CITY AND COUNTY OF SAN FRANCISCO

CONTRACT ORDER

CONTRACT WITH:

PGH WONG & PARTNERS JV

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

Original

Modification - Increase

- Decrease

Admin

	Department: 27 Airport Commission		Controller No.: 0000159674 & 0000320412
	Department Contact: KRIS OPBROEK		Tel. No: (650) 821-5316
	PS Contract No. 1000009229		Date: 10/18/2019 Page 1 of 1
*	Category Code 95877	Supplier No. 0000029434	Job No. CT 10072.41
	Period Covered: 3/13/2018 – 3/12/2020		Amount: $0

FOR THE PURPOSE OF: MODIFICATION 3 FOR CT10072.41 - PROGRAM MANAGEMENT SUPPORT SERVICES (PMSS) FOR THE COURTYARD 3 CONNECTOR PROJECT

TO PROVIDE OVARALL MANAGEMENT EXPERTISE AND OVERSIGHT OF THE COURTYARD 3 CONNECTOR PROJECT FOR A TOTAL NOT TO EXCEED AMOUNT OF $8,250,000.00. MODFICATION NO. 3 IS TO ADMINISTRATIVELY MODIFY THE AGREEMENT ON TERMS AND CONDITIONS.

PSC 47501-16/17 APPROVED AMOUNT: $280,000,000
PSC FORM 2 (7/1/2017 - 06/30/2019) : $8,250,000

PREVIOUS ENCUMBRANCE:	$ 2,882,900.00	(0000159674)
PREVIOUS ENCUMBRANCE	2,086,100.00	(0000320412)
THIS ENCUMBRANCE:	**0**	
TOTAL ENCUMBRANCE:	$ 4,969,000.00	

CONTRACT PERIOD: 03/18/2018-03/12/2020
CONTRACT AWARD: $3,250,000.00 FOR FIRST YEAR PER COMMISSION RESOLUTION NO. 17-0321. $8,250,000.00 FOR SERVICES THROUGHT MARCH 12, 2020 PER COMMISSION RESOLUTION NO. 19-0030.

Insurance Required	PGH Wong	CFWright	Avila & Ass.
Worker's Comp.	09/01/2020	07/01/2020	03/09/2020
Comp. Gen. Liab.	12/18/2019	07/01/2020	02/20/2020
Automobile	09/30/2019	07/01/2020	04/20/2020
Umbrella	12/18/2019	07/01/2020	02/20/2020
Professional Liab.	12/15/2019	07/01/2020	02/20/2020

Mail Invoice to:
Kris Opbroek – Planning, Design & Construction

San Francisco Airport Commission
P.O. Box 8097
San Francisco, CA 94128

RECOMMENDED AND APPROVED

IVAR C. SATERO Airport Director	Chief Administrative Officer, Board of Supervisor	Materials, Supplies & Services Purchaser Real Property Leases & Rents Director of Property	Certification Date: OCT 18 2019
By:			

Ln.	Document	Amount	Account	Fund	Dept	Authority	Project	Activity
					109722	19698	10004227	0033

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

Modification No. 3

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

THIS MODIFICATION (this "Modification") is made as of August 1, 2019, in San Francisco, California, by and between: **PGH Wong & Partners JV** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission, hereinafter referred to as "**Commission**."

RECITALS

A. City and Contractor have entered into the Agreement (as defined below); and

B. 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

C. On September 1, 2018, City and Contractor administratively modified the Agreement to update the Contractor's overhead rates through Modification No. 1; and

D. On February 19, 2019, by Resolution No. 19-0030, the Commission approved Modification No. 2 to increase the contract amount and to extend the term of the Agreement; and

E. City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to amend Appendix B – Calculation of Charges, to update the direct labor rate ranges; and

F. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 47501-16/17 on August 7, 2017; and

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

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

Agreement. The term "Agreement" shall mean the Agreement dated December 19, 2017 between Contractor and City, as amended by the:

Modification No. 1, dated September 1, 2018, and
Modification No. 2, dated February 19, 2019.

2. Article 1. Definitions, 1.10 Other Terms is now added to the Agreement as follows:

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

3. **Appendix B, Calculation of Charges** of the Agreement is hereby amended as follows:

a. **Subparagraph 3.1.3,** is hereby deleted in its entirety and replaced with the following:

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:

	Direct Labor Rate Range	
Position/Classification	**Low**	**High**
Administrative Assistant - FSH	$21	$41.60
Airfield and Aircraft Systems Manager	$70	$97.76
Airline Coordinator/Resident Engineer	$66	$92.56
Assistant Resident Engineer	$54	$78.00
Baggage Handling Manager	$70	$97.76
Concessions Coordinator	$66	$92.56
Constructability Reviewer	$66	$92.56
Construction Manager	$79	$109.20
Cost Control/Lead Office Engineer	$54	$78.00
Cost Estimator	$59	$84.24
Deputy Design Manager - SEP Coordinator	$56	$80.08
Design Manager	$74	$102.96
Document Control Manager	$43	$64.48
Environmental Technical Support	$61	$87.36
Field Engineer	$40	$60.32
Geotechnical Technical Support	$61	$87.36
Intern	$21	$37.44
Lab / Material Testing Technician	$39	$59.28
MEP Manager	$70	$97.76
Office Engineer	$54	$78.00
Project Controls Engineer	$54	$78.00
Project Controls Manager	$74	$102.96
Project Manager	$84	$115.44
QA Inspector	$50	$71.76
QA/QC/Code Compliance/Safety Manager	$50	$86.32
Resident Engineer	$70	$97.76
Scheduler	$56	$83.20
Senior Cost Estimator	$74	$102.96
Senior Inspector	$63	$89.44
Senior Scheduler	$79	$109.20
SEP Manager	$70	$97.76
Signage and Phasing Coordinator	$66	$93.60
Special Inspector	$50	$89.44
Special Inspector (OSHPD)	$63	$89.44
Special Systems Manager	$84	$115.44
Special Systems Support	$59	$84.24
Sustainability Manager	$66	$92.56
Tenant Space Coordinator	$50	$72.80
TSA OTA Technical Review	$59	$84.24

4. **Section 4.5 Assignment** is hereby deleted in its entirety and replaced with a new **Section 4.5 Assignment** as follows:

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing the Contractor's obligations under this Agreement and any other documents or obligations to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City or providing the Services required by the Agreement; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

5. Section 5.1 **Insurance** is hereby amended as follows:

Subparagraph 5.1.9 is added as follows:

5.1.9 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

6. Section 5.3 **Indemnification For Design Professionals** is hereby amended to the Agreement. Section 5.3 Indemnification for Design Professionals is as follows:

Section 5.3 **Indemnification For Design Professionals** To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

5.3.1 **Limitations.** No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

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

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

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

CITY AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO By: _____ Ivar C. Satero, Airport Director Approved as to Form: Dennis J. Herrera City Attorney By _____ Daniel A. Edington Deputy City Attorney	_____ Authorized Signature Clifford S. M. Wong President PGH Wong Engineering, Inc. 182 2nd Street, Suite 500 San Francisco, California 94105 (415) 566-0800 _____ Authorized Signature Curtis Wright President CFWright Consulting, LLC 1108- A Bryant Street San Francisco, CA 94103 (619) 288-5400 _____ Authorized Signature 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