be designated as Proprietary or Confidential at the time of such oral conveyance and shall be reduced to writing within ten (10) calendar days. All source code of any software or work product provided by any Party shall be deemed to be Confidential or Proprietary Information.

Neither Party will have an obligation to protect any portion of the other Party's Proprietary Information which:

- (e) Is in the public domain (other than by a Party's breach of its duty of confidentiality hereunder) prior to use or disclosure;
- (f) Is released by the Disclosing Party in writing or as necessary to carry out the provisions of this Agreement;
- (g) Is lawfully obtained by the Receiving Party from any source other than the Disclosing Party;
- (h) Is previously known to the Receiving Party without an obligation to keep it confidential; and
- (i) Is required to be disclosed to any government agency or court of competent jurisdiction by written order, subpoena or decree, provided that the Disclosing Party is provided advance written notice thereof, and has the opportunity to obtain an appropriate protective order or otherwise challenge such disclosure.

The Receiving Party will only make copies of the Proprietary Information received from the Disclosing Party as are necessary for its use on the Project, and each such copy will be marked with the same proprietary notices as appear on the originals. The Receiving Party agrees to use the Proprietary

efficient and satisfactory manner and in proper time. It is the intent of the Parties that the assignment of qualified personnel to perform the work as set forth in Article FIFTEENTH shall approximate the respective interests of the Parties as set forth in Article NINTH.

It is the intent of the Joint Venture to perform as much of the SERVICES as practical in the Client's designated offices located throughout the San Francisco Bay Area, and to subcontract certain SERVICES, as generally set forth in the Contract.

Each Party shall submit to the Project Manager a list of its staff members to be assigned to the Project. The list shall contain a brief description of the qualifications for each name on the list and state to what part of the SERVICES they will be assigned.

Written notice among the Parties to this Joint venture shall be deemed to have been duly served if delivered in person or by registered or certified mail to each Party's regular or alternate representative.

Staffing of the Joint Venture is the joint responsibility of the Parties. The employees of each Party assigned to the Joint Venture shall remain the employees solely of that Party, and they shall not be employees of the Joint Venture, nor shall any new employee be hired in the name of the Joint Venture.

NINTH: INTERESTS OF THE PARTIES

The interests of the Parties in, to, and under the Contract and the performance thereof, and in and to any intellectual property except as indicated in Articles TWENTIETH, realty, personal property, capital, fixed assets, and equipment, if any, acquired by the Joint Venture in connection with the SERVICES to be performed under the Contract, in and to all monies received, profits realized, and losses incurred in the performance of the Contract, and in the contribution of human resources to the performance of the SERVICES shall be those percentages set forth opposite their respective names, as follows, except as hereinafter defined:

Wong:	70%
CFWright:	15%
Avila:	15%

The net profits and the net losses of the Joint Venture resulting from the performance of the Contract, of from any source, matter, or thing, whether arising from or connected with the Contract or otherwise, shall be divided among the Parties in accordance with the above percentages.

The above percentages shall be calculated after the distribution of work to subconsultants, including Small and/or Micro-LBE subconsultants. The Parties agree to a subcontracting goal as identified in the Joint Venture's Proposal, Form 4: CMD Joint Venture Form. This form identifies the percentage goals for each of the Joint Venture's subconsultants.

Following notice-to-proceed, the Joint Venture shall develop a cost-loaded staffing plan that distributes the work according to Joint Venture interests and the subconsultant goals. The Joint

Venture interests and subcontracting goals will be monitored on a monthly basis, and the actual participation shall be reported to the Joint Venture Board by the Joint Venture accountant.

In the event that the actual contributions of human resources by the Parties vary from the proportions set forth above by more than five (5) percentage points, the division of net profits or net losses shall be subject to review and reconsideration by the Parties. For purposes of measuring such contributions of effort, the index shall be the respective cost of the sum of wages and salaries of eligible personnel, and the related overhead allowance of each of the Parties under the Contract. Every six (6) months, the Board shall endeavor to immediately correct imbalances on the prospective cumulative basis so that the Participation Percentages at the completion of the Contract reflect the percentages indicated above.

In addition, the Joint Venture shall pay to Wong in accordance with the Parties' percentage interests the costs directly associated with maintenance of the Joint Venture books of account, as required by Article NINETEENTH, including wages and salaries of accounting personnel, and related direct expenses, and an allowance for fringe benefits. Included in allowable direct expenses is the cost of an outside service for the auditing of Joint Venture books of account. Such costs shall be approved by the Board prior to commencement of the associated work.

TENTH: WORKING CAPITAL CONTRIBUTION

The Parties shall initially provide to the Joint Venture the total sum of Ten Thousand Dollars (\$10,000) toward the working capital of the Joint Venture, divided in proportion to the percentage interests of the Parties as set forth in Article NINTH. The Parties shall contribute such additional capital as the Board may from time to time determine, also in proportion to the percentage interests of the Parties as set forth in Article NINTH. Contributions to working capital shall be made within five (5) days of the request by the Board. Working capital will be returned to the respective Parties based upon the determination of the Board.

ELEVENTH: BANK ACCOUNTS

The Joint Venture shall use the Merrill Lynch Division of the Bank of America as depository, and all monies contributed as working capital by the Parties, as well as other monies, or instruments for the payment of money, received on behalf of the Joint Venture pursuant to the Contract or from any other source, shall be deposited in such bank account or accounts, and shall be subject to withdrawal by check only. For all checks, only the signature of the Chairman of the Board shall be required. In the Chairman's absence, the Project Manager is authorized to sign checks.

TWELFTH: BORROWING OF MONEY

The Joint Venture shall not borrow money except upon the prior consent of each Party. No Party shall borrow money in the name of or for the Joint Venture, or pledge the credit of the Joint Venture, or sign any note or other instrument for the payment of Joint Venture funds, except upon the prior written consent of the other Party. No Party shall incur any debt, obligation, or liability on the

behalf of the Joint Venture (other than for direct salary and other reimbursable costs as defined in the Contract) except upon written prior consent of each Party.

THIRTEENTH: PROJECT MANAGER

The Project Manager shall report to and be responsible to the Board. The Project Manager shall have personal direction and charge, at all times, of the SERVICES to be performed under the Contract and will be responsible for the management, administration, and coordination of the SERVICES being provided to the Client and shall direct the activities of all personnel of both Parties while such personnel are assigned to the Joint Venture. The Project Manager shall manage the preparation of all deliverables under the Contract, shall maintain contact with the Client, and shall, at all reasonable times, be available for meetings with the Board whenever it meets. The Project Manager shall be responsible for the assignment of the SERVICES, and related schedules and budgets, to the staffs of the Parties hereto in accordance with Article EIGHTH within the staffing plan adopted by the Board. The Project Manager shall be the contact person to act on behalf of the Joint Venture.

All of the aforesaid duties, responsibilities, and acts of the Project Manager shall be subject to the direction and control of the Board, and shall be carried out in accordance with the policies, directions, limitations, and restrictions prescribed by the Board.

FOURTEENTH: NOT USED

FIFTEENTH: STAFFING OF AND DIVISION OF SERVICES

It is understood that the Contract requires the Joint Venture at all times to assign to the performance of said Contract a sufficient number of competent project managers, engineers, architects, office engineers, inspectors, schedulers, estimators, construction specialists, administrative assistants, and other personnel for the satisfactory performance of the Contract, and to utilize, for the performance of the Contract, all necessary personnel and facilities of the Parties.

It is the intent of each of the Parties to furnish a share of the personnel required for the performance of the Contract in proportion to the percentage interests of the Parties as set forth in Article NINTH. It is agreed that such share of competent professional and/or technical personnel is generally defined as the personnel required by the scope and schedule of the SERVICES of the Contract divided among the Parties.

It is proposed to subcontract certain portions of the SERVICES included in the Contract. All such subcontracting shall be determined by the Board and as set forth in Article NINTH.

The Project Manager shall issue a semi-annual report to the Board which will contain the percentage of SERVICES completed to date; the names of the personnel assigned to the Project; the hours they have worked in that time period; the total accumulated hours to date; and the total budgeted for the phase and task that is being reported. Any forecasted deviations from the established work distribution goals will be addressed through a revised and updated staffing plan.

SIXTEENTH: COMPENSATION

In the furnishing of personnel by each of the Parties for the performance of the SERVICES, each Party shall be considered as if it were an independent subcontractor to the Joint Venture. For the SERVICES of its personnel, each Party shall be reimbursed by the Joint Venture for the following costs:

- (a) All wages and salaries actually paid to personnel approved for reimbursement under the terms of the Contract;
- (b) All direct expenses of each Party which shall include monies expended in connection with the SERVICES and reimbursable under the terms of the Contract; and
- (c) Overhead allowance, including fringe benefits of each Party, which shall be equal to the then-current basis of billings established from time-to-time under the terms of the Contract.

In the event of disallowance by the Client of any invoiced costs submitted by either Party, the applicable invoice shall thereupon be reduced, and the amount paid or to be paid appropriately adjusted to reflect such disallowance. Similarly, should payments made by the Client to the Joint Venture require later adjustment upward or downward as a result of audit, such adjustments shall be passed on to the respective Party or Parties whose past billings are the subject of such adjustment.

In addition, when either Party expends monies beyond those included hereinabove for the benefit of the Joint Venture and with the prior approval of the Board, such sums shall also be billed to the Joint Venture at cost, as hereinafter defined:

- (a) Costs paid or incurred under the established policies of Wong, CFWRight or Avila which are excessive of the limits for eligibility for reimbursement under the Contract subject to the prior approval of the Board;
- (b) Costs paid or incurred by each Party in direct support of the Joint Venture including the wages and salaries and fringe benefits of personnel not eligible for reimbursement under the Contract, while such personnel are assigned to the Joint Venture subject to the prior approval of the Board;
- (c) Costs paid or incurred by Wong directly associated with maintenance of the Joint Venture books of account as set forth in Article NINTH; and
- (d) Other costs paid or incurred by each Party following the prior approval of the Board. When costs are paid or incurred by each Party for the benefit of the Joint Venture and such costs are not eligible for reimbursement under the Contract, these costs shall be invoiced to the Joint Venture and shall remain on the books of the Joint Venture and be included in any accounting of net profits or net losses, except as provided in Article SEVENTEENTH.

All preliminary, travel, out-of-pocket, and other expenses related to this Joint Venture incurred by any Party up to and including the date of this Agreement or the date of execution of the Contract, whichever is later, shall be borne by the Party incurring such expenses.

Information solely in performing work on the Project pursuant to the terms of this Agreement and for no other customer or purpose.

TWENTY-FIRST: NOT USED

TWENTY-SECOND: PUBLICITY

No Party shall release any publicity or other public statements concerning this Agreement, the Joint Venture formed hereunder, the Contract, or the Project, without obtaining the prior consent of the other Party, which consent will not be unreasonably withheld.

TWENTY-THIRD: CONFLICT OF INTEREST

Each Party represents and warrants to the other that (i) no public official of any jurisdiction or governmental body, department, agency, or commission shall be admitted to any share or part of any contract made by the Joint Venture, or to any benefit that may arise there from, but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit, and (ii) no person or selling agency has been employed or retained to solicit or secure any contract on behalf of the Joint Venture upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by a Party for the purpose of securing business.

TWENTY-FOURTH: VIOLATION OF AGREEMENT

If any Party should materially violate any provisions of this Agreement, then the other Party may terminate this Joint Venture in the manner subject to the conditions hereinafter set forth. Said other or complaining Party shall first give the violating Party a written notice of the provisions alleged to have been violated, and thereupon the violating Party shall either defend or correct the violation within fifteen (15) days after receipt of said notice, or shall give to the complaining Party a written denial of such alleged violation within fifteen (15) days after receipt of such notice; and if the violating Party shall fail either to correct the violation complained of or to send such written denial of the violation within the time specified above, then the complaining Party may, within fifteen (15) days after the time to defend or correct the violation or to send such written denial has expired, subject the matter to mediation pursuant to Article TWENTY-NINTH herein. Likewise, if the violating Party shall send the complaining Party a written denial of the alleged violation as hereinabove provided, then the complaining Party may within fifteen (15) days after receipt of such written denial, submit the matter to mediation pursuant to Article TWENTY-NINTH herein.

Whenever the complaining Party shall elect to terminate the Joint Venture pursuant to any provision of this Article, such Party shall simultaneously with sending its written notice of intention to terminate to the violating Party also send a written request to the Client for its approval of such termination on the date as stated in the notice of termination sent to the violating Party.

Upon the termination of the Joint Venture pursuant to any provision of this Article, the Parties shall have the rights and benefits and shall be subject to the liabilities set forth in Article TWENTY-EIGHTH of this Agreement.

The termination of the Joint Venture by reason of a violation of this Agreement shall not be the sole remedy of the complaining Party, but shall be in addition to any other remedy to which such complaining Party may be entitled under law.

Notwithstanding the above, the project manager shall see that the SERVICES under the Contract are continued without interruption pending the resolution of the issues of material violation.

TWENTY-FIFTH: DISSOLUTION OR BANKRUPTCY OF A PARTY

In the event of bankruptcy, dissolution, or insolvency of any of the Parties, the Joint Venture shall immediately upon the occurrence thereof cease and terminate. Thereafter, the successor, receiver, trustee, or other legal representative (hereinafter called "Representative") of the affected Party shall cease to have any interest in and to the Joint Venture or the assets thereof. In any case, the remaining Parties shall have the right to continue the affairs of the Joint Venture and, in that connection, to carry out and complete the performance of the Contract. Upon such completion or sooner termination of the Contract, and receipt of payment of all amounts due under the Contract, the remaining Parties shall account to the affected Party, or to its Representative, and the affected Party or its Representative shall then be entitled to receive from the remaining Parties an amount equal to the sums advanced by or for the account of the affected Party, less the affected Party's proportionate share of the losses and plus the affected Party's proportionate share of any profits resulting from the performance of the Contract to the date of such termination of the Joint Venture; provided that, if the amount of the affected Party's proportionate share of the losses exceeds the sum advanced by or for the account of the affected Party, the amount of such excess shall be paid by the affected Party or its Representative to the remaining Parties, and provided further that, the profit or loss computed as of the time of such termination shall be in the same proportion to the whole profit or loss resulting from the performance of the Contract as the amount of SERVICES performed there under at such time bears to all of the SERVICES which are to be performed there under. The books of the Joint Venture shall be conclusive in establishing whether a profit has been realized or a loss sustained, the amount thereof, and the proportionate amount of the SERVICES performed as of any given time or date.

In any case of default, the defaulting Party shall immediately, subject to the concurrence of the Client, turn over to the remaining Parties all plans, drawings, studies, and other documents relating to the Contract which it has on hand or subject to its control, whether prepared by the affected Party for its own use, or by others, so as to permit the remaining Parties to use these documents to continue the Contract.

TWENTY-SIXTH: JOINT VENTURE TENURE

This Agreement extends only to the performance of the Contract with the Client, including any amendments thereto, and upon completion thereof the Joint Venture shall cease and terminate. In the event negotiations related to the Contract terminate without reasonable probability of resumption or the Contract fails to be approved by the Client and such Contract is therefore never entered into, the Joint Venture shall cease and terminate.

TWENTY-SEVENTH: INSURANCE AND INDEMNITY

The Parties agree to maintain, each in its own name and at its own expense, insurance coverage including operations under the Contract, in amounts to be set by the Board, but not less than the requirements set forth in the Contract. Subconsultants will be required to provide insurance covering their Project operations as determined by the Board, but not less than the requirements set forth in the Contract.

Notwithstanding the provisions of the Agreement, Article THIRD:

- (a) Wong agrees, at its own expense, to discharge and satisfy and to indemnify, defend, and hold harmless the Joint Venture, CFWRight, and Avila from and against any liability, cost, or expense arising solely out of or resulting solely from any negligent act, error or omission by Wong or by any person employed by Wong in the performance of the SERVICES;
- (b) CFWRight agrees, at its own expense, to discharge and satisfy and to indemnify, defend, and hold harmless the Joint Venture, Wong, and Avila from and against any liability, cost, or expense arising solely out of or resulting solely from any negligent act, error or omission by CFWRight or by any person employed by CFWRight in the performance of the SERVICES;
- (c) Avila agrees, at its own expense, to discharge and satisfy and to indemnify, defend, and hold harmless the Joint Venture, Wong, and CFWRight from and against any liability, cost, or expense arising solely out of or resulting solely from any negligent act, error or omission by Avila or by any person employed by Avila in the performance of the SERVICES; and
- (d) In the event any liability, cost, or expense arises out of any negligent act, error or omission not covered under (a), (b) or (c) above, then the Parties' respective shares in such liability, cost, or expense shall be shared in accordance with their respective percentage interest as set forth in Article NINTH.

TWENTY-EIGHTH: TERMINATION

In the event that the Joint Venture shall be terminated by mutual consent of the Parties, or by reason of the cancellation or other termination of the Contract by the Client pursuant to the provisions of the Contract, or in the event of the termination of the Joint Venture for any reason whatsoever other than those specified in Article TWENTY-FIFTH, then the Parties, or their legal representatives, shall cause an accurate inventory and accounting to be prepared and the assets, income, debts, expenses, receipts and disbursements, and liabilities of the Joint Venture to be ascertained. Such inventory and accounting shall be prepared by the firm of accountants then employed by the Joint Venture and if there be no such firm of accountants so employed, then by such accountants as the Parties may select. The net profit or net loss of the Joint Venture to the date of its termination shall then be determined. If there be a net loss in the performance of the Contract, then each of the Parties shall pay to the Joint Venture such Party's proportionate share of such loss in accordance with its percentage interest as set forth in Article NINTH. If there be a net profit from the performance of the Contract, such profit shall, after all debts and liabilities of the Joint Venture are paid, be distributed and paid over to the Parties in

proportion to their respective percentage interests as set forth in Article NINTH. Thereafter the Parties shall adjust and settle all accounts between them connected with the Joint Venture. If after all accounts between the Parties are settled, all debts and liabilities of the Joint Venture are paid in full, and there remains any assets, such remaining assets will be paid over and distributed to the Parties in proportion to their percentage interests, as set forth in Article NINTH.

TWENTY-NINTH: DISPUTES

If any disagreement arises between the Parties with respect to the conduct of the Joint Venture or of its termination or dissolution, or with respect to any other matter, cause, or thing whatsoever not herein otherwise provided for has not been resolved within thirty (30) days of the initial date of the dispute, the Parties shall attempt in good faith effort to resolve the controversy or claim through mediation. If the dispute has not been resolved by the mediation procedure within sixty (60) days of commencing mediation, any Party may initiate litigation or the Parties may mutually agree to submit to arbitration.

THIRTIETH: AMENDMENT OF AGREEMENT

This Agreement may be modified or amended by mutual agreement, in writing, of the Parties. There are no agreements or terms among the Parties related to performance of the Contract other than those stipulated or contained herein.

THIRTY-FIRST: TRANSFER OF INTEREST

None of the Parties hereto shall sell, assign, transfer, mortgage, pledge or in any manner encumber its interest in the Joint Venture or in the Contract or any other contract belonging to the Joint Venture or in any of the proceeds from said Contract or other contract, without first obtaining the prior written consent of the other Party.

THIRTY-SECOND: BINDING AGREEMENT

This Agreement shall inure to the benefit of, and be binding upon, the successors in interest, trustees, legal representatives, and permitted assigns of the Parties hereto, but shall not inure to the benefit of any other third party.

THIRTY-THIRD: APPLICABLE LAW

This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, each of the Parties has executed this Joint Venture Agreement by signature of their duly authorized officer the day and year first above written.

PGH WONG ENGINEERING, INC.:


Signature

Clifford S.M. Wong, P.E.
Printed or Typed Name

President
Title

CFWRIGHT CONSULTING, LLC:


Signature

Curtis F. Wright, P.E.
Printed or Typed Name

CEO
Title

**AVILA & ASSOCIATES CONSULTING
ENGINEERS, INC.:**


Signature

Ernesto A. Avila, P.E.
Printed or Typed Name

Vice-President
Title

SFO Routing Slip

SFO



Time Sensitive

Please Return by

2/20/2018

Subject

CONTRACT CERTIFICATION

Contract #10072.41 Project Management Support Services for the Courtyard 3 Connector Project

Origination

Date 2/2/2018

Division Planning Design and Construction

Dept./Sec. Project Management

No.	Name	Action	Initial	Date
1	CMU - Victor M. Madrigal Jr.	Review & Initial	<i>VMadrigal</i>	2/2/18
2	CAU	Review & Initial	<i>AK</i>	2/14/18
3	Legal - Heather Wolnick	Signature	<i>Hwy</i>	2/15/18
4	Jean Caramatti	Signature	<i>JC</i>	2/16/18
5	Airport Director - Ivar C. Satero	Signature	<i>IS</i>	2/16/18
6	CAU	Review & Initial	<i>CE</i>	2/22/18
7	CMU - Victor M. Madrigal Jr.	Information		
8	Accounting	Review & Initial		
9	CMU - Victor M. Madrigal Jr.	Information		

Comments

CT 10072.41 - Project Management Support Services for the Courtyard 3 Connector Project with PGH Wong & Partners JV. Funding source is Capital.

Return to

Name	Victor M. Madrigal Jr.	Ext.	650-821-5324
Email	victor.madrigal@flysfo.com		