File	No.	120906

Committee Item	No.	2	
Board Item No.		12	

## **COMMITTEE/BOARD OF SUPERVISORS**

AGENDA PACKET CONTENTS LIST

Committee:	Budget and Finance Committee	Date 10/10/2012
Board of Su	pervisors Meeting	Date Octor 16, 200
Cmte Boar	rd	
	Motion Resolution Ordinance Legislative Digest Budget and Legislative Analyst Legislative Analyst Report Youth Commission Report Introduction Form (for hearings Department/Agency Cover Lette MOU Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Form 126 – Ethics Commission Award Letter Application Public Correspondence	)
OTHER	(Use back side if additional spa	ce is needed)
	by: Victor Young	Date October 5, 2012  Date /o////

[Approval of Amendment to the Construction Management Services Agreement for the

Laguna Honda Hospital Replacement Program

Openor 6 222

FILE NO.

Supervisor Elsbernd BOARD OF SUPERVISORS

Resolution authorizing the Director of Public Works to execute an amendment to the construction management services agreement with Cooper Pugeda Management, Inc. for the Laguna Honda Hospital Replacement Program from \$16,694,421 to \$16,805,733.

WHEREAS, The Director of Public Works has entered into an agreement dated May 31, 2002 with Turner Construction Company/Cooper Pugeda Management, Inc., A Joint Venture to provide Professional Construction Management Services for the Laguna Honda Hospital Replacement Program; and

WHEREAS, The Director of Public Works approved an Assignment and Assumption Agreement dated May 9, 2003 severing the joint venture and assigning the terms and conditions of the Agreement solely to Cooper Pugeda Management, Inc.; and

WHEREAS, on May 17, 2011 the Board of Supervisors adopted Resolution 202-11 authorizing an increase in the contract amount in the agreement with Cooper Pugeda Management, Inc., resulting in a contract in an amount not to exceed \$16,694,421; and

WHEREAS, The parties have agreed to increase the scope of work that would be performed by Cooper Pugeda Management, Inc. under the agreement and to increase the contract sum by \$111,312; and

WHEREAS, Section 9.118(b) of the Charter requires that all agreements having a term in excess of ten years, or requiring expenditures in excess of ten million dollars, or amendments to said agreements in excess of \$500,000 be approved by the Board of Supervisors; now, therefore, be it

Page 1 10/11/2012

RESOLVED, That the Board of Supervisors does hereby authorize the Director of Public Works to enter into amendments to the May 9, 2003 agreement with Cooper Pugeda Management, Inc., resulting in a contract amount not to exceed \$16,805,733.

APPROVED AS TO FORM: Dennis J. Herrera, City Attorney

Ronald P. Flynn, Deputy City Attorney

RECOMMENDED BY:
DEPARTMENT OF PUBLIC WORKS

Mohammed Nuru, Director of Public Works

Supervisor Elsbernd
BOARD OF SUPERVISORS

Item 2 File 12-0906 Department:

Department of Public Works (DPW) Department of Public Health (DPH)

(Continued from October 3, 2012)

#### **EXECUTIVE SUMMARY**

### **Legislative Objectives**

• The proposed resolution would authorize the Director of Public Works to execute Modification No. 16 to the Construction Management Services Agreement with Cooper Pugeda Management, Inc. (CPM) for the Laguna Honda Hospital (LHH) Replacement Program, to increase the Agreement by \$608,969 from a not-to-exceed \$16,196,764 to a not-to-exceed \$16,805,733.

#### **Key Points**

On June 15, 2011, DPW executed Modification No. 15 to the Construction Management Services Agreement with CPM to increase the Agreement by \$497,657 from a not-to-exceed \$16,196,764 to a not-to-exceed \$16,694,421, which was not subject to Board of Supervisors approval because the Agreement was increased by less than \$500,000. Since the latest authorized Agreement amount is a not-to-exceed \$16,694,421 and since the new requested not-to-exceed amount is \$16,805,733, the proposed resolution should therefore be amended to authorize the Director of Public Works to execute Modification No. 16 to the Construction Management Services Agreement with CPM to increase the Agreement by \$111,312 from \$16,694,421 to a not-to-exceed \$16,805,733, an increase of \$111,312.

### **Fiscal Impact**

Based on a competitive Request for Proposal (RFP) process, the initial Construction Management Services Agreement between DPW and CPM was awarded in the not-to-exceed \$601,000. If the proposed Modification No. 16 authorizing a new not-to-exceed Agreement amount of \$16,805,733 is approved, the total amount of the Agreement would increase by \$111,312 from \$16,694,421 to a not-to-exceed \$16,805,733. Mr. John Thomas of DPW advises that the original Agreement amount of \$601,000 has significantly increased because the Agreement was intended to be initiated in stages, in which the Agreement would be modified annually based on the work plan for the particular year involved.

## Policy Consideration

• DPW requested Board of Supervisors approval of Modification No. 10 to cover DPW-authorized Modification No.'s 10, 11, 12 to the subject Agreement, which should have each been subject to separate Board of Supervisors approval. In addition, Modification No. 13, which DPW authorized, should have been subject to Board of Supervisors approval.

#### Recommendations

- Amend the proposed resolution to reflect that the subject Modification No. 16 would result in an increase of \$111,312 (instead of an increase of \$608,969) from a not-to-exceed amount of \$16,694,421 (instead of \$16,196,764) to a not-to-exceed amount of \$16,805,733.
- Approve the proposed resolution, as amended.

BUDGET AND LEGISLATIVE ANALYST

### MANDATE STATEMENT/BACKGROUND

Section 9.118(b) of the City's Charter requires that all agreements in excess of \$10,000,000 or amendments to said agreements in excess of \$500,000 be subject to approval by the Board of Supervisors.

#### **Background**

The Laguna Honda Hospital (LHH) Replacement Program comprises demolition, construction, and renovation of LHH, including (a) the construction of four new buildings: South, Link, East, and West, and (b) renovations to existing facilities.

As shown in Table 1 below, the total estimated LHH Replacement Program budget is \$584,946,602.

Table 1: Laguna Honda Hospital Replacement Program Budget

	Budgeted Expenditures
Professional Services	
Design Agreement	\$50,800,000
Construction Management	20,716,795 <sup>1</sup>
Permits and Fees	7,995,831
DPW Program Management	7,956,227
Special Inspection and Testing	6,360,579
Surveys, Reproduction, Activation	2,515,295
DPW Architecture	2,428,642
Hazardous Materials	1,734,813
Environmental Impact Report	289,503
Subtotal	\$100,797,685
Construction	
Construction	\$484,148,917
Subtotal	\$484,148,917
Total	\$584,946,602

Table 2 below summarizes the sources of funding for the \$584,946,602 LHH Replacement Program.

<sup>&</sup>lt;sup>1</sup> Budgeted expenditures for Construction Management include \$14,596,548 or 70.5 percent in agreements with private contractors and \$6,120,247 or 29.5 percent in City employee staff time.

Table 2: Sources of Funding for LHH Replacement Program

General Obligations Bonds*	\$296,083,671
Interest Earned from General Obligation Bonds	26,771,514
Tobacco Settlement Revenues**	133,554,943
Interest Earned from Tobacco Settlement Revenues	7,437,788
Certificates of Participation	120,000,000
Grants***	1,098,686
Total	\$584,946,602

<sup>\*-</sup>General Obligation Bonds approved by the San Francisco voters on November 2, 1999.

Following a competitive Request for Proposal (RFP) process in May of 2001, the De partment of Public Works (DPW) awarded a Construction Management Services Agreement to Cooper Pugeda Management, Inc. (CPM)<sup>2</sup> to provide construction management services throughout the planning, design, bid, construction and post-construction phases of the LHH Replacement Program.

According to Mr. John Thomas, DPW Program Manager for the LHH Replacement Program, the LHH Replacement Program commenced construction in the fall of 2002. Mr. Thomas advises that due to unanticipated significant structural repairs, the estimated completion of the LHH Replacement Program has been delayed from the previously estimated completion date of late 2013 to early 2014.

The initial Construction Management Services Agreement between DPW and CPM was for a not-to-exceed amount of \$601,000. Since the original Construction Management Services Agreement for \$601,000 was approved in 2001, there have been 15 modifications to the Agreement. Only two of the previous 15 modifications to the Agreement were subject to Board of Supervisors approval (Modification No.10, Re solution No.357 -08, and Modification No. 14, Resolution No. 202-11). The Budget and Legislative Analyst notes that the first 9 modifications to the Agreement were not subject to Board of Supervisors approval because the Agreement did not exceed \$10,000,000.

<sup>\*\*-</sup>Tobacco Settlement Revenues are funds received under a 1998 Master Settlement Agreement between the Attorney General of the State of California and various manufacturers of tobacco products, which is administered by the State of California.

<sup>\*\*\*—</sup>Grants are from the US Health Resources and Service Administration (HRSA) and the US Department of Housing and Urban Development (HUD).

<sup>&</sup>lt;sup>2</sup> The original Construction Management Services Agreement awarded by DPW in May, 2002 was with Turner Construction Company/Cooper Pugeda Management, Inc. a joint venture. However, the joint venture was severed in May, 2003 to enable Turner Construction Company to compete in the selection of another project. The DPW approved an Assignment and Assumption Agreement dated May 9, 2003 severing the joint venture and assigning the terms and conditions of the Agreement solely to Cooper Pugeda Management, Inc.

The Budget and Legislative Analyst notes that Modification No. 10 (Resolution No. 357-08), which was approved by the Board of Supervisors on August 8, 2008, authorized DPW to increase the Construction Management Services Agreement by \$4,789,098 from a not-to-exceed \$9,995,383 to a not-to-exceed \$14,784,481. Because Modification No. 10 resulted in the Agreement exceeding \$10,000,000, Board of Supervisors approval was required for Modification No. 10.

However, rather than increasing the Agreement to \$14,784,481 with a single modification, as previously approved by the Board of Supervisors in Resolution No. 357-08, DPW instead executed Modification No. 10 in August of 2008 to increase the Construction Management Services Agreement with CPM by only \$670,810 from a not-to-exceed \$9,995,383 to a not-to-exceed \$10,666,193. Subsequently, DPW executed two additional modifications (Modifications No. 11 and No. 12), which were not subject to Board of Supervisors approval, as follows:

- Modification No. 11, executed on December 23, 2008, increased the Agreement by \$2,838,534 from a not-to-exceed \$10,666,193 to a not-to-exceed \$13,504,727.
- Modification No. 12, executed on December 11, 2009, increased the Agreement by \$1,298,710, from a not-to-exceed \$13,504,727 to a not-to-exceed \$14,803,437. The Budget and Legislative Analyst notes that the new not-to-exceed amount of \$14,803,437 was \$18,956 greater than the not-to-exceed amount of \$14,784,481 previously approved by the Board of Supervisors on August 8, 2008 (Resolution No. 357-08).

Mr. Thomas advises that DPW considered the authorization by the Board of Supervisors in August 2008 under Resolution No. 357-08, which increased the Agreement to a not-to-exceed \$14,784,481, to cover the three modifications to the actual Construction Management Services Agreement with CPM, which were made separately in August 2008, December 2008, and December 2009, respectively, to a not-to-exceed \$14,803,437, because DPW's approach to the Agreement had been, and remained, to modify the Agreement annually based on the work plan for the particular year involved.

Modification No. 13, executed by DPW on July 21, 2010, subsequently increased the Agreement by \$499,992, from a not-to-exceed \$14,803,437 to a not-to-exceed \$15,303,429. Although the new not-to-exceed 15,303,429 was \$518,948 greater than the last Board of Supervisors-approved not-to-exceed \$14,784,481, DPW did not request Board of Supervisors approval, apparently because the \$499,992 specific increase in Modification No. 13 was less than \$500,000. However, Modification No. 13 should have been subject to Board of Supervisors approval because the new not-to-exceed \$15,303,429 was more (\$518,948) than \$500,000 over the last not-to-exceed \$14,784,481 previously approved by the Board of Supervisors.

The Budget and Legislative Analyst notes that on May 17, 2011 the Board of Supervisors approved a resolution (Resolution No. 202-11) authorizing DPW to execute Modification No. 14, which increased the Construction Management Services Agreement with CPM by an additional \$893,335 from a not-to-exceed \$15,303,429 to a not-to-exceed \$16,196,764.

#### DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize the Director of Public Works to execute Modification No. 16 to the Construction Management Services Agreement with Cooper Pugeda Management, Inc. (CPM) for the LHH Replacement Program, to increase the Construction Management Services Agreement by \$608,969, from a not-to-exceed \$16,196,764 to a not-to-exceed \$16,805,733.

Mr. Thomas advises that the proposed increase of \$608,969 to the Construction Management Services Agreement would fund continued construction management services, including (a) independent construction cost estimates, (b) construction scheduling support, (c) general administrative support, and (d) Office of Statewide Health Planning and Development (OSHPD) inspections related to the remodel of the existing LHH building.

However, Mr. Thomas advises that on June 15, 2011, DPW executed Modification No. 15 to the Construction Management Services Agreement with CPM to increase the Agreement by \$497,657 from a not-to-exceed \$16,196,764 to a not-to-exceed \$16,694,421. Modification No. 15, which increased the Agreement by \$497,657 from a not-to-exceed \$16,196,764 to a not-to-exceed \$16,694,421, was not subject to Board of Supervisors approval because the Agreement was increased by less than \$500,000.

Since the latest authorized Agreement amount is a not-to-exceed \$16,694,421 and since the new requested not-to-exceed amount is \$16,805,733 the proposed resolution should be amended to authorize the Director of Public Works to execute Modification No. 16 to the Construction Management Services Agreement with CPM for the LHH Replacement Program, from a not-to-exceed \$16,694,421 to a not-to-exceed \$16,805,733, an increase of \$111,312. The proposed Modification No. 16, which would increase the Agreement by \$111,312, is subject to Board of Supervisors approval because it would increase the Agreement to a not-to-exceed \$16,805,733, which is \$608,969 greater than the last not-to-exceed amount of \$16,196,764 previously approved by the Board of Supervisors on May 17, 2011 (Resolution No. 202-11).

#### FISCAL IMPACTS

The proposed Modification No. 16 for an increase of \$111,312 would increase the existing Construction Management Services Agreement from a not-to-exceed \$16,694,421 to a not-to-exceed \$16,805,733. The proposed \$111,312 increase would be funded through a reallocation of existing LHH Replacement Program funds previously appropriated by the Board of Supervisors. Mr. Thomas advises that the total LHH Replacement Program cost is not anticipated to exceed the budgeted \$584,946,602 as shown in Table 1 above.

Mr. Thomas advises that the proposed increase of \$111,312 under Modification No. 16, combined with the increase of \$497,657 from Modification No. 15, which totals \$608,969, would fund approximately three full-time equivalent CPM employees through the first quarter of calendar year 2013. As noted above, the initial Construction Management Services Agreement between DPW and CPM was for a not-to-exceed amount of \$601,000. If the proposed Modification No. 16 for \$111,312 is approved, the total Construction Management Services Agreement would increase to a not-to-exceed amount of \$16,805,733. However, Mr.

BUDGET AND LEGISLATIVE ANALYST

Thomas notes that the original Agreement amount of \$601,000 has significantly increased because the Agreement was intended to be initiated in stages, in which the Agreement was modified annually based on the work plan for the particular year involved.

#### **POLICY CONSIDERATIONS**

## The proposed amendment is the result of direct negotiations with CPM rather than through a competitive process.

As with previous amendments, DPW is requesting a \$111,312 increase in the existing agreement rather than undergoing a new competitive Request for Proposal (RFP) process for construction management services. Mr. Thomas advises that this professional service agreement provides construction management support for the LHH Replacement Program, which is a multi-year, multi-phased program. According to Mr. Thomas, an RFP was originally issued to select the most qualified contractor to support the LHH Program over its duration. The current Cooper Pugeda Management staff-members assigned to the LHH Replacement Program are familiar with the program and are an integral component of the project team.

The Budget and Legislative Analyst concurs with the negotiation process utilized by DPW.

## Clarification is needed on Board of Supervisors approval of increases to agreements exceeding \$10,000,000.

As discussed above, six modifications (Modification No.'s 10-15) have been made to the LHH Replacement Program Construction Management Services Agreement since the Agreement exceeded \$10,000,000.

Resolution No. 357-08, which was previously approved by the Board of Supervisors on August 8, 2008, authorized an increase to the Construction Management Services Agreement with CPM from a not-to-exceed \$9,995,383 to a not-to-exceed \$14,784,781, an increase of \$4,789,098.

However, Modification No. 10 to the Construction Management Services Agreement actually executed by DPW on August 22, 2008 increased the not-to-exceed amount by only \$670,810. Modification No. 11, executed by DPW on December 23, 2008, subsequently increased the not-to-exceed amount by \$2,838,534 from \$10,666,193 to \$13,504,727, and Modification No. 12, executed by DPW on December 11, 2009 subsequently increased the not-to-exceed amount by \$1,298,710 from \$13,504,727 to \$14,803,437.

According to Mr. Jon Givner, Deputy City Attorney, the not-to-exceed agreement amount included in resolutions previously approved by the Board of Supervisors should be consistent with actual agreements executed by City departments. In addition, Mr. Givner advises that for agreements in excess of \$10,000,000, although individual amendments that are less than \$500,000 are not subject to Board of Supervisors approval, if the collective amendments are greater than \$500,000, then the amendment that exceeds the \$500,000 threshold is subject to Board of Supervisors approval. Therefore, DPW should have requested approval for Modification No.'s 10, 11 and 12 by the Board of Supervisors separately.

In addition, Modification No. 13, which increased the Agreement by \$499,992 from a not-to-exceed \$14,803,437 to a not-to-exceed \$15,303,429, should have been subject to Board of Supervisors approval because although the increase was for \$499,992, the new not-to-exceed \$15,303,429 was \$518,948 greater than the latest not-to-exceed amount of \$14,784,481 previously approved by the Board of Supervisors.

### **RECOMMENDATIONS**

- 1. Amend the proposed resolution to reflect that the subject Modification No. 16 would result in an increase of \$111,312 (instead of an increase of \$608,969) from a not-to-exceed amount of \$16,694,421 (instead of \$16,196,764) to a not-to-exceed amount of \$16,805,733.
- 2. Approve the proposed resolution, as amended.

## MODIFICATION NO. 16 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547 Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco Department of Public Works Contract Administration 875 Stevenson Street, Room 420 San Francisco, CA 94103-0935

#### MODIFICATION NO. 16 TO THE AGREEMENT

Between the City and County of San Francisco and

#### COOPER PUGEDA MANAGEMENT, INC.

The City and County of San Francisco and Cooper Pugeda Management, Inc. have entered into an Agreement dated July 31, 2002. This Modification to the Agreement ("Modification No. 16") dated May 11, 2012 in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

#### RECITALS

WHEREAS, the parties intend to increase the compensation to be paid to CM by \$111,312;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges for revised Work Plan 2012;

Now, THEREFORE, the parties agree as follows:

A. Modify the Contract by amending Section 5 – "Compensation," as follows:

#### FROM:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed sixteen million six hundred ninety-four thousand four hundred and twenty-one (\$16,694,421) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein."

#### TO:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed sixteen million eight hundred five thousand and seven hundred thirty-three (\$16,805,733) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein."

CPM

#### though fully set forth herein."

- B. Modify the Contract by replacing Appendix A Services to be Provided by CM in its entirety to reflect the scope of work for Work Plan 2012 attached hereto as Attachment 1.
- C. Appendix B Calculation of Charges replacing the 2012 Work Plan dated 06/10/11 with revised 2012 Work Plan dated 4/26/12.
- D. In all other respects, the provisions of the Agreement dated July 31, 2002 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 16 to the Agreement on the day first mentioned above.

CITY		CONTRACTOR
Signature for Department		Authorized Signature
John Thomas		
Printed Name		
		Ismael Pugeda, President
Ammoved as to Form		Printed Name and Title
Approved as to Form:	N.	
Dennis J. Herrera		
City Attorney		Cooper Pugeda Management, Inc.
	-	Company Name
Dv		
Ron Flynn		
Deputy City Attorney		65 McCoppin Street
	-	Address
Approved:		
•	,	San Francisco, CA 94103
Edgar A. Lopez, AIA		City, State, ZIP
Bureau Manager	•	City, 5, 2
Department of Public Works		
		(415) 542 (515
A		(415) 543-6515 Phone Number
Approved:		Filone Number
Fuad S. Sweiss, PE, PLS	_	94-3227941
City Engineer and		
Deputy Director for Engineering		Federal Employer ID Number
Approved:		•
Mohammed Nuru	,	
Director of Public Works		
	-	
Approved:		
Nagari Vally		
Naomi Kelly City Administrator		
City Administrator		
Attachments:		
Attachment 1 – Appendix A – Services to be Pr		
Attachment 2 – Appendix B – Calculation of C	harges for V	Work Plan 2012 dated April 30, 2012
Attachment 3 – HRC form 10		
Modification No. 16 (04/30/2012)	Page 3 of 3	CPM CPM

### Attachment 1 Appendix A – Services to be Provided by CM

## Attachment 1 Appendix A – "Services to be Provided by CM"

#### Cooper Pugeda Management ENAT04000001 Modification No. 16

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

- 1. Prepare independent estimates.
- 2. Document Change Order Entitlement and Reasonableness where directed.
- 3. Provide assistance to change order tracking, project control system maintenance
- 4. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
- 5. Work with the IOR Staff to prepare close-out and documentation binders.
- 6. Attend OSHPD review meetings and follow-up with outstanding items.
- 7. Provide OSHPD Certified Inspectors of Record when directed
- 8. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.
- 9. Coordinate communications between IOR and LHH Operations.
- 10. Facilitate the communication between the IOR staff, contractors, Turner (Construction Manager's) and LHH Operations.
- 11. Ensure Testing Lab documentation is current and complete.
- 12. Review Invoicing from Construction Manager and Special Inspection Firms as requested by City.
- 13. Manage document flow, filing and other administrative duties as directed by City
- 14. Provide administrative support to the City.
- 15. Maintain the program's database for tracking cost controls.
- 16. Assist the Project Manager as directed.
- 17. Seismic Bracing Coordinator to assist Turner in the coordination, installation and troubleshooting of seismic bracing connections as directed by the City.
- 18. Document Control Engineer to perform document control duties to render a complete set of OSHPD and Project documents and assist in the posting of the RFI's and Bulletins to the various plan sets.
- 19. Force Account Coordinator to assist Turner in the tracking and of force account elements in the field as directed by the City.
- 20. Low Voltage / Security System Coordinator to assist Turner in the coordination, installation, and troubleshooting of the security system and various low voltage systems as directed by the City.
- 21. Electrical Systems Coordinator to assist Turner in the coordination, installation, and troubleshooting of the various electrical components for the project as directed by the City.
- 22. Mechanical, Distribution, and Plumbing coordinator to assist Turner in the coordination, installation, and troubleshooting of the mechanical and plumbing systems as directed by the City.
- 23. Exterior and Interior Framing and window wall coordinator to assist Turner in the coordination, installation of the interior framing and exterior window wall systems as directed by the City.

### Attachment 2 Appendix B – Calculation of Charges

The Part	Firm	Work Plan 2001	Total Modified Contract	Work Plan 2002	Total Modified Contract	Work Plan 2003	Total Modified Contract	Scope Reduction (2003)	Total	Work Plan 2004	Total Modified Contract	Modification Amount	Total Modifie Contract
March   Marc	Furner Total						1	(2003) (281,964)	946,176		l		946,176
A   A   A   A   A   A   A   A   A   A		36,763	36,763	276,860	313,624	397,651	711,274	(110,528)	600,746	609,961	1,210,707	507,106	1,717,813
March   Marc	•						659.348	(39.564)	619.784	336,940	956,724	349,233	1,305,957
Selection Controlling (Pring)								1			1 .		188,593
Variable Constitution   Constituti	the state of the s	1	· ·		1 .	-					i		
## Commentation  ## Com	CM West Total	· •	0	55,469	55,469	145,862	201,331	(75,684)	125,647	35,200	160,847	18,165	180,012
A. Controlled	Andromeda Consulting Group										.	_ '	
1.00	JKL Construction	. 0	0	. 0		0	0	°	G	ľ	. "	"	. 0
1.00		8.460	8 460	0	8.460	0	8.460	592	9.052		9,052	٥	9,052
1885   1886	MCS	0,100	0,100	0	0	0	0	1,200	1,200		1,200		1,200 21,130
1.00	ASR 2 - Testing & Inspection/8400A (AME)			15,595	15,595	0	15,595	0	15,595		15,595		15,595
Add 25 - Treating & Extremination (Author) Add 25 - Appear Control				. 0			°	. "	12,000		12,000	910	910
ASSC - Autor Committed Surgest Committed   3,000   3,000   0   3	ASR 2C - Testing & Inspection/8400A (AME)	ļ	}	0	اها	. 0	0	6,790	6,790		6,790		1,106 1,460
Author   Company   Compa	ASR 5 - Jacques Consulting		ĺ					(60)	3,000				3,000 13,798
Add 9 - Virtue To Engingerry Virtual Basis)  Add 9 - Virtue To Engingery Virtual Basis    Add 10 - Virtue To Engingery Virtual Basis    Add 10 - Virtue To Engingery Virtual Basis    Add 10 - Virtue To Engineery Virtual Basis    Add 11 - Virtue To Engineery Virtue Basis    Add 12 - Virtue To Engineery Virtue Basis    Add 12 - Virtue To Engineery Virtue Basis    Add 12 - Virtue To Engineery Virtue Basis    Add 11 - Virtue B	ASR 7 - Air Montoring Equipment	ł		6,260	6,260	- 0	6,260	680	6,940		6,940	0	6,940 6,000
AGE SEL VINEATION (Program Vineal Bittor)  AGE SEL VINEATION (Progra	ASR 8 - CM-at-Risk Consulting Svcs. (Western Construction Consultants) ASR 9 - Virtual Tour (Regency Virtual Studio)	ì		_		15,000	15,000	25,000	15,000	·	15,000	0	15,000
ASS CS - VINITIATION (Program Vinitian Range)  ASS CS - VINITIATION (Vinitian Range)  ASS CS - VINITIATION	ASR 9A - Virtual Tour (Regercy Virtual Studio) ASR 9B - Virtual Tour (Recercy Virtual Studio)			0	. 0				25,000 14,279		14,279	0	25,000 14,279
April 1 - Transporter Savery (State In It. Rose Accounts, Inc.)   Co.   0   0   0   0   0   0   0   0   0	ASR 9C - Virtual Tour (Regercy Virtual Studio)			0									2,400 195,150
ASS 114. Proteining Feedings (Protein Confley)  ASS 115. Ling Feedings (Protein Confley)  ASS 215. Ling Feedings (	ASR 11 - Topographic Survey (Martin M. Ron Associates, Inc.)			ő		8,575		1,425				(1,425)	8,576 1,500
Add 11 - France Several & Performing Serfater (Frame Geldrey)  Add 12 - France Several & Performing Serfater (Frame Geldrey)  Add 12 - France Several & Performing Serfater (Frame Geldrey)  Add 12 - France Several & Performing Serfater (Frame Geldrey)  Add 12 - France (Serfater (Serfater))  Add 12 - France (Serfater)  Add 12 - France (Serfater)  Add 13 - France (Serfater)  Add 14 - France (Serfater)  Add 14 - France (Serfater)  Add 15 - France (Se	ASR 13A - Partnering Facilitator (Anne Godfrey)										75	0	7
ASS 154—146-97 From Advances  0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	ASR 13B - Team Retreat & Partnering Facilitator (Anne Godfrey)										]	1,000	2,250 1,000
ARRY T. F. Staffyr Studiens (Comp. Grossation)  ARRY T. S. Lage (Comm. Comp. C	ASR 15A - LHHRP Team Alowance			n	ا،	· n			4,800			0	1,000 4,800
AGR 11 - ER Respected Documental Anterioration (Article)  AGR 12 - Control (Beaching Descriptions)  AGR 12 - Control (Beaching Printing Special Control (Article)  AGR 12 - Control (Beaching Printing Special Control (Article)  AGR 12 - Control (Beaching Printing Special Control (Article)  AGR 12 - Control (Beaching Printing Special Control (Article)  AGR 12 - Control (Beaching Printing Special Control (Article)  AGR 12 - Control (Beaching Printing Special Control (Article)  AGR 12 - Control (Beaching Printing Special Control (Article)  AGR 12 - Article)  AGR	ASR 17 - Fire Safety Solutions (Greg Granados)			Ö	0	0	0,	5,600	11,600		11,600		10,611 3,643
Add 26 CP - El Edisphered y Sex., Elimentary   Sex.	ASR 19 - EIR Required Documentation/Survey (ARG)			0	"			24,750	24,750		24,750	0	24,750 3,100
ASS 22A - Colonial Branching Parking (Freet Hill Christian Chareta) ASS 22A - Colonial Christian Chareta) ASS 22 - Alborospeki 15A (Seet Boy) ASS 22A - Seet Seet Seet Seet Seet Seet Seet Se		1							2,436	`	2,436	0	2,436
ASS C2 Maching-British (All fast brits Computer)  ASS C3 Maching-British (All fast brits Computer)  ASS C3 Maching-British (All fast brits)  ASS C3 Maching-British (All fast british (All fast britis	ASR 22 - Ground Breaking Photographer (Thomas John Gibbons)		'	0	0	0	0	0	. 927		927		927
ASST 23 - Brothers (Control & Control	ASR 23 - Mock-up/8415A (Marathon Computer)	ļ					i			}			288 471
ASIR 23 - Programs Sterope Supplies ASIR 23 - Programs Date Steep Supplies ASIR 24 - Programs Date Steep Supplies ASIR 24 - Programs Date Steep Supplies ASIR 25 - Programs Da	ASR 23B - Mock-up/8415A (Best Buy)										. 0	569	569 3,869
ASR 26.4. Programs Entrop Supplement & Maritamurac (Indi Calin, CFM) ASR 26.4. Archizestogical Monitoring (Polema & Assec) ASR 27. Archizestogical Monitoring (Polema & Assec) ASR 27. Archizestogical Monitoring (Polema & Assec) ASR 28.4. Archizestogical Control Monitorin	ASR 24 - Program Cost Controls; DB/Hardware/Software ASR 25 - Program's Storage Supplies										0	193	193
ASR 27 - Remoted First Alarm Deliciph Storic (Stiments) ASR 28 - Architectical Melitificity (Followark Assoc)  ASR-30 - Dischage Associated Melitificity (Followark Assoc) ASR-30 - Dischage Associated Melitificity (Followark Associated Associa	ASR 25A - Program's Storage Supplies	İ											423 146,172
ASR-20 - Pro-Clayer  ASR-30 - District Pro-Street  ASR-30 -	ASR 27 - Remodel Fire Alarm Design Svcs. (Siemens)	-			Į į								16,880 12,000
ARR-3 - Dibib Daler (Phase 1) ARR-3 - Dibib Daler (Phase 2) ARR-3 - Nother Energy ARR-3 - Dibib Daler (Phase 2) ARR-3 - Nother Energy ARR-3 - Constitution Testing Bervies, Inc. ARR-3 - Nother Energy ARR-3 - Nother Energy ARR-3 - Nother Energy ARR-3 - Constitution Testing Bervies, Inc. ARR-3 - Nother Energy ARR-4 - Constitution Testing Bervies, Inc. ARR-4 - Nother Energy ARR-4 - Constitution Testing Bervies, Inc. ARR-4 - Nother Energy AR	ASR-29 - Signs Direct				[ [						"	12,000	12,000
ASR-33 - Diable blother famined Work ASR-34 - Diable blother famined Work ASR-35 - Flat Glasge Company ASR-35 - Flat Glasge Company ASR-35 - Flat Glasge Company ASR-36 - Plate Glasge Company ASR-36 - Plate Glasge Company ASR-36 - Diamond Fares Ca. Inc. ASR-37 - Hast Blast Available Care ASR-38 - Flat Glasge Company ASR-36 - Diamond Fares Ca. Inc. ASR-37 - Diamondo Fares													
ASR-24 - Diable Baller Remedial Work ASR-25 - Nother Resyrgeny ASR-25 - Nother Services ASR-25 - Nother Services ASR-25 - Diable Baller ASR-26 - Diable Baller A	ASR-32 - Diablo Boiler (Phase 2)								·				
ASR-35 - Flate State A Walding Co. Inc.  ASR-37 - Hast State A Walding Co. Inc.  ASR-37 - Hast State A Walding Co. Inc.  ASR-38 - Native Energy  ASR-36 - District Grant Co. Inc.  ASR-36 - Dabb Boller  ASR-40 - District Grant Co. Inc.  ASR-40 -	ASR-34 - Diablo Boiler Remedial Work	-				١.			·				
ARR-39 - Dubb Brilder ARR-30 - Dubb Brilder	ASR-36 - Fluid Gauge Company												
ASR-40 - Duthor Energy  ASR-41 - Norther Energy  ASR-42 - Constitution Testing Services, inc.  ASR-43 - Constitution Testing Services, inc.  ASR-44 - Control	ASR-38 - Vital Therm										1		
ASR-41 - Norther Energy ASR-42 - Construction Testing Services, inc. ASR-42 - Construction Testing Services, inc. ASR-42 - Construction Testing Services, inc. ASR-43 - Construction Testing Services, inc. ASR-44 - Control Autornation Testing Services, inc. ASR-45 - Control Autornation Testing Services, inc. ASR-45 - Control Autornation Testing Services, inc. ASR-46 - Control Autornation Testing Services, inc. ASR-46 - Control Autornation Testing Services, inc. ASR-47 - Middle Modular - Request for Monthly Trales of Leave ASR-48 - Control Autornation Testing Services and S						!		, i	. ;				
ASR-42 - Construction Testing Services, Inc. ASR-43 - Eate Prographics (CM-Attibus Reports) ASR-44 - Contribute Outstand Testing Services (CM-Attibus Contributed	ASR-41 - Norther Energy											1	
ASR-44 - Control on Automation Distributors ASR-46 - Diable Distins - Adendment to the Cardial dated 20/17 Installing a Pump Trap ASR-47 - Mobile Modular - Request for Monthly Trailer Lesse ASR-48 - Estating Manuats ASR-49 - Request for the Service at Legional Fonds Jobshie ASR-49 - Request for the Service at Legional Fonds Jobshie ASR-48 - Estating Manuats ASR-49 - Request for the Service at Legional Fonds Jobshie ASR-49 - Request for the Service at Legional Fonds Jobshie ASR-49 - Request for the Service at Legional Fonds Jobshie ASR-49 - Request for the Service at Legional Fonds Jobshie ASR-49 - Request for the Service at Legional Fonds Jobshie ASR-49 - Request for the Service at Legional Fonds Jobshie ASR-49 - Request for the Service at Legional Fonds Jobshie ASR-49 - Request for the Service at Legional Fonds Jobshie ASR-49 - Request for Service (Service) Administration of Association of America Estimating ASR-51 - Request Control of Association of America Estimating ASR-52 - Request Control of Association of America Estimating ASR-63 - Request for taske Services Received (12/10/108) ASR-64 - Applied Materials and Engineering Inc. ASR-63 - Request for taske Services Remarked (12/10/108) - 12/10/108) ASR-64 - Applied Materials and Engineering Inc. ASR-65 - Trade Services (12/10) - 12/10/108	ASR-42 - Construction Testing Services, Inc.												
ASR-47 - Micile Modular - Request for Monthly Trailer Leave ASR-48 - Esting Manuals ASR-48 - Requising Manuals ASR-48 - Requising Manuals ASR-48 - Requising Manuals ASR-48 - Requising Manuals ASR-48 - Starting Hearing 30° Foor Examing Manuals HandlingH Wing ASR-48 - Manual Trailing ASR-48 - Starting Manuals ASR-48 - Manual Trailing ASR-48 - Starting Manuals ASR-48 - Manuals HandlingH Wing HASR-48 - Requisite for traile Services Renewal ((2010) 40 - 1201/109) - ASR-48 - Applied Materials and Engineering Inc. ASR-48 - Asr-48 - Manual Materials and Engineering Inc. ASR-48	ASR-44 - Controlco Automation Dristributors												
ASR-46 - Estimating Manuals ASR-46 - Requise for fie Service at Lagura Honds Jobsite ASR-50 MCAA Labor Marual Waintenance Fee ASR-50 Trades Services - Software-Published Services ASR-50 Trades Trades Services (Software-Published Services) ASR-50 Trades Trades Trades (Software-Published Services) ASR-50 Trades Trades (Softwa	ASR-46 - Dablo Boilers - Addendum to the Quote dated 02/17 Installing a Pump Trap ASR-47 - Mobile Modular - Request for Monthly Trailer Lease								i				
ASR-50 MCAA Labor Marual Maintenance Fee ASR-51 Simens Fire Safety ASR-52 Mechanical Traser Flexifical Trade Book ASR-53 Flashlights ASR-53 Flashlights ASR-53 Flashlights ASR-53 Flashlights ASR-55 Trade Services - Software/Published Services ASR-56 Trades Services - Software/Published Services ASR-56 Trade Services - Software/Published Services	ASR-48 - Estimating Manuals										ł		
ASR-52 Fixed Enterviews ASR-54 Fixed Services - Software/Published Services - ASR-55 Trade Services - Software/Published Services - Software/Pub	ASR-50 MCAA Labor Manual Maintenance Fee											1	
ASR-56 Plashlights ASR-56 Trades Services - Software/Published Services ASR-56 Trades Services - Software/Published Services ASR-57 Trade Services - Software/Published Services ASR-58 Trade Services - Software/Published Services ASR-59 Trade Services - Software/Published Services ASR-50 - Move Consultant Interview ASR-69 - Software/Software Interviews ASR-69 - Move Consultant Interviews ASR-69 - Move Consultant Interviews ASR-69 - Trade Services and MCAA Subscriptions ASR-69 - Trade Services and MCAA Subscriptions ASR-70 - Contractor Services (Trade) ASR-70 - Contra	ASR-52 Mechanical Traser Electrical Trade Book		}										
ASR-55 Trades Services - Software/Fublished Services ASR-55 Mechanical Contractors - Association of Arrerize Estimating ASR-55 Mechanical Contractors - Association of Arrerize Intending ASR-57 Group Mobile Computers ASR-58 Material Testing 3rd Floor Framing/Materials Handling/H Wing ASR-58 Trades Services - Software/Fublished Services ASR-58 Material Testing 3rd Floor Framing/Materials Handling/H Wing ASR-69 - Aspects - Association of Armérica, Inc. ASR-69 - Request for trade Services Renewal (12/01/08 - 12/01/09) ASR-64 - Applied Materials and Engineering Inc. ASR-69 - Request for trade Services Renewal (12/01/08 - 12/01/09) ASR-65 - Existing Building Remotel - Investigation Roof Stab ASR-69 - Request for trade Services (March/April) ASR-69 - Aspect Modular - Traiter Removal 05/25/09 ASR-65 - Existing Building Remotel - Investigation Roof Stab ASR-69 - Applied Materials and Engineering Inc. ASR-69 - Applied Materials and Engine	ASR-54 Flashlights												ļ
ASR-58 Trade Services - Software/Fullshed Services ASR-58 Material Testing 3rd Floor Framing/Materials Handling/H Wing ASR-58 Trade Services - Software/Ass-68 Trade Services - Software/Ass-69 Material Testing Wing H ASR-69 - Applied Materials and Engineering Inc. ASR-69 - ASR-69 - Existing Building Remodel - Investigation Roof Slab ASR-69 - Testing Building Remodel - Investigation Roof Slab ASR-69 - Testing Building Remodel - Investigation Roof Slab ASR-69 - Asplied Engineering Inc.	ASR-55 Trades Services - Software/Published Services	]	'									1	l
ASR-59 Material Testing 3rd Floor Framing/Materials Handling/H Wing ASR-51 - Mechanical Contractors Association of America, Inc. ASR-61 - Mechanical Contractors Association of America, Inc. ASR-62 - Concrete Strength Testing Wing H ASR-63 - Respect for taste Services Renewal (12/01/08 - 12/01/09) ASR-64 - Applied Materials and Engineering Inc. ASR-63 - Respect Michael Modular - Trials Removal 05/28/09 ASR-65 - Existing Building Remodel - Investigation Roof Slab ASR-63 - Respect Michael Modular - Trials Removal 05/28/09 ASR-65 - Existing Building Remodel - Investigation Roof Slab ASR-63 - Trade Services and MCAA Subscriptions ASR-63 - Trade Services and MCAA Subscriptions ASR-76 - Contractor Services (March/Agrii) ASR-77 - RS Means Cost Data Book ASR-78 - Contractor Services for Stephanie Clarke-Frich ASR-73 - Contractor Services for Stephanie Clarke-Frich ASR-73 - Contractor Services for Stephanie Clarke-Frich ASR-74 - Contractor Services for Stephanie Clarke-Frich ASR-75 - Audit Turner Construction Contract Additional Services for David Gibbs ASR-75 - Audit Turner Construction Contract Additional Services Total  Fund temporary positions under allowance  Mark Evans (CPM) Jim Klee (CPM) J	ASR-57 Group Mobile Computers												
ASR-52 - Concrete Strength Testing Wing H ASR-63 - Regueste for trade Services Renewal (1/20/108 - 12/01/09) ASR-64 - Applied Materials and Engineering Inc. ASR-63 - Regueste Removal 06/26/09 ASR-65 - Existing Bullding Remodel - Investigation Roof Slab ASR-63 - Regueste Removal 06/26/09 ASR-65 - Existing Bullding Remodel - Investigation Roof Slab ASR-67 - Dordrectors Services and MCAA Subscriptions ASR-67 - Contractors Services (March'April) ASR-77 - Contractors Services (or Stephanie Clarke-Frich ASR-72 - Contractor Services for Stephanie Clarke-Frich ASR-73 - Contractor Services for Stephanie Clarke-Frich ASR-74 - April Turner Construction Contract Additional Services Total Additional Services Total By Asr - April 12 - April	ASR-59 Material Testing 3rd Floor Framing/Materials Handling/H Wing									ļ.			
ASR-64-Applied Materials and Engineering Inc. ASR-65- Existing Building Remoral 96726/09 ASR-67- Assert Production Services (MarchAgni) ASR-67- Assert Production Services (MarchAgni) ASR-67- Assert Production Services for Stephanie Clarke-Frich ASR-73- Contractor Services for Stephanie Clarke-Frich ASR-73- Assirt Turner Construction Contract Additional Services Total Additional Services Total Ba,460 B,460 B,475 B,585 B,587 B,588 B	ASR-62 - Concrete Strength Testing Wing H	ľ						·					
ASR-65- Mobile Modular - Trailer Removal 06/26/09 ASR-65- Xiloris Bullding Removal 06/26/09 ASR-65- Xiloris Bullding Removal 06/26/09 ASR-67- Move Consultant Interviews ASR-68- Xiloris Bullding Removal 06/26/09 ASR-67- Move Consultant Interviews ASR-68- Xiloris Bullding Removal 06/26/09 ASR-67- Contractor Services (March/April) ASR-76- Contractor Services (March/April) ASR-76- Contractor Services for Stephanie Clarke-Frich ASR-78- Contractor Servi	ASR-64- Applied Materials and Engineering Inc.	1.									-	1	
ASR-69 - Move Consultant Interviews ASR-69 - Move Consultant Interviews ASR-69 - Move Consultant Interviews ASR-69 - Tydor Technologies Corp Repair Tablets ASR-69 - Tydor Technologies Corp Repair Tablets ASR-69 - Tydor Technologies Corp Repair Tablets ASR-70 - Contractor Services (March/April) ASR-71 - RS Means Cost Data Book ASR-72 - Contractor Services for Stephanie Clarke-Frich ASR-73 - Contractor Services for Stephanie Clarke-Frich ASR-74 - Contractor Services for Stephanie Clarke-Frich ASR-74 - Contractor Services for Stephanie Clarke-Frich ASR-75 - Audit Turner Construction Contract Additional Services Total  8,460 8,460 63,030 71,490 186,475 257,965 159,339 411,900 0 411,975 177,674 55 Fund temporary positions under allowance Mark Evans (CPN) Jim Klee (CM West) Total Reduction from Allowance  125,267 125,267 36,567 161,834 (86,475) 75,359 188,532 269,219 150,000 419,219 (53,508) 36 Allowance  10TAL  601,000 601,000 1,141,793 1,742,793 1,477,232 3,220,024 (57,884) 3,162,065 1,132,101 4,294,240 1,061,736 5,35	ASR-65- Mobile Modular - Trailer Removal 06/26/09										1	l	
ASR-89 - Trade Services and MCAA Subscriptions ASR-70 - Contractors Services (MarcHApril) ASR-71 - RS Means Cost Data Book ASR-70 - Contractor Services (MarcHApril) ASR-71 - RS Means Cost Data Book ASR-72 - Contractor Services for Slephanie Clarke-Frich ASR-73 - Contractor Services for Slephanie Clarke-Frich ASR-73 - Contractor Services for David Gibbs ASR-75 - Aufit Turner Construction Contract Additional Services Total  Fund temporary positions under allowance Mark Evans (CFM) Jim Kine (CM West) Total Reduction from Allowance  125,267 125,267 36,567 161,834 (86,475) 75,359 188,532 269,219 150,000 419,219 (53,508) 36  TOTAL  601,000 601,000 601,000 1,141,793 1,742,793 1,477,232 3,220,024 (57,884) 3,162,065 1,132,101 4,294,240 1,061,736 5,35	ASR-67 - Move Consultant Interviews								.	}	1	1	
ASR-72 - Contractor Services for Stephanie Clarke-Fnch ASR-73 - Contractor Services for Stephanie Clarke-Fnch ASR-73 - Contractor Services for Stephanie Clarke-Fnch ASR-73 - Contractor Services for David Gabbs ASR-73 - Contractor Services for David Gabbs ASR-73 - Auft Turner Construction Contract Additional Services Total  8,460 8,460 63,030 71,490 186,475 257,985 159,339 411,900 0 411,975 177,674 56 Fund temporary positions under allowance Mark Evans (CPM) Jim Kise (CM West) Total Reduction from Allowance  4	ASR-59 - Trade Services and MCAA Subscriptions	1	,								[		
ASR-72 - Contactor Services for Stephanie Clarke-Finch ASR-73 - Contractor Services for Stephanie Clarke-Finch ASR-73 - Contractor Services for Stephanie Clarke-Finch ASR-73 - Contractor Services for David Gabbs ASR-74 - Contractor Services for David Gabbs ASR-75 - Audit Turner Construction Contract Additional Services Total  Fund temporary positions under allowance  Mark Evans (CFM)  Jack 1978  Jack 197	ASR-71 - RS Means Cost Data Book										1	1	
ASR-75 - AUIT Turner Construction Contract Additional Services for David Gabbs ASR-75 - AUIT Turner Construction Contract Additional Services Total  8,460 8,460 63,030 71,490 186,475 257,965 159,339 411,900 0 411,975 177,674 58  Fund temporary positions under allowance Mark Eyers (CPM) Jan Kiles (CM West) Standard  10tal Reduction from Allowance  125,267 125,267 36,567 161,834 (86,475) 75,359 188,532 269,219 150,000 419,219 (53,508) 36  FOTAL  601,000 601,000 601,000 1,141,793 1,742,793 1,477,232 3,220,024 (57,884) 3,162,065 1,132,101 4,294,240 1,061,736 5,35	ASR-72 - Contractor Services for Stephanie Clarke-Finch								- :			[	l
Additional Services Total 8,460 8,460 63,030 71,490 186,475 257,985 159,339 411,900 0 411,975 177,674 58 Fund temporary positions under allowance Mark Evens (CPM) Jim Kee (CM Vest) Total Reduction from Allowance  125,267 125,267 36,567 161,834 (86,475) 75,359 188,532 289,219 150,000 419,219 (53,508) 36 TOTAL  601,000 601,000 601,000 1,141,793 1,742,793 1,477,232 3,220,024 (57,884) 3,162,065 1,132,101 4,294,240 1,061,736 5,34	ASR-74 - Contractor Services for David Gibbs											1	
Mark Eyans (CPM) Juli Klee (CM West) Total Reduction from Allowance  125,267 125,267 36,567 161,834 (86,475) 75,359 188,532 269,219 150,000 419,219 (53,508) 36 TOTAL 601,000 601,000 1,141,793 1,742,793 1,477,232 3,220,024 (57,884) 3,162,065 1,132,101 4,294,240 1,061,736 5,35		8,460	8,460	63,030	71,490	186,475	257,965	159,339	411,900	- о	411,975	177,674	589,649
Mark Syrins (CPM) Jim Klee (CM West) Total Reduction from Allowance  125,267 125,267 36,567 161,834 (86,475) 75,359 188,532 269,219 150,000 419,219 (53,508) 36 TOTAL 601,000 601,000 1,141,793 1,742,793 1,477,232 3,220,024 (57,884) 3,162,065 1,132,101 4,294,240 1,061,736 5,35											· ·	[	]
Total Reduction from Allowance 62,065 62 Allowance 125,267 125,267 36,567 161,834 (86,475) 75,359 188,532 269,219 150,000 419,219 (53,508) 36  TOTAL 601,000 601,000 1,141,793 1,742,793 1,477,232 3,220,024 (57,884) 3,162,065 1,132,101 4,294,240 1,061,736 5,38	Mark Evans (CPM)												27,638 34,42
TOTAL 601,000 601,000 1,141,793 1,742,793 1,477,232 3,220,024 (57,884) 3,162,065 1,132,101 4,294,240 1,061,736 5,38		ļ.					* *						62,06
	Allowance	125,267	125,267	36,567	161,834	(86,475)	75,359	188,532	269,219	150,000	419,219	(53,508)	365,711
	TOTAL	601,000	601,000	1,141,793	1,742,793	1,477,232	3,220,024	(57,884)	3,162,065	1,132,101	4,294,240	1,061,736	5,355,976
	MBE/WBE PARTICIPATION												

	Modification	d #6 Total Modified	Modification		Mo			f #10		d #11
Firm	Modification Amount	Total Modified Contract	Modification Amount	Total Modil Contract						
rner Total	0	946,176	0	946,176	нирал	946,176	0	946,176	0	946,1
M Total	820,631	2,538,445	900,611	3,439,055	1,117,826	4,556,881	438,375	4,995,256	1 430 436	
•							430,373		1,430,436	6,425,6
otal	(211,469)	1,094,488	426,811	1,521,299	281,534	1,802,833	1,700	1,804,533	298,704	2,103,2
(i Total	. 0	188,593	٥	188,593	0	188,593		188,593	0	188,5
est Total	303,341	483,353	409,902	893,255	668,702	1,561,958	. 130,165	1,692,123	705,968	2,398,0
	550,541	400,000	400,002	000,200	505,152	1,000	. 100,100	1,002,120	, ,,,,,,,,,	2,550,5
omeda Consulting Group										ĺ
Construction	0	0	0	. 0	0	0	88,853	88,853	316,302	405,1
tional Service Requests (ASR):								1		
npic S	0 0	9,052 1,200		9,052 1,200		9,052 1,200		9,052 1,200	1	9,0
1 - FW Associates	] 0	21,130		21,130		21,130		21,130	i	21,
R 2 - Testing & Inspection/8400A (AME) R 2A - Testing & Inspection/8400A (AME)	(5,928)	15,595 6,072		15,595 6,072		15,595 6,072		15,595 6,072	i I	15, 6,
R 2B - Testing & Inspection/8400A (AME)	(206)	704		704		704		704		",
2C - Testing & Inspection/8400A (AME)	(531)	575		575		575		575		
3 - Testing & Inspection/8410A (AME) 5 - Jacques Consulting	0	1,460 3,000		1,460 3,000		1,460 3.000		1,460 3,000	<b>!</b>	1,
6 - Nyland Construction	ő	13,796		13,796		13,796		13,796	i	13,
7 - Air Montoring Equipment	0	6,940	1	6,940		6,940		6,940		6,
8 - CM-at-Risk Consulting Svcs. (Western Construction Consultants)	. 0	6,000		6,000		6,000		6,000	1	6,
9 - Virtual Tour (Regency Virtual Studio) 9A - Virtual Tour (Regency Virtual Studio)	0	15,000 25,000		15,000 25,000		15,000 25,000		15,000 25,000		15, 25,
9B - Virtual Tour (Regercy Virtual Studio)	. 0	14,279		14,279		14,279		14,279		14,
9C - Virtual Tour (Regercy Virtual Studio) 10 - Document Review (Redi-Check Pacific)	. 0	2,400		2,400		2,400		2,400		2,
11 - Document Review (Redi-Check Pacific) 11 - Topographic Survey (Marth M. Ron Associates, Inc.)	. 0	195,150 8,575		195,150 8,575		195,150 8,575		195,150 8,575		195, 8,
13 - Team Retrest & Partnering Facilitator (Ame Godfrey)	0	1,500		1,500		1,500		1,500		1,
13A - Partnering Facilitator (Anne Godfrey)  13B - Team Patront & Partnering Facilitator (Anne Godfrey)	. 0	75		75		75		75		
13B - Team Retreat & Partnering Facilitator (Anne Godfrey) 15 - LHHRP Team Allowance	(120)	2,250 880		2,250 880		2,250 880		2,250 880		2
15A - LHHRP Team Alowance	(472)	528		52B	i	528		52B		
16 Temporary Facilities (Siemens)	0	4,800		4,800		4,800		4,800		4
17 - Fire Safety Solutions (Greg Granados) 18 - Safety Consultant (TED)	(204)	10,611 3,439		10,611 3,439		10,611 3,439		10,611 3,439	ŀ	10
19 - EIR Required Documentation/Survey (ARG)	(1,140)	23,610		23,610		23,610		23,610		23
20 - F-3 Engineering Svcs. (Siemens)	0	3,100		3,100		-3,100		3,100		3
21 - Construction Signage (Radus Svcs.) 22 - Ground Breaking Photographer (Thomas John Gibbons)	0	2,436 927		2,436 927		2,436 927		2,436 927		2
22A - Ground Breaking Parking (Forest Hill Christian Church)		100		100		100		100		
23 - Mock-up/8415A (Marathon Computer)	ō	288		288	-	288		288		
23A - Mock-up/8415A (Direct TV)	0	471		471		471		471	1	
23B - Mock-up/8415A (Best Buy) 24 - Program Cost Controls; DB/Hardware/Software	0	569 3,869		3,869		569 3,869		569 3,869	<u> </u>	3
: 25 - Program's Storage Supplies	ŏ	193		193		193		193	i l	. "
25A - Program's Storage Supplies	0	423		423		423		423		
R 26 - Program's Data Base Development & Maintenance (Ulvi Cetin, CPM)	109,038	255,210	49,676	304,887	9,476 967	314,363	11,717	326,080	48,675	374
R 27 - Remodel Fire Alarm Design Svos. (Siemens) R 28 - Archeaelogical Monitoring (Holman & Assoc.)	(3,988)	12,892 3,259		12,892 3,259	907	13,859 3,259		13,859 3,259	1	13
R-29 - Signs Direct	138	138		138		138		138	1	-
R-30 - Flo-Gages	1,525	1,525		1,525		1,525		1,525		1 .1
R-31 - Diablo Boiler (Phase 1) R-32 - Diablo Boiler (Phase 2)	12,645 5,272	12,645 5,272		12,645 5,272		12,645 5,272		12,645 5,272		12
R-33 - Diablo Boiler	8,586	8,586		8,586		8,585		8,586		8
R-34 - Diablo Boiler Remedial Work	14,710	14,710		14,710		14,710		14,710		14
R-35 - Northern Energy R-36 - Fluid Gauge Company	276 3,443	276 3,443		276 3,443		276 3,443		275 3,443		3
R-37 - Hurst Boiler & Welding Co. Inc.	3,001	3,001		3,001		3,001		3,001		] 3
R-38 - Vital Therm	641	541		641		641		641		
2-39 - Diablo Boiler 2-40 - Diamond Fence Co. Inc.	3,645 3,600	3,645 3,600		3,645 3,600		3,645 3,600		3,645 3,600		3
(-40 - Diambild Pence Co. Inc.) (-41 - Norther Energy	752	752	1 .	752		752		752		
R-42 - Construction Testing Services, Inc.	450	450		450		450		450		
R-42 - Construction Testing Services, Inc.	(450) 226	(450)		(450) 226		(450)		(450)		١.
R-43 - Elte Reprographics (CM-at-Risk Reports) R-44 - Controlco Automation Dristributors	460	226 460		460		226 460		226 450		
R-46 - Diablo Boilers - Addendum to the Quote dated 02/17 Installing a Pump Trap	1,583	1,583		1,583		1,583		1,583		1
R-47 - Mobile Modular - Request for Monthly Trailer Lease	11,872	11,872		11,872		11,872		11,872		11
R-48 - Estimating Manuals R-49 - Request for fle Service at Laguna Honda Jobsite	3,455 4,427	3,455 4,427	+ 5	3,455 4,427	(3,645)	3,455 782		3,455 782		] 3
-50 MCAA Labor Manual Maintenance Fee	7,721	"""	145	145	(3,043)	145	ļ. ·	145		
t-51 Siemens Fire Safety			11,000	11,000		11,000		11,000	i !	111
-52 Mechanical Traser Electrical Trade Book -53 FF&E Interviews			1,494 150	1,494 150		1,494 150		1,494		1
-54 Flashlights			0	0	257	257		257		1
-55 Trades Services - Software/Published Services			G	ō	1,352	1,352		1,352		1
-56 Mechanical Contractors Association of America Estimating					165	165		165	1	. ـ
-57 Group Mobile Computers -58 Trade Services - Software/Published Services					21,439 1,790	21,439 1,790		21,439 1,790	1	21
-59 Material Testing 3rd Floor Framing/Materials Handling/H Wing	Ī				1,730	1,730		'''"	13,450	13
-61 - Mechanical Contractors Association of America, Inc.								l	1	
-62 - Concrete Strength Testing Wing H -63 - Request for trade Services Renewal (12/01/08 - 12/01/09)		-						l	1	l
-63 - Request for trade Services Renewal (12/01/08 - 12/01/09) -64- Applied Materials and Engineering Inc.	Ī							I		[
-65- Mobile Modular - Trailer Removal 06/26/09					_			l	1	1
-66- Existing Bullding Remodel - Investigation Roof Slab -67 - Move Consultant Interviews	,							l	1	l
-67 - Move Consultant interviews -68 - Xplore Technologies Corp Repair Tablets								l	1	Ι.
-69 - Trade Services and MCAA Subscriptions	Ī							1		[ .
-70 - Contractors Services (March/April)								l	1	
-71 - RS Means Cost Data Book -72 - Contractor Services for Stephanie Clarke-Finch								l	1	l
-73 - Contractor Services for Stephanie Clarke-Finch	Ī							1		
-74 - Contractor Services for David Gibbs	Ī						١.	l '		
-75 - Audit Turner Construction Contract tional Services Total	487 000	757 540	87 ADE	P20 077	34 804	924 876	44 74-	803		
IGNAL SCIVICES 1018	167,963	757,612	62,465	820,077	31,801	851,878	11,717	863,595	62,125	925
temporary positions under allowance	Ī							Ι .		1
k Evans (CPM)	1							1	1	1
					i		i	ı	i	l
Klee (CM West)	_	62.007	ام	52.005		69 007		22.00-		
	. 0	62,065	0	62,065	0	62,065		62,065		62
Klee (CM West)	0 413,072	62,065 778,783	0 (628,783)	62,065 150,000	(125,000)	62,065 25,000		62,065 25,000	25,000	62 50

MBEWBE PARTICIPATION										
[ BDI	\$1,094,488	15.98%	\$1,521,299	18.97%	\$1,802,833	18,04%	\$1,804,533	16.92%	\$2,103,237	15.57%
CM WEST	\$483,353	7.06%	\$893,255 .	11,14%	\$1,561,958	15.63%	\$1,692,123	15,86%	\$2,398,091	17,76%
POWELL	\$188,593	2,75%	\$188,593	2.35%	\$188,593	1.89%	\$188,593	1.77%	\$188,593	1.40%
TOTAL	£4 700 434	DE TOOL	E2 C02 447	20 4007	43 FF3 300	D.C. C.C.				

12   12   12   13   13   13   13   13	CONSTRUCTION MANAGEMENT SERVICES										
Part											
Part   Tell	Firm				Contract		Contract		Contract	2011	
17   18   17   18   18   18   18   18	Turner Total	0	946,176	. 0	946,176	0	946,176	0	946,176	0	946,176
Windstreet	CPM Total	1,070,694	7,496,386	269,455	7,765,841	76,197	7,842,038	227,283	8,069,321	161,370	8,230,691
Windows   Total   19,000   1	BDI Total	171,039	2,274,275	23,350	2,297,625	97,498	2,395,123	304,719	2,699,842	(194,390)	2,505,452
Second Committed Committ	Powell Total		188,593	. 0	188,593	. 0	188,593		188,593	o-	188,593
Second control of Group   Second control o		31.288	2.429.378	132.332	2.561.711	119,265	2,680,975	72,337	2,753,312	134,948	2,888,260
19.   19.	•	0.,200	-, ,,-			·					
And Control Register (APR)  (Control Register (APR)  (Co		18 483	423.638	70.027	493,665	(3.032)	490,633	٥	490,633		490,633
Street		,									
## 250   1.00	Olympic										
### 455 - T	MCS' ASR 1 - FW Associates		21,130		21,130	1	21,130	1	21,130		21,130
Add   Company	ASR 2 - Testing & Inspection/8400A (AME) ASR 2A - Testing & Inspection/8400A (AME)								6,072		6,072
### 1 - Total Part	ASR 2B - Testing & Inspection/8400A (AME)										575
ASS - 1-Vale Control Services (1978   1378	ASR 3 - Testing & Inspection/8410A (AME)		1,460		1,460						1,460 3,000
ASS - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -	ASR 6 - Nyland Construction		13,796		13,796		13,796		13,796		13,795
ASR 9 Verball Company (Annel Bauthol)  1.0000  1.0000  1.0000  1.0000  1.0000  1.0000  1.0000  1.0000  1.0000  1.0000  1.0000  1.000	ASR 8 - CM-at-Risk Consulting Svcs. (Western Construction Consultants)		6,000		6,000		000,8	* .	- 6,000		6,000
ASS 88   Wilson   Temporal Suborg   Company	ASR 9 - Virtual Tour (Regency Virtual Studio)						25,000		25,000		25,000
March   Marc	ASR 9B - Virtual Tour (Regercy Virtual Studio)		14,279								2,400
ASS 13 - Terminal Part & Producting Fundament (Associated (Anne Coeffort)   1,000	ASR 10 - Document Review (Redi-Check Pacific)		195,150		195,150		195,150		195,150		
Ass 118 - Team Stored & Formore president (From Confley)  88 1 - Life Per Team Stored & Formore president (From Confley)  88 2 20 20 20 20 20 20 20 20 20 20 20 20 2	ASR 13 - Team Retrest & Partnering Facilitator (Ame Godfrey)		1,500		1,500		1,500		1,500	1	1,500
Section   Sect	ASR 13A - Partnering Facilitator (Anne Godfrey) ASR 13B - Team Retreat & Partnering Facilitator (Anne Godfrey)		2,250		2,250		2,250		2,250		2,250
## ADD   4,000	ASR 15 - LHHRP Team Allowance						528	ı	528	1	√528
A.S.   1. Self Sequel Executation (TED)	ASR 16 Temporary Facilities (Siemens)		4,800				4,800				
AS 20 - 19 Singhearty Suss. (German) AS 20 - 19	ASR 18 - Safety Consultant (TBD)		3,439		3,439	- ·	3,439		3,439	*	3,439
ASS 21 Contraction Signings (Refield Series)			3,100	. '	3,100		3,100		3,100		3,100
1,582 23.4 - October 150   100   1	ASR 21 - Construction Signage (Radius Svcs.)								927	1	927
ABST 23.4. Active State (14. Gest 17)  ABST 23.4. Active Agent (14. Gest 18)  ABST 23.4. Active	ASR 22A - Ground Breaking Parking (Forest Hill Christian Church)		100			1					
Add 202 - Annoce-upfelf M, (Bert DV) annoce-upfe	ASR 23A - Mock-up/8415A (Direct TV)		471		471	,	471				
ASR 22 - Frogram Strengs Bipplies  873		}	3,869		3,869		3,869		3,869		3,869
ASK 25 - Program Can Size Development & Nationamon (July Cefe, CPN) (32,075) 318,646 (487 34,075) 318,646 (32,075) 318,646 (3	ASR 25 - Program's Storage Supplies	i				,			423		423
ASS 23 - Activacial policy (February & Assoc)  3.259  3.259  3.259  3.259  3.259  3.259  3.259  3.250  3.25	ASR 26 - Program's Data Base Development & Maintenance (Ulvi Cetin, CPM)	(36,205)		4,827		(9,655)					
ASK-90 - Debu District (Phase 1)	ASR 28 - Archeaelogical Monitoring (Holman & Assoc.)		3,259		3,259	· ·	3,259		3,259		
ASS-R3-2 Dubbb Daler (Pines 2) ASS-R3-2 Dubbb Daler (Pines 2) ASS-R3-3 Dubbb Daler (Pines 2) ASS-R3-4 Dubbb Daler (Pines 2)	ASR-30 - Flo-Gages		1,525		1,525		1,525		1,525		1,525
ASR-32 - Diable Boller Ramedal Work  ASR-32 - Diable Boller Ramedal Work  ASR-32 - Diable Boller Ramedal Work  ASR-33 - Diable Boller Ramedal Work  ASR-34 - Diable Boller Ramedal Work  ASR-35 - Diable Boller Ramedal Work  ASR-36 - Di	ASR-31 - Diablo Boiler (Phase 1) ASR-32 - Diablo Boiler (Phase 2)	1	5,272		5,272	ļ	5,272	•	5,272		5,272
ASR-93 - Fulk Days Company ASR-94 - Construction Testing Services, In. ASR-94 - Nother Energy ASR-94 - Construction Testing Services, In. ASR-94 - Nother Energy ASR-94 - Construction Testing Services, In. ASR-94 - Construction Testing Services, In. ASR-94 - Nother Energy ASR-94 - Construction Testing Services, In. ASR-94 - Nother Energy ASR-94 - Construction Testing Services, In. ASR-94 - Nother Energy ASR-94 - Services Testing Days Company ASR-95 - Testing Days Company ASR-95 -	ASR-33 - Diablo Boiler				8,586 14,710		8,586 14,710				14,710
ASP-R3 - Hust Baller & Neiting Co. Inc.   3,001   3,	ASR-35 - Northern Energy		276		276		276				
ASR-83   A	ASR-37 - Hurst Boiler & Welding Co. Inc.		3,001		3,001	]	3,001				3,001
ASP-R-1 Journal Falling Services, Inc.  450	ASR-38 - Viai Therm ASR-39 - Diablo Boiler		3,645		3,645	1	3,645		3,645		3,645
ASR-42 - Construction Testing Services, Inc.  450 450 450 450 450 450 450 450 450 45	ASR-40 - Diamond Fence Co. Inc.						752		752		752
ASR-43 - Elite Reprographics (CM-45-Rick Reports)	ASR-42 - Construction Testing Services, Inc.										(450
1,83	ASR-43 - Eile Reprographics (CM-at-Risk Reports)		226		226		226				
ASK-R-9 - Indicate Modular Prequests of which it Prequests of which it Prequests of which it Preguests of the Preguests of the Preguests of Pregue	ASR-46 - Diablo Boilers - Addendum to the Quote dated 02/17 installing a Pump Trap		1,583		1,583		1,583		1,583		1,583
ASR-69 - Request for file Service at Lagruan Honda Jobsite  ASR-50 MCAR Labor Maruni Maintenance Fee  ASR-50 MCAR Labor Maruni Maintenance Fee  11,000			3,455		3,455		3,455		3,455		3,45
ASR-55 Samener Fire Safety ASR-52 Michaelinal Traser Electrical Trade Book 1,444 1,494 1,4	ASR-49 - Request for file Service at Laguna Honda Jobsite	ļ	782						145	1	145
150	ASR-51 Siemens Fire Safety ,	i	11,000		11,000				11,000 1,494		1,49
ASR-63 Flashington ASR-63 Flades Services - Software/Published Services ASR-65 Trade Services and MCAA Subscriptions ASR-75 Contractor Services for Stephania Clarke-Finch ASR-76 Contractor Services for Stephania Clarke-Finch ASR-77 Contractor Services for Stephania Clarke-Finch ASR-77 Contractor Services for Stephania Clarke-Finch ASR-78 - Audit Turner Construction Contract Additional Services To Stephania Clarke-Finch ASR-78 - Audit Turner Construction Contract Additional Services To Stephania Clarke-Finch ASR-78 - Audit Turner Construction Contract Additional Services To Stephania Clarke-Finch ASR-78 - Contractor Services for Stephania Clarke-Finch ASR-78 - Contractor Services for Stephania Clarke-Finch ASR-78 - Contractor Services for Stephania Clarke-Finch ASR-78 - Audit Turner Construction Contract Additional Services To Stephania Clarke-Finch ASR-78 - Contractor Services for Stephania Clarke-Finch ASR-78	ASR-53 FF&E Interviews		150		150	!	. 150		150		150
ASR-56 Mechanical Contractors Association of America Estimating ASR-57 Group Mobile Computers ASR-57 Group Mobile Computers ASR-57 Group Mobile Computers ASR-58 Trade Services - Software/Published Services ASR-59 Trade Services - Software/Published Services ASR-59 Trade Services - Software/Published Services ASR-59 Alterial Testing 247 Group Trade Services - Software/Published Services - Softw	ASR-55 Trades Services - Software/Published Services		1,352		1,352	1	1,352		1,352		1,352
ASR-59 Trade Services - Software/Published Services   1,790	ASR-56 Mechanical Contractors Association of America Estimating ASR-57 Group Mobile Computers		21,439	1	21,439	[	21,439		21,439	ł	21,439
ASR-61 - Mechanical Contractors Association of America, inc.  285   285   0   295   0   295   0   295   0   295   0   295   0   295   0   295   0   295   0   295   295   0   295   295   0   295   29	ASR-58 Trade Services - Software/Published Services		1,790			1	13,450		13,450		13,450
ASR-63 - Contract state is and Engineering Inc.  ASR-63 - Request for tade Services Renewal (12/01/08 - 12/01/09)  ASR-64 - Applied Materials and Engineering Inc.  ASR-65 - Request for tade Services Renewal (12/01/08 - 12/01/09)  ASR-65 - Sequest for tade Services Renewal (12/01/08 - 12/01/09)  ASR-65 - Applied Materials and Engineering Inc.  1,760	ASR-61 - Mechanical Contractors Association of America, Inc.	295	295		295		295		295	0	
ASR-64-Applied Materials and Engineering Inc.  1,760 1	ASR-63 - Request for trade Services Renewal (12/01/08 - 12/01/09)	3,026	3,026	6	3,026	. 0	3,026		3,026	0	3,026
ASR-66 - Existing Bullding Remodel - Investigation Roof Stab	ASR-64- Applied Materials and Engineering Inc. ASR-65- Mobile Modular - Trailer Removal 06/26/09	3,421	3,421	0	3,421	0	3,421		3,421	0	3,421
ASR-58 - Xydore Technologies Corp Repair Tablets 778 778 0 778 0 1,297 1,297 0 1,297 1,297 0 1,297 1,297 0	ASR-66- Existing Building Remodel - Investigation Roof Stab	185	185		185	0	185		185	0	185
Rack	ASR-68 - Xplore Technologies Corp Repair Tablets	778		0			1,297	,			1,297
ASR-72 - Contractor Services for Stephanie Clarke-Frich ASR-73 - Contractor Services for Stephanie Clarke-Frich ASR-73 - Contractor Services for Stephanie Clarke-Frich ASR-74 - Contractor Services for Stephanie Clarke-Frich ASR-74 - Contractor Services for David Globs ASR-74 - Contractor Services for David Globs ASR-74 - Contractor Services for David Globs ASR-75 - Audit Turner Construction Contract Additional Services Total  7,206 932,926 4,827 937,753 (931) 936,823 0 836,823 9,205 946,028  Fund temporary positions under allowance Mark Evans (CPM) Jim Kiles (CRM West) Total Reduction from Allowance  62,085 62,085 62,085 62,085 62,085  Allowance 0 50,000 0 50,000 0 50,000 40,795 90,78t	ASR-70 - Contractors Services (March/April)	.,23,	[	آ آ		8,437	8,437		8,437	0	8,437
ASR-74 - Contractor Services for David Gibbs ASR-75 - Audit Tuner Construction Contract ASR-76 - Audit Tuner Construction Contract ASR-77 - Contractor Services for David Gibbs ASR-77 - Audit Tuner Construction Contract ASR-78 - Audit Tuner Construction Contract ASR-79 - Audit Tuner Construction Contract ASR-79 - Audit Tuner Construction Contract  7,206 932,926 4,827 937,753 (931) 936,823 0 936,823 9,205 946,028  Fund temporary positions under allowance Mark Evans (CPM) In Rise (CRM West) Total Reduction from Allowance 0 50,000 0 50,000 0 50,000 50,000 40,795 90,786	ASR-72 - Contractor Services for Stephanie Clarke-Finch				1	201	""		}	6,930	6,930
Additional Services Total 7,206 932,926 4,827 937,753 (931) 936,823 0 936,823 9,205 946,028  und temporary positions under allowance Mark Eyans (CPM) Jim Kie (CM Vest) Fotal Reduction from Allowance 0 50,000 0 50,000 0 50,000 0 50,000 40,795 90,786	ASR-73 - Contractor Services for Stephanie Clarke-Finch ASR-74 - Contractor Services for David Gibbs				1	l				. 42/5	2,2/5
Fund temporary positions under allowance Mark Evans (CPM) Jim Kise (CM West) Total Reduction from Allowance  62,085 62,085 62,085 62,085 62,085 62,085 62,085 62,085 62,085 62,085 62,085 62,085 62,085 62,085 62,085 62,085	ASR-75 - Audit Turner Construction Contract	7.206	932,926	4.827	937,753	(931)	936,823	o	936,823	9,205	946,028
Mark Eyans (CPM) Jim Klae (CM West) Total Reduction from Allowance 62,065	· ·										
Total Reduction from Allowance 62,085	Mark Evans (CPM)			1	1						
Allowance 0 50,000 0 50,000 0 50,000 50,000 40,795 90,795	Jim Klee (CM West) Total Reduction from Allowance		62,065	] .	62,065	1	62,065		62,065	1	62,065
		0	50,000	. 0	50,000	0	50,000		50,000	40,795	90,795
		1	1			1	l '	604 230			1

	Mod	#15B		Men	i#16	**
<u> </u>		7-4-1 No. 400 a		Work Plan		Total Modifie
Firm	Work Plan 2012	Contract	Adjustment	2012	Modification Amount	Contract
Turner Total		946,176	. 0	. 0	0	946,176
CPM Total	263,550	8,494,241	(235,551)	292,238	56,687	8,550,928
BDI Total		2,505,452	3,779	0	3,779	
Powell Total	1 .	' '				2,509,231
		188,593	0	0	0	188,593
CM West Total	22,179	2,910,438	96,491	., 0	96,491	3,006,930
Andromeda Consulting Group	1		٥	35,850	35,850	35,850
JKL Construction	0	490,633	22,315	0	22,315	512,948
Additional Service Requests (ASR):						
Olympic . MCS	1	9,052 1,200				9,052
ASR 1 - FW Associates		21,130				1,200 21,130
ASR 2 - Testing & Inspection/8400A (AME) ASR 2A - Testing & Inspection/8400A (AME)		15,595 6,072				15,595 6,072
ASR 2B - Testing & Inspection/8400A (AME) ASR 2C - Testing & Inspection/8400A (AME)		704				704
ASR 3 - Testing & Inspection/8410A (AME)		575 1,460			•	575 1,460
ASR 5 - Jacques Consulting ASR 6 - Nyland Construction		3,000 13,796	1			3,000 13,796
ASR 7 - Air Montoring Equipment		6,940	,			6,940
ASR 8 - CM-al-Risk Consulting Svcs. (Western Construction Consultants) ASR 9 - Virtual Tour (Regency Virtual Studio)	,	6,000 15,000				6,000 15,000
ASR 9A - Virtual Tour (Regercy Virtual Studio) ASR 9B - Virtual Tour (Regercy Virtual Studio)		25,000	i			25,000
ASR 9C - Virtual Tour (Regercy Virtual Studio)		14,279 2,400	.			14,279 2,400
ASR 10 - Document Review (Redi-Check Pacific) ASR 11 - Topographic Survey (Martn M. Ron Associates, Inc.)	ļ	195,150 8,575				195,150 8,575
ASR 13 - Team Retreat & Partnering Facilitator (Ame Godfrey)		1,500				1,500
ASR 13A - Partnering Facilitator (Anne Godfrey) ASR 13B - Team Retreat & Partnering Facilitator (Anne Godfrey)		75 2,250	` I	ı		· 75 2,250
ASR 15 - LHHRP Team Allowance ASR 15A - LHHRP Team Allowance		880	J	-		BBO
ASR 16 Temporary Facilties (Siemens)		52B 4,800		1		. 528 4,800
ASR 17 - Fire Safety Solutions (Greg Granados) ASR 18 - Safety Consultant (TEO)		10,611 3,439				10,611 3,439
ASR 19 - EIR Required Documentation/Survey (ARG)		23,610				23,610
ASR 20 - F-3 Engineering Svcs. (Siemens) ASR 21 - Construction Signage (Radius Svcs.)		3,100 2,436			1	3,100 2,436
ASR 22 - Ground Breaking Photographer (Thomas John Gibbons) ASR 22A - Ground Breaking Parking (Forest Hill Christian Church)	1	827 100	]			927
ASR 23 - Mock-up/8415A (Marathon Computer)		288	1	1		100 288
ASR 23A - Mock-up/8415A (Direct TV) ASR 23B - Mock-up/8415A (Best Buy)		471 569	l	1		471 569
ASR 24 - Program Cost Controls: DB/Hardware/Software		3,869		l		3,869
ASR 25 - Program's Storage Supplies ASR 25A - Program's Storage Supplies		193 423				193 423
ASR 26 - Program's Data Base Development & Maintenance (Ulvi Ceth, CPM) ASR 27 - Remodel Fire Alarm Design Svos. (Siemens)		333,721 13,859	1,066		1.086	334,807
ASR 28 - Archeaelogical Monitoring (Holman & Assoc.)		3,259				13,859 3,259
ASR-29 - Signs Direct ASR-30 - Fb-Gages	]	138 1.525	. ]			138 1.525
ASR-31 - Diablo Boiler (Phase 1)	1 1	12,645				12,645
ASR-32 - Diablo Boiler (Phase 2) ASR-33 - Diablo Boiler	İ	5,272 8,586				5,272 8,586
ASR-34 - Diablo Boller Remedial Work ASR-35 - Northern Energy		14,710 276	ł			14,710 276
ASR-36 - Fluid Gauge Company		3,443	1	. [		3,443
ASR-37 - Hurst Boiler & Welding Co. Inc. ASR-38 - Vital Therm	l , ,	3,001 641				3,001 641
ASR-39 - Diablo Boiler ASR-40 - Diamond Fence Co. Inc.		3,645				3,645
ASR-41 - Norther Energy		3,600 752	1			3,600 752
ASR-42 - Construction Testing Services, Inc. ASR-42 - Construction Testing Services, Inc.		450		·		450
ASR-43 - Elte Reprographics (CM-at-Risk Reports)		(450) 226				(450) 226
ASR-44 - Controlco Automation Dristributors ASR-45 - Diablo Bollers - Addendum to the Quote dated 02/17 Installing a Pump Trap	!	460 1,583		.	- 1	460 1,583
ASR-47 - Mobile Modular - Request for Monthly Trailer Lease ASR-48 - Estmating Manuals		11,872	.	1		11,872
ASR-49 - Request for file Service at Laguna Honda Jobsite		3,455 782	ľ	l		3,455 782
ASR-50 MCAA Labor Manual Maintenance Fee ASR-51 Siemens Fire Safety	[ ]	145 11.000		1	ļ	145 11.000
ASR-52 Mechanical Traser Electrical Trade Book	.	1,494		!	. [	1,494
ASR-53 FF&E Interviews ASR-54 Flashlights		150 257	.	ŀ		150 257
ASR-55 Trades Services - Software/Published Services ASR-56 Mechanical Contractors Association of Arrerica Estimating		1,352				1,352
ASR-57 Group Mobile Computers	'	165 21,439	. 1	İ		165 21,439
ASR-58 Trade Services - Software/Published Services ASR-59 Material Testing 3rd Floor Framing/Materials Handling/H Wing		1,790 13,450		.]		1,790
ASR-61 - Mechanical Contractors Association of America, Inc.		295	i ·	1	. [	13,450 295
ASR-62 - Concrete Strength Testing Wing H ASR-63 - Request for trade Services Renewal (12/01/08 - 12/01/09)		26,130 3,026	ļ	l	ļ	26,130 3,025
ASR-64- Applied Materials and Engineering Inc. ASR-65- Mobile Modular - Trailer Removal 06/26/09		1,760	j	l		1,760
ASR-66- Existing Building Remodel - Investigation Roof Slab		3,421 6,520	ŀ		ļ	3,421 6,520
ASR-67 Move Consultant Interviews	'	185 778			. [	185
ASR-69 - Trade Services and MCAA Subscriptions ASR-70 - Contractors Services (Merch/April)		1,297		ł	ļ	778 1,297
ASR-71 - RS Means Cost Data Book		8,437 287		1		8,437 287
ASR-72 - Contractor Services for Stephanie Clarke-Finch ASR-73 - Contractor Services for Stephanie Clarke-Finch		6,930	1	ļ	. 1	6,930
ASR-74 - Contractor Services for David Gibbs		2,275	1,260	o	1,260	2,275 1,260
ASR-75 - Audit Turner Construction Contract Additional Services Total	ام ا	946,028	0 2,346	39,638	39.638	39,638
	"	044,026	2,340	39,638	41,984	988,012
Fund temporary positions under allowance Mark Evans (CPM)	1		ļ	٠		
Jim Klee (CM West) Total Reduction from Allowance		00.000	ا	_	_ [	
		62,065	0	٥	0	62,065
Allowance	60,000	150,795	(150,795)	5,000	(145,795)	5,000
TOTAL						

MBE/WBE PARTICIPATION	the state of the s	
BDI	\$2,505,4521	15.01%
CM WEST	\$2,910,438	17.43%
POWELL	\$188,593	1.13%
TOTAL .	\$5,604,483	33 57%

\$2,509,231	
\$3,006,930,	17.89%
\$188,593	1 12%
\$5,704,754	33.95%

Cooper Pugeda Management #ENAT0400009 Work Plan 2012

20 11 11 11 11 11 11		•				200	100	504	aer o	20	v uec	TOTAL		Hourly Rate B	Billing Rate	Extension	7% Fee	BUDGET	Variance
		100				1000000				1.1	11 13 13	11 12 13	1.00		Part Company	18 Jan 3 19 19 19 19 19			S. 10. 10. 10. 10. 10. 10. 10. 10. 10. 10
	Jeffrey Cooper	-	Ľ	50 50	20			-	_		-	150	49	L	\$ 132,12	\$ 19,818	8 \$ 1,387	\$ 21,205	\$ 21,205
*	William Sorfleet	-	-		L							-	€9	74.24 \$	\$ 159.61		49		\$ (171)
_	Chuck Sutter		_	<u> </u>								-	es.	ш	\$ 139.75	·	G)	s	\$ (346,317)
~	Richard Lavino	2		26 16	19	16	16	16	. 91	16   16		163	Ф	_	\$ 103.84	\$ 16,926	\$	ss	\$ 7,889
	BJ Williams	168	88	72 168	-				_			296	€>-	Н	\$ 139.75	\$ 83,291	\$	en-	\$ 231,933
					_	9B	104	112	_		_	312	4	_	\$ 32.25	\$ 10,062	\$	\$ 10,766	\$ 10,766
S	Stephen Higgins	L	L	2	_	L						N	€9	62,50	\$ 134,38	\$ 269	s	₩	
			-	160	160	160	94	40	20	20 20		620		_	\$ 104.11	\$ 64,548	8 \$ 4,518	290'69 \$	\$ 69,067
												0	69	_	\$ 53,75	69		\$	
De	Denise Hammond			7 10	9			_	_	_		27	69	Н	\$ 71.87	1,841	.,	<del>55</del>	\$ 18,457
	_	72	64	72 64	120	98	104	112	96	112 104	4 72	ſ	49	32.00	\$ 68.80	\$ 74,85	4 \$ 5,240	49	\$ 39,900
(2,161) Mark-up % (CM West, BDI, JKL)	,	L	L	L															\$ 3,671
		242	169 3	29 468	356	368	264	280	132 1	148 140	0 72	, 22				\$ 271,709	9 \$ 19,020	\$ 292,238	\$ 55,687
変 ・ シタギ	一 日本の大学	1000	1	1000		100								100	10,000				
	Chuck Sutter		-								Ц	•	49	63.44	\$ 63.44	65	s		\$ 3,779
		0		0	-	-	0		_	0	-	0				\$	\$	\$	\$ 3,779
Andromeda Consultino Group		<u> </u>	196 2	282	_				_	_		478	69		\$ 75.00	\$ . 35,850	0	\$ 35,850	\$ 35,850
			F	282 0	-	-	0	0	-	0	_	478				\$ 35,850	. \$ 0	\$ 35,850	\$ 35,850
(事業は、自分をおけ、名はまない。				X 20		8000	**							100	F. 200	스타를 가게 되었다.	1000 图图 安慰		
					_							٥	s		\$ 92,17	- 5	•	\$	- 8
												٥	co.	-		69		•	ı
S	Steven Higgins											•	69	-		49	•		۶
	Joe Brosnan		_									•	69	_		<del>(1)</del>	·	-	
	Jerry Donohue	_	_								-	<u> </u>	↔	_	\$ 115.15	69	, ss	٠ <del>ده</del>	
	Dave Delmas	_										0	\$	53,56	\$ 115.15	\$	\$	·	\$ 73,806
		0		0	-	0	-	٥	0	0	0 0	-				\$	•	45	\$ 96,491
		0000			100	2.86	7.7.7.4	11.00					s			表 化二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十			100
				_								°	s)	-	٦	•	·		69
												0	\$	40,00	\$ 86.00		69		
			0	0	0	0	٥	0		0	0 0	0	*						\$ 22,315
ADDITIONAL ALLOWANCE	2000年であるから			100 000		12 July 12 Jul	N. 1. 8 19 19 19 19 19 19 19 19 19 19 19 19 19		200	10.00			\$						A
												-	49	50.13	\$ 112.79	65	55		
		-	-														·	\$ 5,000	\$ (145,795)
		-	-								_	1	_					\$ 39,638	\$ 39,638
ASR-74 - Contractor Services for David Glibbs		-				L			-			ī. I							\$ 1,260
			-		_					L		I							\$ 1,086
Subtotal - Additional Consultants			-		L				L		L					ts)	s	\$	\$ (103,811)
	S. 10 S. 5 W.	242	355 6	611 468	8 356	368	264	280	132	148 1	140 72	-		Total		\$ 307,559	020'61 \$ 69	372,726	\$ 711,312
		242	159 3	329 468	356	368	264	280	132	148 1,	140 72	2,958	L						
		_	_	0	0	6	-	0	-		0 0	_	-			,			
		-	196	282 0	-	0	0	0	0	0	0	_							
	-	H	┝	L	L	0	0	0		_		<u>-</u>		Total	3. 经存款			\$ 372,726	\$ 111,312

 Attachment 3 HRC FORM 10

# HRC FORM 10 CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS ENAT04000001 Mod#16

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project: Laguna Honda Hospital Replacement Program	
Original Contract Amount: \$601,000	
Contract Amount as Modified to Date: \$16,093,421	<u>.                                    </u>
Amount of current Modification Request: \$111,312	
REQUIRED ATTACHMENTS:	
1. Revised HRC Form 2A, reflecting the new overall contract amounts for the prime subcontractors.	e contractor, joint venture partners and
2. A list of all prior contract amendments, modifications, supplements and/or chang including those leading up to the amendment which increased the original contract	e orders leading up to this modification, et amount by more than 20%.
See Attachment 2, Forecast, Work Plan 2012 dated May 11,	2012
3. A list of the contractors and subcontractors working on this amendment, modification contract dollars for each individual firm.	ation, supplement or change order with the
	•
See Attachment 1, Forecast, Work Plan 2012 dated May 11,	2012
See Attachment 1, Forecast, Work Plan 2012 dated May 11,  4. A brief description of the work to be performed under this amendment, modificate	
4. A brief description of the work to be performed under this amendment, modificat  See Attachment 1, Services to be Provided by CM  Contractor Owner/Authorized Representative:	
4. A brief description of the work to be performed under this amendment, modificat	
4. A brief description of the work to be performed under this amendment, modificat  See Attachment 1, Services to be Provided by CM  Contractor Owner/Authorized Representative:  Ismael Pugeda, President	
4. A brief description of the work to be performed under this amendment, modificate  See Attachment 1, Services to be Provided by CM  Contractor Owner/Authorized Representative:  Ismael Pugeda, President  Phone: (415) 543-6515	
4. A brief description of the work to be performed under this amendment, modificate  See Attachment 1, Services to be Provided by CM  Contractor Owner/Authorized Representative:  Ismael Pugeda, President  Phone: (415) 543-6515	
4. A brief description of the work to be performed under this amendment, modificate  See Attachment 1, Services to be Provided by CM  Contractor Owner/Authorized Representative:  Ismael Pugeda, President  Phone: (415) 543-6515  Date:	



#### APARTMENT CONVERSIONS TO SHORT TERM CORPORATE RENTALS.

terrrie frye to: Eric Mar, eric.mar

10/01/2012 11:03 AM

Cc: alisa.miller

Dear Eric,

Converting rent controlled apartments into short term corporate rentals is unconscionable.

I don't know what they are doing in other buildings, but in my dillapidated, filthy building that has had repair issues and filth issues since I moved in 11 years ago are being ignored in favor of greed, of hurrying up and converting these apartments before they get caught or are stopped by legislation.

I see no permits for this work for my building. How can they completely remodel an apartment, including replacing kitchen and bathrrom fixtures, and tearing out walls and moldings, without permits?

This is absolutely depleting the rental stock in San Francisco. And with these short term rentals, there will be also less people voting in my district as they would not be inclined to register at a short term address and wait for more permanent lodging before registering.

They are forgetting about local folks who already live here in favor of attracting those who are moving here, and giving them a short term rental while they wait to rent or buy one of the many condos being built which are not even affordable to most San Franciscans.

A young couple in the past could always start out in a cheap apartment in the Tenderloin. Not so any longer. Show me an average second or third generation San Franciscan who is walking down the street in search of living quarters who is interested in a furnished, \$1900 per month studio apartment.

Native San Franciscans are being priced out of the city in favor of transplants. Yes, 42 years ago I was a transplant too, but not this kind of transplant. I was a low to mid-income wage earner!

Sincerely,

Terrrie Frye

The light at the end of the tunnel may be an oncoming train.

File No. 120906

## FORM SFEC-126: NOTIFICATION OF CONTRACT APPROVAL (S.F. Campaign and Governmental Conduct Code § 1.126) City Elective Officer Information (Please print clearly.)

Name of City elective officer(s):	City elec	tive office(s) held:
Members, Board of Supervisors		rs, Board of Supervisors
	<del>_</del>	<u> </u>
Contractor Information (Please print clearly.)	· · · · · · · · · · · · · · · · · · ·	
Name of contractor:		
Cooper Pugeda Management, Inc.		
Please list the names of (1) members of the contractor's befinancial officer and chief operating officer; (3) any person any subcontractor listed in the bid or contract; and (5) and additional pages as necessary.  Ismael G. Pugeda, President Jeffrey J. Cooper, Vice President BDI - Subcontractor CM West - Subcontractor	on who has an owners.	hip of 20 percent or more in the contractor; (4)
		• .
Contractor address:		,
65 McCoppin Street, San Francisco, CA 94103	<u> </u>	
Date that contract was approved:		of contract:
(By the SF Board of Supervisors)	\$16,19	6,764
Describe the nature of the contract that was approved: Inspector of Record, Estimating, Scheduling Support		
Comments:		
This contract was approved by (check applicable):	•,	
The City elective officer(s) identified on this form		
	Can Enameira Da	
a board on which the City elective officer(s) serves	S: San Francisco Bo Print Name of B	
the board of a state agency (Health Authority, Hous		
Board, Parking Authority, Redevelopment Agency C Development Authority) on which an appointee of the	ommission, Relocat	ion Appeals Board, Treasure Island
Development Admonty) on which an appointed of the	c City cicclive office	cr(s) identified on this form sits
Print Name of Board		
Filer Information (Please print clearly.)		
Name of filer:		Contact telephone number:
Angela Calvillo, Clerk of the Board		(415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San F	rancisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org
Signature of City Elective Officer (if submitted by City ele	ective officer)	Date Signed
organizate of only brooms of only off	ouro outloor)	Date Signed
Signature of Board Secretary or Clerk (if submitted by Boa	ard Secretary or Clerk	) Date Signed

## TABLE OF CONTENTS

#### Attachments:

Attachment 1 – Summary of the Program's Scope

Attachment 2 – Milestone Schedule

Attachment 3 - Budget and Funding

Attachment 4 – Overview of the Selection Process

Attachment 5 – Civil Service Commission Approval

Attachment 6 – Human Rights Commission Approval

Attachment 7 – Original Agreement

Attachment 8 - Assignment and Assumption Agreement

Attachment 9 - Contract Modification Matrix with Forecast

Attachment 10 – Agreement Modification No. 1 through Modification 15

#### **ATTACHMENT 1**

#### Summary of the Program's Scope

On November 2, 1999, San Francisco voters approved Proposition A, a general obligation bond measure, to replace Laguna Honda Hospital. The scope of work entails replacing most of the existing hospital facilities in order to bring Laguna Honda Hospital into compliance with state and federal regulations. The Health Commission authorized the Department of Public Works to proceed with the construction of the South Residence Building, the Link Building, the East Residence Building, associated site work and the Remodel of the Existing Building (Wings C & H). The current authorization to proceed will provide 780 beds for an estimated cost at completion of \$584,946,602.

#### **ATTACHMENT 2**

#### Milestone Schedule

The following is a summary of the program's major milestones:

#### PHASE A

2000: Programming2001: Begin Design

2002: Civic Design Review - Complete

EIR Approval - Approved

Central Plant Relocation - In Construction

Roadway Relocation – Complete Laundry Relocation – On Hold

#### PHASE B

2003: Secure Building Permits

Begin Demolition and Grading: In Construction

Select a General Contractor: Complete

**Ground Breaking Ceremony** 

#### PHASE C

2005: Construction New Buildings:

South Residence 300 beds
Link Building 60 beds
East Residence 420 beds

2007: Begin Remodel of Existing Hospital Phase I

2010: Open South Residence, East Residence, and Link Building

#### PHASE D

2012: Complete Remodel of the Existing Building Phase I

2012: Complete Remodel of the Existing Building Phases II and III

#### PHASE E

2013: Demolish Clarendon Hall/Construct Connector Structure

2013: Open East Residence

#### PHASE F

2013: Complete Demolition and Site Improvements

## **ATTACHMENT 3**

### **Budget and Funding**

Budget

The Program's budget is \$584,946,602 and it is allocated as follows:

Expenditure Category	Estimated Expenditure	<u>Subtotal</u>
		·
Professional Services	050 000 000	• .
Master Architect Agreement with Joint Venture	\$50,800,000	
DPW Architecture	\$2,266,112	
Additional services contingency	\$0	•
Environmental Impact Report	\$289,503	
Permits and fees	\$7,995,831	
Special inspection and testing	\$6,360,579	
Construction management	\$20,716,795	
DPW program management	\$7,956,227	•
Hazardous materials	\$1,734,813	-
Surveys, reproduction, activation	\$2,677,825	
		\$100,797,685
Construction		
Construction	\$477,215,228	
Construction contingency	\$6,933,689	
Program-wide contingency	\$0	
		\$484,148,917
Assisted Living	·	
Assisted Living matching funds	\$0	\$0
en en en en en en en en en en en en en e		
·		*
TOTAL:		\$584,946,602

#### **ATTACHMENT 3**

#### **Budget and Funding**

The following is a summary of the funding sources identified for the Replacement Program by the Controller and the Mayor's Office of Public Finance:

Sources of funding for LHH Replacement Program				
General Obligations Bonds(1)	296,083,671			
Interest Earned from General Obligation Bonds	26,771,514			
Tobacco Settlement Revenues(2)	133,554,943			
Interest Earned from Tobacco Settlement Revenues	7,437,788			
Certificates of Participation	120,000,000			
Grants(3)	1,098,686			
Total	584,946,602			

<sup>(1) -</sup> General Obligation Bonds approved by the San Francisco voters on November 2, 1999.

<sup>(2) -</sup> Tobacco Settlement Revenues are funds received under a 1998 Master Settlement Agreement between the Attorney General of the State of California and various manufacturers of tobacco products, which is administered by the State of California.

<sup>(3) -</sup> Grants are from the US Health Resources and Service Administration (HRSA) and the US Department of Housing and Urban Development (HUD).

#### **ATTACHMENT 4**

#### **Overview of the Selection Process**

The Construction Management Consultant, Cooper Pugeda Management, Inc., formerly Turner Construction Company/CPM, JV., was selected through a competitive Request for Qualifications (FRQ) process. This is consistent with selecting professional services contractors.

An RFQ was issued in the paper on October 21, 2000 (CNS1805718). Invitations to participate were not sent out to individual firms. The scope of work specified management services for pre-construction and construction phases and other related, specialized, construction management services as needed. The contract for Management Services would be negotiated on an annual basis. Six proposals were received on December 4, 2000.

The selection process included a scored evaluation and interview. The selection was based on evaluation criteria which were included and explained in the RFQ. The evaluation criteria included the firm's experience as well as key personnel experience with OSHPD-permitted projects; projects conducted around operating hospital or medical facilities; large (\$50M+/-) City and County of San Francisco Projects; utility projects; approach to providing services; and, familiarity with Regulatory, Contractual and Local Issues.

### **ATTACHMENT 5**

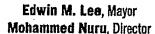
Civil Service Commission Approval

### City and County of San Francisco

### San Francisco Department of Public Worl

Office of the Deputy Director for Financial Management and Administrati Division of Contract Administrat 875 Stevenson Street, Room 4. San Francisco, CA 9411 (415) 554-6230 www.sfdpw.o







#### **MEMORANDUM**

Gordon Choy, Division Manage

May 18, 2012

TO:

Citywide Personal Services Contract Coordinator

Department of Human Resources

FROM:

Gordon Choy, PSC Coordinator

Department of Public Works (90)

SUBJECT:

Civil Service Commission PSC Modification Less than 50% of Approved Amount or Time

Godon Chon

The Public Works Department is proposing to modify an approved Personal Services Contract Summary (PSC) and is requesting your consideration for an administrative review of the PSC Modification because the proposed modification is less than 50% of the Civil Service Commission's approved PSC amount and/or duration.

Following is the information about the PSC modification:

PSC No.

4172-07/08

Approved on: Original-6/16/08; Mod#1-3/2/09; Mod#2-6/14/11

Description: Construction Management Services for the Laguna Honda Hospital Replacement Program

Original Approved Amount	\$8,000,000	Original Approved Duration	06/16/08 through 12/31/10
Modification #1 Amount:	\$7,000,000	Modification #1 Duration	01/01/09 through 12/31/12
Modification #2 Amount:	\$1,700,000	Modification #2 Duration	No Change
Modification #3 Amount:	\$ 550,000	Modification #3 Duration	06/16/08 through 6/30/13
Total Modified Amount:	\$17,250,000	Total Modified Duration:	06/16/08 through 6/30/13

Reason for the modification: The LHH Replacement Program has incurred delays which have necessitated the extension and augmentation of the Construction Management Agreement. In addition, the current Cooper Pugeda Management staff-members assigned to the LHH Replacement Project are familiar with the program and are an integral component of the project team.

Attachment: Copy of Approved PSC Summaries

Thank you for your consideration in issuing an administrative decision on this PSC Modification. Please call me at (415) 554-6230 if there are any questions.

John Thomas - Program Manager Tammy Wong, GSA Human Resources

FOR DEPARTMENT	OF HUMAN RESOURCES U	SE
	, *	

**DHR ACTION:** 

**Approved** 

**Approval Date:** 

· Micki Callahan, Human Resources Director

# LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM AMENDMENT TO THE CONSTRUCTION MANAGEMENT AGREEMENT

### **ATTACHMENT 6**

**Human Rights Commission Approval** 

### City and County of San Francisco

Willie Lewis Brown, Jr. Mayor

### Human Rights Commission

Contract Compliance
Dispute Resolution/Fair Housing
Minority/Women/Local Business Enterprise
Lesbian Gay Bisexual Transgender & HIV Discrimination

October 5, 2000

CONTRACT# Virginia M. Harmon Interim Director

8050-A 800

FILE#

CHRON Task 41

Mr. Michael Lane
Program Manager
Laguna Honda Hospital Replacement Project
Laguna Honda Hospital
375 Laguna Honda Blvd.
San Francisco, CA 94116

OCT 1 0 2000

RE: MBE/WBE Subconsulting Goals
RFQ - Construction Manager for Laguna Honda Hospital
Replacement Project

Dear Michael,

This is to confirm that the MBE/WBE subconsulting goals for the above referenced RFQ will be 25% MBE and 6% WBE. If you need any further information, please do not hesitate to contact me at 558-4014.

Sincerely,

Veronica Ng

Senior Contract Compliance Officer

CC: Virginia Harmon, HRC Harlan L. Kelly, Jr. DPW Kathy How, DPW

Tenner &



25 Van Ness Avenue Suite 800 San Francisco California 94102-6033



TEL (415) 252-2500 FAX (415) 431-5764 TDD (415) 252-2550 http://www.sfhumanrights.org



## LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM AMENDMENT TO THE CONSTRUCTION MANAGEMENT AGREEMENT

#### **ATTACHMENT 7**

Original Agreement

# LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM AMENDMENT TO THE CONSTRUCTION MANAGEMENT AGREEMENT

#### ATTACHMENT 7

**Original Agreement** 

FAML6300 V4.2 CITY/COUNTY OF SAN FRANCISCO PRODUCTION: FAMIS 05/31/2002 TRANSACTION DETAIL INQUIRY LINK TO: ACTIVE DOCUMENT -- POST PERIOD -- POST DATE ----- POSTED BY ----- UNIT ENAT02000024 01 11 2002 MAY 2002 05/31/2002 NG, MARY NS CODE : 140 ESTABLISH A NON-ADPICS ENCUMBRANCE

DOCUMENT REF :

TRANS DESC. : JOB8200A INTERIM CM AGREEMENT LHH REPLACEMENT

AMOUNT : 601,000.00 DUE DATE : SINGLE CHECK : VENDOR NUMBER : 57541 01 TURNER CONSTRUCTION/CPM SERVICES INC A J
INDEX CODE : PWA595LPFLOC BOA-AAT/DA5/13/PP/LHH-CAP PROJ-LOCAL FD
SUB-OBJECT : 02799 OTHER PROFESSIONAL SERVICES USER CD GRANT / GR DTL : PROJ / PJDTL : CHLSNF SNCM50 8200A-TURNER CONSTR/COOPER PUGEDA START DATE END DATE : G/L / SUBSID : BANK NUMBER TREAS NUM

G014 - RECORD FOUND

F1-HELP

CURRENCY CODE : CONV DATE : FOREIGN CURR AMT : F4-PRIOR F5-NEXT F9-LINK F11-NOTEPAD F12-APPR-PATH FACHED TO : DOCUMENT NUMBER : ENAT02000024

PAGE : 01 OF 01

MER CONSTRUCTION/CPM, JOINT VENTURE

(NON-PURCHASING ENCUMBRANCE FOR ON-LINE APPROVAL)

JOB#8200A

DPW#173,547

PROJECT: INTERIM AGREEMENT FOR CM SERVICES FOR LAGUNA HONDA HOSPITAL

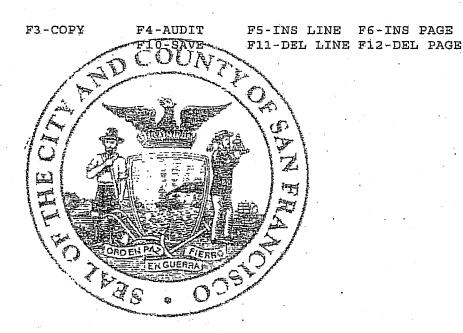
REPLACEMENT PROJECT

PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES ENCOMPASSING ONLY THE PRELIMINARY PROGRAMMING PHASE OF THE DESIGN AND CONSTRUCTION OF THE LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM.

TERM: CERTIFICTION TO JULY 31, 2002

INSURANCE REQUIRED: G/L: \$1M; A/L: \$1M; W/C: \$1M

F1-HELP F7-PRIOR PG F8-NEXT PG G082 - RECORD REPLACED



VERED (1)	ATTACH:		CONTROLLER. Itali ADDENDUM ATTACHED
C Works-BOA	Affention: Michael Lane ExpiraTion  AMOUNI DATE  \$1M 1/1/03  \$1M 1/1/03  \$1M 1/1/03	description 3726 complies	CONTR Grant Grant Detail
DEPARTMENT Public Works-BOA DEPARTMENT CONTROL NO. 473,547 DATE 5/29/2002 1 OF L-CONTRACT NUMBER FROM TO SEND INVOICES IN DI BOA H Floor 30 Van Ness A	StM StM StM StM StM StM	ACHMENTS - Please identify by title or description Business Tax Certificate #348726 Chpt. 12B Equal Benefits: Complies FEM USE	Grant Grant
tigina tigina	INSURANCE RECUIRED WORKER'S COMP COMP. GEN. LIABILITY AUTOMOBILE UMBRELLA OTHER INSURANCE.	ATTACHMENTS - Please identify by title or description  Business Tax Certificate #348726  Chpt. 12B – Equal Benefits: Complies SYSTEM USE	ROVALS  If Not Required WICES - PURCHASER DIRECTOR OF PROPERTY Project Project Project Roject CHLSNF SNGM
17 4 1 1 41	)		Purchaser's Approval Not Required MATERIALS, SUPPLIES, & SERVICES - PURCHASER REAL-PROPERTY LEASES & RENT - DIRECTOR OF PROPERTY User Code Project Project STORY - Project Project Project Project Project STORY - Project Pro
FOSTED FALL STORY OF THE STORY	Provide professional construction management services encompassing only the preliminary programming phase of the design and construction of the Laguna Honda Hospital Replacement Program. Interim agreement ends July 31, 2002.		Purchas MATERIAL: REAL-PROPERT Sub-Object Use 02799
ST. Session	ED, YESINO 1% AND PRODUCTS, ON Managemen ase of the desi		8 6 6 6
	RETAINAGE REQUIRED, YES/NO IF YES, AMOUNT OR % RTION OF SERVICES AND PRODU Sloual construction manaç y programming phase of th Hospital Replacement Pro		A FT/F/SF: 51, CPF 1,OC  ALL STATE STATE WORKS  OF BOARD OR COMMISSION  Index Cade    NA5951,PF1,OC
ADPICS/F. "IIS - FY 2000-2001 CITY/CO. TY OF SAN FRANCISCO CONTRACT PURCHASE ORDER INPUT FORM Complete for Contract Order type Agreements and Contracts MOOUNT OF THIS ENCUMBRANCE 5 601,000 TO TO THIS ENCUMBRANCE 5 601,000 TO TO THE STATE OF THIS ENCUMBRANCE 5 601,000 TO TO THE STATE OF THIS ENCUMBRANCE 5 601,000 TO TO THE STATE OF THIS ENCUMBRANCE 5 601,000 TO TO THE STATE OF THIS ENCUMBRANCE 5 601,000 TO TO THE STATE OF THE STATE	RETAINAGE REQUIRED, YES/NO IF YES, AMOUNT OR % DETAILED DESCRIFTION OF SERVICES AND PRODUCTS.  Provide professional construction managemethe preliminary programming phase of the de Laguna Honda Hospital Replacement Program 31, 2002.		No.: 8200
ADPICS/r "IIS FY 2000-CITY/COC Y OF SAN FRAN CONTRACT PURCHASE ORDER IN CONTRACT PURCHASE ORDER IN Complete for Contract Order type. Agreements and AMOUNT OF THIS: ENCUMBRANCE \$ 601,000 OWNERS INVESTIGATION ON DPW No. 1 CONTRACTOR. Turner Construction/CPM, JV ADDRESS 1625 Clay Street Oaldand, CA 94612		ue us us us us	Fax# (411
ADPICS/r 'CONTRACT PL CONTRACT PL COMPLETE for Contract OWNERS CONTRACTOR THIS: EN CONTRACTOR THIS: EN CONTRACTOR THIP CONTRAC	Tenus of Payment Monthly COMMODITY OR SERVICE CODE:# 7210-20  Modebould #		PREPARED BY (Print) Mary Ng T Phone # (416) 554-6225 APPROVED BY (Spinature) Line Document Number No. Number Su

#### CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS ORDER NO. 173,547

#### APPOINTMENT

Contractor:

Turner Construction/Cooper Pugeda Management, Inc., JV

1625 Clay Street Oakland, CA 94612

is appointed to provide professional construction management services encompassing only the preliminary programming phase of the design and construction of the Laguna Honda Hospital Replacement Program.

Payment will be made upon submission of approved invoice based upon work performed satisfactorily. Total cost not to exceed \$601,000.00. Estimated completion date is July 31, 2002.

Contractor shall indemnify and hold harmless the City & County of San Francisco, its officers and employees and furnish certificates of insurance directly protecting himself, any subcontractors and the City & County of San Francisco. The City & County of San Francisco, its officers, agents and employees shall be named as additional insureds and insurance shall be for:

Commercial General Liability

(bodily injury and property damage)

Business Automobile Liability

(bodily injury and property damage)

Workers' Compensation; Employers' Liability

Professional Liability

\$1,000,000 Single Limit

\$1,000,000 Single Limit

APPROVED:

Edwin M. Lee

Director of Public Works

\$1,000,000 Waived

A Notice To Proceed and a \$601,000.00 Contract Purchase Order will be issued to the Contractor.

Funds are available: Index Code PWA595LPFLOC, FT/F/SF 5L CPF LOC, P/PD CHLSNF SNCM50, SUBOBJ 02799 Job No. 8200A.

RECOMMENDED:

Robert Carlson

Deputy Director for Phancial

Management and Administration

DISTRIBUTION:

DPW Order Clerk (2 unsigned)

Turner Construction/CPM, Inc., JV

Michael Lane, BOA

Accounting, OFFMA

GEC:mmn

Approved: May 28, 2002

City and County of San Francisco
Purchasing Department
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

#### INTERIM AGREEMENT

between the City and County of San Francisco and

### TURNER CONSTRUCTION COMPANY/COOPER PUGEDA MANAGEMENT, INC.

This Interim Agreement ("Agreement") dated for convenience this 6th day of March, 2001, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works: and Turner Construction Co./Cooper Pugeda Management, Inc. (the "CM").

#### Recitals

WHEREAS, the Department of Public Works ("Department") wishes that the CM render professional services in connection with the design and construction of the Laguna Honda Hospital Replacement Program ("Program"); and,

WHEREAS, CM represents and warrants that it is qualified to perform the services required by City as set forth under this Interim Agreement; and,

WHEREAS, the Department and the CM wish to enter into this Interim Agreement for encompassing only the preliminary programming phase of the Program; and

WHEREAS, the parties are in the process of negotiating a comprehensive contract for professional services in connection with the Program, and

WHEREAS, approval for said Agreement was obtained from a Civil Service Commission Notice of Action for Contract Number PSC4269-00/01 on September 18, 2000;

Now, THEREFORE, the parties agree as follows:

### 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 hereunder 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. CM'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.

#### Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from March 15, 2001 to July 31, 2002.

#### 3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and CM has been notified in writing,

#### 4. Services CM Agrees to Perform

The CM agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein. CM further agrees to negotiate in good faith the terms of additional services CM will perform in connection with the Program, and will execute a comprehensive contract, the terms of which must be acceptable to the City. In the event the parties fail to agree on the terms of a comprehensive contract, then all services to be performed by CM will cease immediately and the City shall not be responsible to CM for further expenses or costs. The City will have the right to negotiate a contract with another consultant. CM is obligated to perform all of its services in accordance with generally accepted standards of professional practice in the design and construction administration of projects of similar size and complexity in the San Francisco Bay Area.

#### 5. Compensation

Compensation shall be made in monthly payments on or before the fifteenth day of each month, for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed six hundred one thousand dollars (\$601,000.00) inclusive of fees and costs. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. The fee for the scope of services described in Appendix A is fixed at thirty-one thousand, one hundred dollars (\$31,100.00).

No charges shall be incurred under this Agreement nor shall any payments become due to CM until reports, services, or both, required under this Agreement are received from CM and approved by the Department of Public Works as being in accordance with this Agreement. City may withhold payment to CM in any instance in which CM has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by CM prior to CM's submission of HRC Form 7, "Prime Consultant/Joint Venture Partner(s) and Sub-consultant Participation Report," If HRC Form 7 is not submitted with CM's invoice, the Controller will notify the department, the Director of HRC and CM of the omission. If CM's failure to provide HRC Form 7 is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Form 7 is provided.

Following City's payment of an invoice, CM has ten days to file an affidavit using HRC Form 9, "Sub-Consultant Payment Affidavit," verifying that all subconsultants have been paid and specifying the amount.

#### 6. Guaranteed Maximum Costs

- (a) The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
- (b) Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the CM for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

- (c) Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the CM.
- (d) The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

#### 7. Payment; Invoice Format

Invoices furnished by CM under this Agreement must be in a form acceptable to the Controller, and must include the Contract Progress Payment Authorization number. All amounts paid by City to CM shall be subject to audit by City.

Payment shall be made by City to CM at the address specified in the section entitled "Notices to the Parties."

#### 8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §6.57, any contractor, subconsultant or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subconsultant or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subconsultant or consultant will be deemed to have submitted a false claim to the City if the contractor, subconsultant or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

#### 9. Disallowance

If CM claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, CM shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to CM under this Agreement or any other Agreement.

By executing this Agreement, CM certifies that CM is not suspended, debarred or otherwise excluded from participation in federal assistance programs, CM acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

#### 10. Taxes

- a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of CM.
- b. If this Agreement entitles CM to the possession, occupancy or use of City real property for private gain, then the following provisions apply:
  - (1) CM, on behalf of itself and any permitted successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and CM, and any permitted successor or assign, may be subject to the payment of such taxes.

- (2) CM, on behalf of itself and any permitted successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. CM shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty days after such assignment, transfer, renewal or extension.
- (3) CM further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements under applicable law with respect to possessory interests.

#### 11. Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by CM, shall in no way lessen the liability of CM to correct errors or omissions in its work, equipment, or materials although the errors or omissions of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by CM without delay.

#### 12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of CM. CM will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by CM. CM shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

#### 13. Responsibility for Equipment

City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CM, or by any of its employees, even though such equipment be furnished, rented or loaned to CM by City.

#### 14. Independent Contractor: Payment of Taxes and Other Expenses

a. CM shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. CM is liable for the acts and omissions of itself, its employees and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and CM.

Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of CM's work only, and not as to the means by which such a result is obtained.

b. 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 CM 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 CM 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 CM for City, upon notification of such fact by City, CM shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM 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, CM shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that CM is an employee for any other purpose, then CM agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that CM was not an employee.

#### 15. Insurance

- a. Without in any way limiting CM liability pursuant to the "Indemnification" section of this Agreement, CM must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
  - Workers' Compensation, with Employers' Liability Limits not less than \$1,000,000 each accident; and
  - (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
  - (3) Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- b. Commercial General Liability and Business Automobile Liability Insurance policies must provide the following:
  - (1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees and Members of Commissions.
  - (2) 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.
- c. All policies shall provide thirty (30) days' advance written notice to City of cancellation mailed to the following address:

Department of Public Works
OFFMA - Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94102

- d. Should any of the required insurance be provided under a claims-made form, CM 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.
- e. 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.

- f. 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.
- g. Before commencing any operations under this Agreement, CM must furnish to City certificates of insurance, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City request.
  - h. Approval of the insurance by City shall not relieve or decrease the liability of CM hereunder.

#### 16. Indemnification

CM shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of CM or loss of or damage to property, resulting directly or indirectly from CM's performance of this Agreement, including, but not limited to, the use of CM's 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 in effect on or validly retroactive to the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City to the extent such negligence or misconduct is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on CM, its subconsultants or either's agent or employee.

In addition to CM's obligation to indemnify City, CM 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 CM by City and continues at all times thereafter.

CM 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 in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

#### 17. Incidental and Consequential Damages

CM shall be responsible for incidental and consequential damages resulting in whole or in part from CM's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

#### 18. Liability of City

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 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.

#### Left blank by agreement of the parties

#### 20. Default; Remedies

- Each of the following shall constitute an event of default ("Event of Default") under this Agreement:
  - CM fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, or 42.
  - (2) CM fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten (10) days after written notice thereof from City to CM.
  - (3) CM (A) is generally not paying its debts as they become due, (B) 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, (C) makes an assignment for the benefit of its creditors, (D) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of CM or of any substantial part of CM 's property or (E) takes action for the purpose of any of the foregoing,
  - (4) A court or government authority enters an order (A) appointing a custodian, receiver, trustee or other officer with similar powers with respect to CM or with respect to any substantial part of CM 's property, (B) 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 (C) ordering the dissolution, winding-up or liquidation of CM.
- b. 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, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of CM any Event of Default; CM 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 CM under this Agreement or any other agreement between City and CM all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from CM pursuant to the terms of this Agreement or any other agreement.
- c. 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.

#### 21. Termination for Convenience

- a. 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 CM written notice of termination. The notice shall specify the date on which termination shall become effective.
- b. Upon receipt of the notice, CM shall commence and perform, with diligence, all actions necessary on the part of CM to effect the termination of this Agreement on the date specified by City and to minimize the liability of CM 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:
  - (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

- (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- (3) Terminating all existing orders and subcontracts.
- (4) At City's direction, assigning to City any or all of CM'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.
- (5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (6) Completing performance of any services or work which City designates to be completed prior to the date of termination specified by City.
- (7) 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 CM and in which City has or may acquire an interest.
- c. Within 30 days after the specified termination date, CM shall submit to City an invoice, which shall set forth each of the following as a separate line item:
  - (1) The reasonable cost to CM, for all services and other work City directed CM to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overheadCM. Any overhead allowance shall be separately itemized. CM may also recover the reasonable cost of preparing the invoice.
  - (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that CM can establish, to the satisfaction of City, that CM would have made a profit had all services and other work under this Agreement been completed.
  - (3) The reasonable cost to CM of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.
  - (4) A deduction for the cost of materials to be retained by CM, 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.
- d. In no event shall City be liable for costs incurred by CM or any of its subconsultants after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on 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 such subsection (c).
- e. In arriving at the amount due to CM under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by CM's final invoice; (2) any claim which City may have against CM in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

#### 22. Rights and Duties Upon Termination or Expiration

- a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8, 9, 10, 11, 13, 14, 16, 17, 18, 24, 25, 26, 27, 28, 30, 43, 45 through 48, and 50.
- b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. CM 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. This subsection shall survive termination of this Agreement.

#### 23. Conflict of Interest

Through its execution of this Agreement, CM acknowledges that it is familiar with the provisions of §15.103 and Appendix C 8.105 of City's Charter and §87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions.

#### 24. Proprietary or Confidential Information of City

CM understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, CM may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. CM agrees that all information disclosed by City to CM shall be held in confidence and used only in performance of the Agreement. CM shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

#### 25. Notices to the Parties

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

#### CITY'S ADDRESS:

Department of Public Works OFFMA – Contract Administration 875 Stevenson Street, Room 420 San Francisco, CA 94102

#### CM'S ADDRESS:

Turner Construction Company 1625 Clay St. Oakland, CA 94612

Any notice of default must be sent by registered mail.

#### 26. Ownership of Results

Any interest of CM or its subconsultants, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by CM or its subconsultants in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, CM may retain and use copies for reference and as documentation of its experience and capabilities.

#### 27. Works for Hire

If, in connection with services performed under this Agreement, CM or its subconsutants create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, 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 are the property of the City. If it is ever determined that any works created by CM or its subconsultnats under this Agreement are not works for hire under U.S. law, CM hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, CM may retain and use copies of such works for reference and as documentation of its experience and capabilities. The CM shall retain all rights, including copyrights, in original works of authorship created before the effective date of this Agreement.

#### 28. Audit and Inspection of Records

CM agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. CM will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. CM shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

#### 29. Subcontracting

CM is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

#### 30. Assignment

The services to be performed by CM are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the CM unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

#### 31. Year 2000 Warranty

With respect to its ability to perform its obligations under this Agreement, CM represents and warrants that it will:

- a. not permit a Year 2000 problem to computer systems or equipment owned, operated, licensed, leased, or controlled by it, or its affiliates or subsidiaries, to interfere with its ability to perform this contract;
- b. use commercially reasonable efforts to share information and otherwise fully cooperate with City to minimize the impact of any Year 2000 problem on its ability to perform;
- c. promptly notify City in writing of any facts or circumstances that give it reasonable basis to expect that a Year 2000 problem may adversely affect its ability to perform; and
  - d. include in any existing or future contracts with its own subconsultants which are needed to fulfill its obligations under this Agreement, language substantially similar to the language of this Section to legally bind such subconsultants in the same manner as CM

#### 32. EIC Forms .

- a. CM shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which this Agreement becomes effective (unless CM has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by CM; and (iii) annually between January I and January 31 of each calendar year during the term of this Agreement.
- b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by CM of the terms of this Agreement. If, within thirty (30) days after CM receives written notice of such a breach, CM fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, CM fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.
- c. Any Subcontract entered into by CM shall require the subconsultant to comply, as to the subconsultant's Eligible Employees, with each of the terms of this section.
- d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

### 33. Minority/Women/Local Business Utilization; Liquidated Damages

#### a. Compliance

CM understands and agrees to comply fully with all provisions of Chapter 12D.A ("Minority/Women/Local Business Utilization Ordinance--IV") of the San Francisco Administrative Code and agrees to include this paragraph in all subcontracts made in fulfillment of the CM's obligations under this Agreement. Said provisions are incorporated herein by reference and made a part of this Agreement as though fully set forth. CM's willful failure to comply with Chapter 12D.A is a material breach of contract.

#### b. Enforcement

If CM willfully fails to comply with any of the provisions of Chapter 12D.A, the rules and regulations implementing Chapter 12D.A, or the provisions of this Agreement pertaining to MBE or WBE participation, CM shall be liable for liquidated damages in an amount equal to CM's net profit on this Agreement, or ten percent (10%) of the total amount of this Agreement, or one thousand dollars (\$1,000), whichever is greatest. The Director of the City's Human Rights Commission (HRC) may also impose other sanctions against CM authorized in Chapter 12D.A, including declaring the CM to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the CM's MBE or WBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to §12D.A.16C.

By entering into this Agreement, CM acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. CM further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to CM on any contract with City.

CM agrees to maintain records necessary for monitoring its compliance with Chapter 12D.A for a period of three years following termination of this contract.

#### c. Subcontracting Goals

The MBE/WBE subcontracting participation goal for this contract is 25% MBE, 6% WBE. CM shall fulfill the subcontracting commitment made in its bid or proposal, assuming that additional services are provided under terms of a future comprehensive agreement as described in paragraph 4 and that the terms of paragraph 21 are not invoked. Each invoice submitted to City for payment shall include the information required in HRC Form 6. Failure to provide HRC Form 6 with each invoice submitted by CM shall entitle City to withhold 20% of the amount of that invoice until HRC Form 6 is provided by CM.

CM shall not participate in any back contracting to the CM or lower-tier subconsultants, as defined in Chapter 12D.A, for any purpose inconsistent with the provisions of Chapter 12D.A, its implementing rules and regulations, or this Section.

#### d. Subcontract Language Requirements

CM shall include in all subcontracts with MBEs or WBEs made in fulfillment of CM's obligations under this Agreement, a provision requiring CM to compensate any MBE or WBE subconsultant if CM does not fulfill its commitment to use the MBE or WBE subconsultant. Such provisions shall also state that it is enforce able in a court of competent jurisdiction.

Subcontracts shall require the subconsultant to maintain records necessary for monitoring its compliance with Chapter 12D.A for a period of three years following termination of this contract.

#### e. Payment of Subcontractors

CM shall pay its subconsultants within three working days after receiving payment from the City unless CM notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between CM and its subconsultant and the Director waives the three-day payment requirement.

CM further agrees, within ten working days following receipt of payment from the City, to file an affidavit with the Controller, under penalty of perjury, that the CM has paid all subconsultants. The affidavit shall provide the names and addresses of all subconsultants and the amount paid to each. Failure to provide such affidavit may subject CM to enforcement procedure under Administrative Code §12D.A.16.

#### 34. Nondiscrimination; Penalties

#### a. CM Shall Not Discriminate

In the performance of this Agreement, CM agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with CM, in any of CM's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by CM.

#### b. Subcontracts

CM shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the S.F. Administrative Code (copies of which are available from Purchasing) and shall require all subconsultants to comply with such provisions. CM's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

#### c. Nondiscrimination in Benefits

CM 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 bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the S.F. Administrative Code.

#### d. Condition to Contract

As a condition to this Agreement, CM shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

#### e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the S.F. Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. CM shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, CM understands that pursuant to §12B.2(h) of the S.F. Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against CM and/or deducted from any payments due CM.

#### 35. MacBride Principles—Northern Ireland

Pursuant to S.F. Administrative Code §12.F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of CM acknowledges and agrees that he or she has read and understood this section.

#### 36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to S.F. Administrative Code §121.5(b), the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

#### 37. Drug-Free Workplace Policy

CM acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. CM agrees that any violation of this prohibition by CM, its employees, agents or assigns will be deemed a material breach of this Agreement.

#### 38. Resource Conservation; Liquidated Damages

Chapter 21A of the S.F. Administrative Code ("Resource Conservation") is incorporated herein by reference. Failure by CM to comply with any of the applicable requirements of Chapter 21A will be deemed a material breach of contract.

In the event CM fails to comply in good faith with any of the provisions of Chapter 21A, CM will be liable for liquidated damages in an amount equal to CM's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. CM acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to CM from any contract with City.

#### 39. Compliance with Americans with Disabilities Act

CM acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. CM shall provide the services specified in this Agreement in a manner that complies with the applicable design guidelines and administrative regulations of the ADA and any and all other applicable federal, state and local disability rights legislation. CM agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of CM, its employees, agents or assigns will constitute a material breach of this Agreement.

#### 40. Sunshine Ordinance

In accordance with S.F. Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

#### 41. Public Access to Meetings and Records - Not applicable.

#### 42. Prohibiting City Business with Burma

By its execution of this Agreement, CM attests that it is not the government of Burma (Myanmar), a person or business entity organized under the laws of Burma (Myanmar) or a "prohibited person or entity" as defined in S.F. Administrative Code §12J.2(G). The City may terminate this Agreement for default if CM violates the terms of §12J.2(G).

Chapter 12J of the S.F. Administrative Code is hereby incorporated by reference as though fully set forth herein. The failure of CM to comply with any of its requirements shall be deemed a material breach of contract. If CM fails to comply in good faith with any of the provisions of Chapter 12J of the S.F. Administrative Code, CM shall be liable for liquidated damages for each violation in an amount equal to CM's net profit under the contract, or 10% of the total amount of the contract, or \$1,000, whichever is greatest. CM acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any moneys due to the CM from any City contract.

#### 43. 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 thereafter.

#### 44. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. CM shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than twenty percent (20%).

#### 45. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

#### 46. 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.

#### 47. Construction

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

#### 48. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 44.

#### 49. Compliance with Laws

CM shall keep itself fully informed of the City's Charter, codes, ordinances 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.

#### 50. 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.

IN WITNESS WHEREOF, the parties hereto have exec above.	uted this Agreement on the day first mentioned
CITY	CONTRACTOR
Recommended by:	
Harl Dully	Without Sim
Signature for Department	Authorized Signature
Ilada I Volta	Michael O'Brien Vice-Prestdent&Kegional Manager, Turner Construction
Harlan L. Kelly Printed Name	Printed Name & This
Deputy Director of Public Works	Small Rg. La
Title and Department	Authorized Signature/
	Ismael Pugeda President, CPM Services, Inc
	Printed Name & Title
Approved as to Form:	Turner Construction/CPM Services. Inc a Joint Association
	Company Name
Louise H. Renne Dennis, J. Herrera City Attorney	222 Keamy Street , Suite 308
City Andrews	Address
By Junch Ille	•
Deputy City Attorney	San Francisco, CA 94104
Approved:	City, State, ZIP
11 11 11	
Hade & Tell XI	(415)274-2900
Edwin M. Lee	Telephone Number
Director of Public Works	
Approved:	94-3406664
	Federal Employer ID Number
11/1/1/2	
William L. Lee	

#### APPENDICES

City Administrator

A: Services to be Provided by CM

B: Calculation of Charges

### Appendix A Services to be Provided by CM

#### 1. Description of Services

Upon authorization by the City to proceed, the CM shall provide the following services:

- Develop the construction staging and phasing for the projects that make up the Program.
- Provide detailed baseline cost loaded schedules for each project to facilitate the technical and financial planning of the Program.
- Provide detailed construction cost estimates and reconciliations with the Architect's estimates, for the major design phases (SD, DD, CD) of each of the projects.
- Provide detailed analyses of the Architect's bid documents for the projects that make up the Program. The analyses will be for constructibility, completeness and consistency of the documents.
- Participate in Value Engineering during the major design phases of each of the projects.
- Provide a report recommending changes or enhancements to the program management procedures.
- Provide expert contractual and technical input on Division 0 and 1 and 2 through 16 for each
  of the construction projects.
- Provide a initial and final report recommending enhancements to the current method of contracting or recommending alternate methods of contracting the construction projects.
- Provide a Cost Loaded Schedule.
- Provide a updated/ revised CPM Schedule each month.

#### 2. Reports

CM shall submit a Monthly Status Report no later than the 5<sup>th</sup> business day of each month for the work performed during the preceding month. The CM's Monthly Status Report shall:

- Detail the progress of all of the deliverables listed in the following Deliverables section.
- Discuss any issues that are impacting the CM's ability to meet the deadlines for deliverables.

#### 3. Deliverables

The CM shall provide the following:

	DATE
Reconciliation with Hanscomb's estimate for the 40% construction documents	July 13, 2001
for the Combined Driveway Project	
New Estimate for 90% construction documents for Combined Driveway Project	August 17, 2001
Prepare a review of the contract documents for the Combined Driveway Project	August 17, 2001
Reconciliation with Hanscomb's for 90% construction documents for the Combined Driveway Project	August 24, 2001
Report detailing Value Engineering options for the 90% construction documents for Combined Driveway	September 17, 2001
Cost loaded schedule for all projects totaling \$401.6M	August 3, 2001
Schematic Design estimate for the Replacement Facility	August 3, 2001
Construction staging and phasing plan for all the projects that make up the program	August 7, 2001
Reconciliation with Hanscomb's estimate for the Replacement Facility	August 10, 2001
Report detailing Value Engineering options for the Replacement Facility	August 17, 2001
Provide a initial report recommending enhancements to the current method of	August 17, 2001
contracting or recommending alternate methods of contracting the construction projects	
Reconciliation with Hanscomb's Schematic Design estimate for the Replacement Facility	October 19, 2001
Provide Cost Disclosure Statements for Turner Inc./CPM and sub consultants as stated in the CM Request for Qualifications	October 31, 2001
Conceptual estimate of Assisted Living	November 26, 2001
Provide a final report recommending enhancements to the current method of	December 14, 2001
contracting or recommending alternate methods of contracting the construction	
projects	
Coordination of Utility cutovers for the Temporary Utilities Project	December 31, 2001

#### Appendix B Calculation of Charges

The Personnel or Hourly Rates for the following firms are shown at the following exhibit pages. All personnel or hourly rates shall be at the prevailing market rates charged by CM Consultants to their most favored clients.

LIST SUBCONSULTANTS & CORRESPONDING EXHIBIT PAGES ON THIS PAGE PROVIDE EXHIBITS SHOWING HOURLY RATES OF PERSONNEL

Attachment B, Calculation of Charges Laguna Honda - Interim Agreement Sept - Dec 2001 Projected

						•	
				CONSULTANTS' COST 7%, FEE	SUB CONSULTANTS' 2% mark-up	\$278,000.00 ATTACHMENT B PG. 1 \$501,000.00	INDITION SOS SONAMO I IV
Extension \$35,686.13 \$0.00 \$36,944.16 \$19,660.80 \$8,10,581.49 \$20,139.75 \$5,959,45 \$11,059.74 \$4,409.66	\$8,411.40 \$11,215.20	\$0.00 \$4,344.96 \$13,112.00		\$16,899.96 \$207,312,36 \$ 14,600.00	\$ 1,087.64 s \$223,000.00	\$278,000.00	
Billing Rate \$173.23 \$189.43 \$139.94 \$102.40 \$71.67 \$86.33 \$145.94 \$165.54 \$138.25	\$ 140.19 \$ 140.19	\$ 93.31 \$ 135.78 \$ 74.50		\$ 136,29			
TOTAL 206 0 264 192 124 138 38	09	0 32 176		124			
DEC 50 00 00 00 00 00 00 00	00	<b>100 - 00</b>		35			
NOV 65 65 60 60 60 60 60 60 60 60 60 60 60 60 60	00	00		32			
0CT 0 0 80 80 60 60 60 60 20 20 16	00	8 40	: "	40		.*	
SEPT 48 104 112 112 64 64 64 78 78 78 78	90 90	16 128		20			
HOURLY RATE 66.20 72.39 67.07 45.01 27.39 32.61 65.77 63.28 62.83	150	38.40 55.88 30.66	50.00 36.52 34.57 20.87	56.09			
TURNER Craig Bjorkman Willy Mautiner Jerry Bonebrake Gwen Bul Shirzai, Daud Hoedicke, Frank Corsair, Steve Dale Davis Greg Smith Olivia Rocha	POWELL Tanya Powell Sr. Mechanical	OCPM  Dan Banks Ismael Pugeda Bert Fellx	CM WEST Lionel Reclo Ed Lopez Ted Paetz Admin/Acct.	BDI Kevin O'Neil			

ALLOWANGE FOR ADDITIONAL \$100,000.00 SERVICES AS DIRECTED BY THE CITY \$601,000.00 TOTAL

Altachment B, Calculation of Charges Laguna Honda - Interim Agreement May - Aug 2001

				•	
Extension \$78,988.32 \$6,958.80 \$48,699.12 \$10,240.00	\$36,449.40	\$8,211.28 \$8,689.92		\$24,532.20	
Billing Rate Less 7% Fee \$ 173.22 \$ 173.97 \$ 139.94 \$ 102.40	140.19	93.31		136,29	
e se se se se se se se se se se se se se	· <del>(7</del>	<i>ሁ</i> ን ሁን		₩.	
TOTAL 456 40 348 100	260	88		180	-
AUG 114 12 96	80	16		90	
JULY 114 16 172 100	120	24	. •	48	
JUNE 114 8 8 40 16	20	24 16		48	
MAY 114 8 40	. 40	16		24	
HOURLY RATE 66.20 66.48 53,48 39.13	150 113 113	38.40 55.88 30.66	50.00 36,52 34.57	56.09	ALLOWANGE
TURNER Craig Bjorkman Willy Mautner Jerry Bonebrake Gwen Bui Mike Spector	POWEL Tanya Powell Sr. Mechanical Sr. Electrical	CPM Dan Banks Ismael Pugeda Bert Felix	CM WEST Lionel Recio Ed Lopez Ted Paetz	BDI Kevin O'Neil	OLYMPIC
SHEET	<b>.</b>	E 612	E E	Ви	

\$8,460.00 \$234,505.84 CONSULTANTS' COST \$16,500.00 7% FEE \$ 1,726.86 SUB CONSULTANTS' 2% mark-up \$252,732.70 \$25,267.30 10% CONTINGENCY \$25,267.30 P O W E L L

E N T E R P R I S E S

Construction Consulting

July 27, 2001

Mr. Craig Bjorkman TURNER CONSTRUCTION COMPANY. 1625 Clay Street. Oakland, California 94612

RE: Laguna Honda Hospital Rates for Powell Enterprises

VIA FACSIMILE 1 page including this one. (510) 267 0787

Dear Craig:

Thank you for selecting Powell Enterprises as your MEP Estimator for the Laguna Honda Project.

Powell Enterprises proposes the following rates for the Project.

Principal Estimator - \$150.00 Senior Electrical Cost Estimator - \$112.75 Senior Mechanical Cost Estimator - \$112.75

These rates include all costs for labor, overhead and profit. As you know Powell Enterprises is sole proprietorship, and usually has a straight rate for services performed.

If you have any questions or require additional information please call me at (415) 835-1331.

Thank you for your consideration.

Sincerely,

POWELL ENTERPRISES

Tanya Powell - Principal

<sup>2</sup> Embarcadere Center • Suite 200 • San Francisco, California 94111 • (415) 835-1331 • FAX (#15) 835-1350



# CONSTRUCTION MANAGEMENT WEST, INC.

649 Front Street, 1st Floor - San Francisco, CA 94111 - Office (415) 397-6102 Fax (415) 397-4441 email: cmwcst@flash.net - www.cmwestco.com

June 15, 2001

Mr. Craig Bjorkman Project Manager Turner Construction Company 1625 Clay Street Oakland, CA 94612-1531

RE: LAGUNA HONDA HOSPITAL REPLACEMENT CM West Personnel Rates

Dear Mr. Bjorkman:

We are pleased to provide you with our hourly rates as requested for this project.

Personnel	Position	Base Hourly	Multiplier	Billing Rate
Lionel J. Recio, A.I.A.	Principal Claims Analysis	\$ 50.00 / hr	3.0	\$ 150.00 / hr
Edward H. Lopez	Superintendent	\$ 36.52 / hr	3.0	\$ 109.56/hr
Theodore J. Paetz	Field Inspector	\$ 34.57 / hr	3.0	\$ 103.71 / hr
Robert A. Muller	OSHPD Inspector	\$ 36.52 / hr	3.0	\$ 109.56 / hr

If you need additional information regarding reimbursable expenses or overhead detail, please advise.

Very truly yours,

Lionel J. Recio, A.I.A.

President

LJR/forc



#### BUSINESS DEVELOPMENT, INC.

Construction Management & Engineering Services

August 3, 2001

Craig Bjorkman Turner Construction Company 1625 Clay Street Oakland, CA 94612-1531

RE:

Laguna Honda Replacement Program Construction Management

Services Project - Rates/Mulitiplier

We propose a 2.6 multiplier for this project. This rate is consistent with the rates for our other projects.

Please find listed below our proposed staff for the preliminary stage of the project.

Project Coordinator

Kevin O'Neill

\$56.09

Project Receptionist

Dorothy Herron

\$22.52

If you have any questions or concerns, please call me at (415) 671-2150.

Sincerely,

BUSINESS DEVELOPMENT, INC.

Cloteal Earby,

Senior Accountant

#### HRC FORM 2A: PROFESSIONAL SERVICES

Section 1: MBE/WBE Sub-consultant Participation

This section is to be completed for the proposal, and for all modifications to this proposal/contract. All prime consultants, individual joint venture partners, subconsultants, lower tier subconsultants and any other vendors participating in the project must be listed. However, participation by MBE or WBE prime consultants or joint venture partners is not to be counted towards meeting the subconsultant goals. This form is also to be completed for all contract modifications that exceed the original contract amount by more than 20%. This form is also to be completed for all contract modifications that exceed the original contract amount by more than 20%. Shaded areas are for HRC/departmental office use only.

GOAL LEVEL:

MBE GOAL;

FAMIS AWARD DATE:	CONTRACT NAME: CAGUNA HONDA HOSS. REPLACE WE GOAL:						
VENDOR#:	CONTACT PERSON: CRAIG BJORK MAN OTHER GOAL (specify):  ADDRESS: (CLAI ST. OHKLAN)  PHONE: 575 267 - 8180						
*Type: Indicate if consultant is a prime	(P),.JV	partner (J), fu	est tier sub (FS), lower tier	sub (LS)			
Type* CONSULTANT		PORTION OF	WORK (briefly describe the will be performed by each consultant)	Indicate MBE or WBE	PERCENT OF WORK	% of Proposal Amut for each MBE	% of Proposa Amnt fo each WBE
J CPM SERVICES		SCHEDM	LES ENG ASSIST	MBÉ		40%	
FS CM WEST			UPERVISION	MBE		12%	
FS BUSINESDEN IN	16.	FIELD	SUPERNSION	MBE		12%	
FS POWEL ENTERP	7015¥	3 ESTT	MATING	WEE			67.
							<del></del>
		,					
		<u> </u>					
			Post-it* Fax Note  To Oulf Corne Co.Dept. V CPM  Phone # 543 - 6  Fax # 543 - 6	Co.	159/18/06/pages " Charisatte LHHH 159-	ruanda	
					.	1	
	TOTA	L CLAIMED	MBE & WBE PARTIC	IPATION:			<del></del>
declare, under penalty of perjury under ortions of work as reflected in my com	r the lav pany's	ws of the State	<del></del>	<del></del>	ve MBE/WBE sub	consultants	for the

HRC FORM 2A: Page 1 of 2

Owner/Authorized Representative (Print):

J03#

CONTRACT NO:

FAMIS DOC#:

8-00A

#### SECTION 2: CONTRACTOR/VENDOR INFORMATION (Shaded Areas HRC Use Only)

Provide information for each firm listed in HRC Form 2A Section 1 (Consultant, its joint venture partner, subconsultants and lower tier subconsultants). Firms that have previously worked on City contracts may already have a vendor number. Such firms may enter their number instead of completing the rest of the information. Use additional sheets if necessary.

FIRM NAME: (PM) SERVICES	CONTRACT #:
ADDRESS: 60+ MARKET ST.	VENDOR #:
CITY: SAN FRANCISCO	FEDERAL I.D.#:
	1194105
PHONE #: (415)543-6515	
SERVICE: SCHEDNLING/FIEL	ENG.
FIRM NAME: CTN WEST	CONTRACT #:
ADDRESS: C130 Manthower	VENDOR#:
CITY: SAN FRANCISCO	FEDERAL I.D.#:
STATE: CA	
PHONE#: (94133	
SERVICE: FIELD SUPERV	SION
FIRM NAME: POWELL ENTEICHE	CONTRACT#:
ADDRESS:   MAJCKET PLA	A - SPEAR TOWER VENDOR#
CITY: SAN FRANCISCO	FEDERAL I.D.#:
STATE: CA 9	1105
PHONE #: 415) 293 - 8170	
SERVICE: ESTIMATING	
FIRM NAME: BUSINESS DEVI	LOPMENT INC. CONTRACT#:
ADDRESS: 1790 YOSEMITE	AVE 2rd FL. VENDOR#
CITY: SAN FRANCIS (O.C.	l managana a sa sa sa sa sa sa sa sa sa sa sa sa
STATE: CA	STATE:
PHONE #: (415) 671-2150	
SERVICE: FIBED SUPERN	SION LONG LANGE CONTRACTOR OF THE STATE OF T
FIRM NAME:	CONTRACT #:
ADDRESS:	VENDOR#
CITY:	FEDERALID#:
STATE:	СІТ
PHONE #: ( )	
fSERVICE	

HRC FORM 2A: Page 2 of 2

# LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM AMENDMENT TO THE CONSTRUCTION MANAGEMENT AGREEMENT

## **ATTACHMENT 8**

Assignment and Assumption Agreement

City and County of San Francisco Department of Public Works Contract Administration 875 Stevenson Street, Room 420 San Francisco, CA 94103-0935

#### TURNER CONSTRUCTION COMPANY COOPER PUGEDA MANAGEMENT, INC. JOINT VENTURE DPW No. 173,547

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made this day of May, 2003 among and between TURNER CONSTRUCTION COMPANY (Turner), a corporation with offices at 1625 Clay Street, Oakland, CA 94612 and COOPER PUGEDA MANAGEMENT, INC. (CPM), a California corporation with offices at 607 Market Street, 2<sup>nd</sup> Floor, San Francisco, CA 94015 and the CITY AND COUNTY OF SAN FRANCISCO (City), a municipal corporation acting by and through its Department of Public Works.

#### RECITALS

WHEREAS, On or about the first day of September, 2001, Turner and CPM formed a joint venture (Turner/CPM) pursuant to an agreement (JV Agreement) to submit a proposal to the City and if selected by the City, to negotiate, enter into, and perform construction management services in support of the City's Laguna Honda Hospital Replacement Program (Project);

WHEREAS, On or about the 31st day of May, 2002, Turner/CPM and the City entered into a construction management contract (Original Contract) currently priced at \$3,220,024;

WHEREAS, The City has now decided to proceed under a Construction Manager-at-Risk (CM-at-Risk) project delivery method;

WHEREAS, The proposed CM-at-Risk approach reduces the scope of services and price which was to be performed by Turner/CPM;

WHEREAS, The City and Turner/CPM intend to amend the Original Contract to reduce the scope of work and price; and

WHEREAS, Turner/CPM wishes, with the City's and CPM's consent, to assign the reduced Original Contract to CPM alone so that Turner may compete for the proposed CM-at-Risk contract;

NOW THEREFORE, the parties agree as follows:

- 1. This Agreement shall become effective on the day the last person signs this Agreement (Effective Date).
- CPM agrees to be bound by and to perform the remaining and future obligations of the Original Contract and all modifications thereto.
- 3. Turner/CPM agrees and hereby assigns all rights, privileges and obligations it may have in the Original Contract to CPM, except as provided in section 4.

Assignment and Assumption Agreement

-1

Turner/CPM

- 4. CPM agrees to assume all obligations and liability of, and all claims against, Turner/CPM under the Original Contract. Notwithstanding the forgoing, Turner and CPM shall remain jointly and severally liable for all obligations of Turner/CPM under the Original Contract up to the Effective Date of this Agreement. Turner and CPM shall provide any and all appropriate insurance certificates and endorsements. The parties shall amend the Original Contract to reflect this provision.
- 5. By this Agreement, CPM is entitled to all rights, title and interest of Turner in and to the Original Contract as of the Effective Date of this Agreement.
- 6. Each party agrees to perform any further acts and to execute and deliver any additional documents that may be reasonably necessary or appropriate to carry out the provisions and intent of this Agreement.
- 7. Henceforth, all references in the original agreement to Turner/CPM shall mean CPM. All future payments under the Original Contract will be made to CPM.
- 8. This Agreement constitutes the entire agreement among the parties concerning their rights and obligations with respect to the assignment and assumption of the Original Contract. This Agreement may be amended or modified at any time with respect to any provision only by a written instrument executed by authorized representatives of each of the parties in the same manner as this Agreement.
- 9. This Agreement may be executed in counterparts.
- 10. Turner, CPM, and the City consent to all of the provision of this Agreement.

IN WITNESS WHEREOF, the parties affix their signatures hereto.

CITY	_CONTRACTOR
Harl D Villy	Dans Ballon
Signature for Department	Authorized Signature
	H.
<b>J</b>	Michael O'Brien
Harlan L. Kelly, Jr.	Vice President & Regional Manager
Printed Name	Turner Construction Management Printed Name and Title
1 Interest Administration	
Approved as to Form:	Authorized Signature
TAPLE THE DE TO LEAD T	Addionized Signature 7
Dennis J. Herrera	Ismael Pugeda, President
City Attorney	Cooper Pugeda Management, Inc.
	Printed Name and Title
$\mathcal{L}_{\mathcal{L}}}}}}}}}}$	
De line Mar	Turner Construction Company/
Deputy City/Attorney	Cooper Pugeda Management, Inc.
Deputy City(Attorney	Company Name
	1625 Clay Street
Approved;	Address
01/12010 6	
del I del	
This	Oakland, CA 94612
Edwin M. Lee Director of Public Works	City, State, ZIP
Director of Fuotic Works	•
· .	(415) 274-2900
Approved:	Phone Number
UNIII A	
$1/V_{A}/V_$	
William T. T.	94-3406664
William L. Lee City Administrator	Federal Employer ID Number
Cità vonumengioi.	•

# LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM AMENDMENT TO THE CONSTRUCTION MANAGEMENT AGREEMENT

## **ATTACHMENT 9**

**Contract Modification Matrix with Forecast** 

Firm	Work Plan	Total Modified	Work Plan 2002	Total Modified Contract	Work Plan	Total Modified Contract	Scope Reduction	Total	Work Plan 2004	Total Modifier Contract
Furner Total	2001 326,176	326,176	416,437	742,613	485,527	1.228.140	(2003) (2B1,964)	946,176	0	
	36,763	36,763	276,860	313,624	397,651	711,274	(110,52B)	600,746	609,961	1,210,707
CPM Total	44,332	44,332	205,329	249,661	409,686	659,348	(39,564)	619,784	336,940	956,724
স Total	•	-					(24,007)	188,593	0	188,593
Jwell Total	60,001	60,001	68,100	148,101	64,499	212,600				1
CM West Total	0	0	55,469	55,469	145,862	201,331	(75,684)	125,647	35,200	160,847
Andromeda Consulting Group				0	. 0		اه	. 0	١.	١ .
JKL Construction	. 0	ļ °		ľ		ľ				
Additional Service Requests (ASR): Olympic	8,460	8,460	0	8,460	. 0		. 592	9,052		9,052
MCS ASR 1 - FW Associates			0 21,130	21,130	0	21,130	1,200	1,200 21,130		1,200 21,130
ASR 2 - Testing & Inspection/8400A (AME) ASR 2A - Testing & Inspection/8400A (AME)			15,595 0	15,595 0	0		0	15,595 12,000		15,595 12,000
ASR 2B - Testing & Inspection/8400A (AME) ASR 2C - Testing & Inspection/8400A (AME)			Ì							1
ASR 3 - Testing & Inspection/8410A (AME) ASR 5 - Jacques Consulting			3,060	3,060	0 0		6,790 (60)	6,790 3,000		6,790 3,000
ASR 6 - Nyland Construction ASR 7 - Air Montoring Equipment			15,000 6,260	15,000 6,260	0 0		(1,204) 680	13,796 6,940		13,796 6,940
ASR 9 - CM-at-Risk Consulting Svcs. (Western Construction Consultants) ASR 9 - Virtual Tour (Regency Virtual Studio)				0	6,000 15,000		0 25,000	6,000 15,000		6,000 15,000
ASR 9A - Virtual Tour (Regency Virtual Studio)			Ö	0	0	0	0 0	25,000 14,279		25,000 14,279
ASR 9B - Virtual Tour (Regency Virtual Studio) ASR 9C - Virtual Tour (Regency Virtual Studio)			ō	0	156,900	0	38,250	2,212		2,212
ASR 10 - Document Review (Redi-Check Pacific) ASR 11 - Topographic Survey (Martin M. Ron Associates, Inc.)			0	0	8,575	156,900 8,575	1,425	195,150 10,000		195,150
ASR 13 - Team Retreat & Partnering Facilitator (Anne Godfrey) ASR 13A - Partnering Facilitator (Anne Godfrey)		}		1		1				75
ASR 13B - Team Retreat & Partnering Facilitator (Anne Godfrey) ASR 15 - LHHRP Team Allowance		1	. "	1		1	·	*:		1
ASR 15A - LHHRP Team Allowance ASR 15 Temporary Facilities (Siemens)							4,800	4,800		4,800
ASR 17 - Fire Safety Solutions (Greg Granados) ASR 18 - Safety Consultant (TBD)			0	0	0	0	5,600 25,000	11,600 3,643	1	11,600 3,643
ASR 19 - EIR Required Documentation/Survey (ARG) ASR 20 - F-3 Engineering Svcs. (Siemens)	s style	ļ	0	6		0,	24,750	24,750 3,100	. 4. Tr	24,750 3,100
ASR 21 - Construction Signage (Radius Svcs.) ASR 22 - Ground Breaking Photographer (Thomas John Gibbons)		1	<sub>n</sub>				p	2,436 927		2,430
ASR 22A - Ground Breaking Parking (Forest Hill Christian Church)	1.5			"		-			ļ	
ASR 23 - Mock-up/8415A (Marathon Computer) ASR 23A - Mock-up/8415A (Direct TV)									-	
ASR 23B - Mock-up/8415A (Best Buy) ASR 24 - Program Cost Controls: DB/Hardware/Software		1					l			1 .
ASR 25 - Program's Storage Supplies ASR 25A - Program's Storage Supplies									1	
ASR 26 - Program's Data Base Development & Maintenance (Ulvi Cetin, CPM) ASR 27 - Remodel Fire Alarm Design Svcs. (Siemens)			-							
ASR 28 - Archeaelogical Monitoring (Holman & Assoc.) ASR-29 - Signs Direct	<b>.</b> .				ļ				ļ	'
ASR-30 - Flo-Gages ASR-31 - Diablo Boller (Phase 1)		'								
ASR-32 - Diablo Boller (Phase 2) ASR-33 - Diablo Boller						1				1
ASR-34 - Djablo Boller Remedial Work		1								
ASR-35 - Northern Energy ASR-36 - Fluid Gauge Company	, .			1	,	`				
ASR-37 - Hurst Boiler & Welding Co. Inc. ASR-38 - Vital Therm									1	
ASR-39 - Diablo Boller ASR-40 - Diamond Fence Co. Inc.									-	
ASR-41 - Norther Energy ASR-42 - Construction Testing Services, Inc.			, ,		,	ļ.			** :	1
ASR-42 - Construction Testing Services, Inc. ASR-43 - Elite Reprographics (CM-at-Risk Reports)					,					
ASR-44 - Controlco Automation Dristributors ASR-46 - Diablo Boilers - Addendum to the Quote dated 02/17 Installing a Pump Trap				1					j	
ASR-47 - Mobile Modular - Request for Monthly Trailer Lease ASR-48 - Estimating Manuals			· ·							
ASR-49 - Request for file Service at Laguna Honda Jobsite ASR-50 MCAA Labor Manual Maintenance Fee	1		]· ·						-	1
ASR-51 Siemens Fire Safety ASR-52 Mechanical Traser Electrical Trade Book			1 23			1	1			
ASR-53 FF&E Interviews										
ASR-54 Flashlights ASR-55 Trades Services - Software/Published Services										1
ASR-56 Mechanical Contractors Association of America Estimating ASR-57 Group Mobile Computers						1	. :		1	ŀ
ASR-58 Trade Services - Software/Published Services ASR-59 Material Testing 3rd Floor Framing/Materials Handling/H Wing		,						[	1	
ASR-61 - Mechanical Contractors Association of America, Inc. ASR-62 - Concrete Strength Testing Wing H	1					1				
ASR-63 - Request for trade Services Renewal (12/01/08 - 12/01/09) ASR-64- Applied Materials and Engineering Inc.					1000					
ASR-65- Mobile Modular - Trailer Removal 06/26/09 ASR-66- Existing Building Remodel - Investigation Roof Slab			`				ĺ		1	
ASR-67 - Move Consultant Interviews ASR-68 - Xolore Technologies Corp Repair Tablets										
ASR-69 - Trade Services and MCAA Subscriptions										1
ASR-70 - Contractors Services (March/April) ASR-71 - RS Means Cost Data Book									1	
ASR-72 - Contractor Services for Stephanie Clarke-Finch ASR-73 - Contractor Services for Stephanie Clarke-Finch				1.				1	1	
ASR-74 - Contractor Services for David Gibbs ASR-75 - Audit Turner Construction Contract				_					.] .	
Additional Services Total	8,460	8,460	63,030	71,490	186,475	257,965	159,339	411,900	'	0 411,97
Fund temporary positions under allowance Mark Evans (CPM)	1				1	1	•			
Jim Klee (CM West)		1.	1			- [		}		
Total Reduction from Allowance	400 000	,	30.50	404 00	me 277	75 75	400 500	250 044	150,00	
Allowance	125,26		36,567	1			1 .	269,219	1	
TOTAL	601,000	601,000	1,141,793	1,742,793	1,477,232	3,220,024	(57,884)	3,162,06	5   1,132,10	1 4,294,24
E/WBE PARTICIPATION										

Mod No. 8 extended the term through June 30, 2011. No monetary value. Mod No. 15 extended the term through December 31, 2012.

CONSTRUCTION MANAGEMENT SERVICES				,		٠.				
	Mo	d #5		d #6		d #7		d #9		#10 Total Modified
Firm	Modification Amount	Total Modified Contract	Modification Amount	Total Modified Contract	Modification Amount	Total Modified Contract	Modification Amount	Total Modified Contract	Modification Amount	Contract
Turner Total	. 0	946,176	0	946,176	. 0	946,176	-	946,176	0	946,176
CPM Total	507,106	1,717,813	820,631	2,538,445	900,611	3,439,055	1,117,826	4,556,881	438,375	4,995,256
BDI Total	349,233	1,305,957	(211,469)	1,094,488	426,811	1,521,299	281,534	1,802,833	1,700	1,804,533
Powell Total		188,593	0	188,593	0	188,593	0	188,593	. 0	188,593
CM West Total	19,165	180,012	303,341	483,353	409,902	893,255	668,702	1,561,958	130,165	1,692,123
Andromeda Consulting Group			,	, ,		·				
JKL Construction	0	0	0	. 0	0	0	0		88,853	88,853
Additional Service Requests (ASR):										
Olympic MCS	0	9,052 1,200	0	9,052 1,200		9,052 1,200		9,052 1,200		9,052 1,200
ASR 1 - FW Associates ASR 2 - Testing & Inspection/8400A (AME)	0	21,130 15,595	. 0	21,130 15,595		21,130 15,595		21,130 15,595		21,130 15,595
ASR 2A - Testing & Inspection/8400A (AME) ASR 2B - Testing & Inspection/8400A (AME)	. 910	12,000	(5,928) (206)	6,072 704		6,072 704		6,072 704		6,072 704
ASR 2C - Testing & Inspection/8400A (AME)	1,106	1,106	(531)	575		575		575		575
ASR 3 - Testing & Inspection/8410A (AME) ASR 5 - Jacques Consulting	(5,330)	1,460 3,000	0	1,460 3,000		1,460 3,000		1,460 3,000		1,460 3,000
ASR 6 - Nyland Construction ASR 7 - Air Montoring Equipment	0	13,796 6,940	. 0	13,796 6,940		13,796 6,940		13,796 6,940	- 1	13,796 6,940
ASR 8 - CM-at-Risk Consulting Svcs. (Western Construction Consultants) ASR 9 - Virtual Tour (Regency Virtual Studio)	0	6,000 15,000	0	6,000 15,000		6,000 15,000		6,000 15,000	j	6,000 15,000
ASR 9A - Virtual Tour (Regency Virtual Studio) ASR 9B - Virtual Tour (Regency Virtual Studio)	0	25,000 14,279	0	25,000 14,279		25,000 14,279		25,000 14,279		25,000 14,279
ASR 9C - Virtual Tour (Regency Virtual Studio) ASR 10 - Document Review (Redi-Check Pacific)	188	2,400 195,150	0	2,400 195,150		2,400 195,150		2,400 195,150	14.	2,400 195,150
ASR 11 - Topographic Survey (Martin M. Ron Associates, Inc.) ASR 13 - Team Retreat & Partnering Facilitator (Anne Godfrey)	(1,425) 1,500	8,575	0	8,575 1,500		8,575 1,500		8,575 1,500		8,575 1,500
ASR 13A - Partnering Facilitator (Anne Godfrey)	0	1,500 75	0	75	i	75		75		75
ASR 13B - Team Retreat & Partnering Facilitator (Anne Godfrey) ASR 15 - LHHRP Team Allowance	2,250 1,000	2,250 1,000	(120)	2,250 880	-	2,250 880		2,250 880		2,250 880
ASR 15A - LHHRP Team Allowance ASR 16 Temporary Facilities (Siemens)	1,000	1,000 4,800	(472) 0	528 4,800		528 4,800		\$28 4,800		528 4.800
ASR 17 - Fire Safety Solutions (Greg Granados) ASR 18 - Safety Consultant (TBD)	(989) 0	10,611 3,643	(204)	10,611 3,439		10,611 3,439		10,611 3,439		10,611 3,439
ASR 19 - EIR Required Documentation/Survey (ARG) ASR 20 - F-3 Engineering Svcs. (Siemens)	0	24,750 3,100	(1,140)	23,610 3,100		23,610 3,100		23,610 3,100	Ť	23,610 3,100
ASR 21 - Construction Signage (Radius Svcs.) ASR 22 - Ground Breaking Photographer (Thomas John Gibbons)	0	2,436 927	0	2,436 927	`	2,436 927		2,436 927		2,436 927
ASR 22A - Ground Breaking Parking (Forest Hill Christian Church) ASR 23 - Mock-up/8415A (Marathon Computer)	100 288	100	0	100 288		100		100 288		100 288
ASR 23A - Mock-up/8415A (Direct TV)	471	471	D.	471		471		471		471
ASR 23B - Mock-up/8415A (Best Buy) ASR 24 - Program Cost Controls: DB/Hardware/Software	569 3,869	569 3,869	0	569 3,869		569 3,869		569 3,869		569 3,869
ASR 25 - Program's Storage Supplies ASR 25A - Program's Storage Supplies	193 423	193 423	0	193 423		193 423		193 423	· i	193 423
ASR 26 - Program's Data Base Development & Maintenance (Ulvi Cetin, CPM) ASR 27 - Remodel Fire Alarm Design Svcs. (Siernens)	146,172 16,880	146,172 16,880	109,038 (3,988)	255,210 12,892	49,676	304,887 12,592	9,476 967	314,363 13,859	11,717	326,080 13,859
ASR 28 - Archeaelogical Monitoring (Holman & Assoc.) ASR-29 - Signs Direct	12,000	12,000	(8,742) 138	3,259 138		3,259 138		3,259 138		3,259 138
ASR-30 - Flo-Gages ASR-31 - Diablo Boiler (Phase 1)	ŀ	.	. 1,525 12,645	1,525 12,645		1,525 12,645	,	1,525 12,645	-	1,525 12,645
ASR-32 - Diablo Boiler (Phase 2) ASR-33 - Diablo Boiler			5,272 8,586	5,272 8,586		5,272 B,586		5,272 8,586	}	5,272 8,586
ASR-34 - Diablo Boiler Remedial Work ASR-35 - Northern Energy		ŀ	14,710	14,710		14,710		14,710		14,710 276
ASR-36 - Fluid Gauge Company		4	276 3,443	276 3,443		276 3,443		276 3,443		3,443
ASR-37 - Hurst Boiler & Welding Co. Inc. ASR-38 - Vital Therm	· • • i		3,001 641	3,001   641	-	3,001 641		3,001 641	İ	3,001 641
ASR-39 - Diablo Boiler ASR-40 - Diamond Fence Co. Inc.	ļ	· ·	3,645 3,600	3,645 3,600		3,645 3,600		3,645   3,600		3,645 3,600
ASR-41 - Norther Energy ASR-42 - Construction Testing Services, Inc.	. ]		752 450	752 450		752 450		752 450		752 450
ASR-42 - Construction Testing Services, Inc. ASR-43 - Elite Reprographics (CM-at-Risk Reports)			(450) 226	(450) 226	. 1	(450) 226	1	(45D) 226		(450) 226
ASR-44 - Controlco Automation Dristributors ASR-46 - Diablo Boilers - Addendum to the Quote dated 02/17 Installing a Pump Trap			460 1,583	460 1,583		460 1,583		460 1,583		460 1,583
ASR-47 - Mobile Modular - Request for Monthly Trailer Lease ASR-48 - Estimating Manuals		- 1	11,872	11,872 3,455		11,872 3,455		11,872 3,455		11,872 3,455
ASR-49 - Request for file Service at Laguna Honda Jobsite ASR-50 MCAA Labor Manual Maintenance Fee			3,455 4,427	4,427		4,427	(3,645)	782		782
ASR-51 Siemens Fire Safety					145 11,000	145 11,000	. [	145 11,000		145 11,000
ASR-52 Mechanical Traser Electrical Trade Book ASR-53 FF&E Interviews			:		1,494 150	1,494 150		1,494 150		1,494 150
ASR-54 Flashlights ASR-55 Trades Services - Software/Published Services		ļ			0	0	257   1,352	257 1,352		257 1,352
ASR-56 Mechanical Contractors Association of America Estimating ASR-57 Group Mobile Computers	1	ĺ	- 1	- 1			165 21,439	165 21,439		165 21,439
ASR-58 Trade Services - Software/Published Services ASR-59 Material Testing 3rd Floor Framing/Materials Handling/H Wing							1,790	1,790	-	1,790
ASR-61 - Mechanical Contractors Association of America, Inc. ASR-62 - Concrete Strength Testing Wing H		-		1	.			٦		-
ASR-63 - Request for trade Services Renewal (12/01/08 - 12/01/09)	1			.	ļ		İ			
ASR-64- Applied Materials and Engineering Inc. ASR-65- Mobile Modular - Trailer Removal 06/26/09			-					ĺ		.
ASR-65- Existing Building Remodel - Investigation Roof Slab ASR-67 - Move Consultant Interviews	, [		1							į
ASR-68 - Xplore Technologies Corp Repair Tablets ASR-69 - Trade Services and MCAA Subscriptions			1					. ]		
ASR-70 - Contractors Services (March/April) ASR-71 - RS Means Cost Data Book	1		-	- 1				.		
ASR-72 - Contractor Services for Stephanie Clarke-Finch ASR-73 - Contractor Services for Stephanie Clarke-Finch	[			- 1						ŀ
ASR-74 - Contractor Services for David Gibbs ASR-75 - Audit Turner Construction Contract			Ì	1			-			
Additional Services Total	177,674	589,649	167,963	757,612	62,465	820,077	31,801	851,878	11,717	863,595
Fund temporary positions under allowance	07			.	: 1	}		.	].	
Mark Evans (CPM) Jim Klee (CM West)	27,538 34,427	27,538 34,427							•	
Total Reduction from Allowance	62,065	62,065	0	62,065	0	62,065	0	. 62,065		62,065
Allowance	(53,508)	365,711	413,072	778,783	(628,783)	150,000	(125,000)	25,000		25,000
TOTAL	1,061,736	5,355,976	1,493,537	6,849,514	1,171,006	8,020,520	1,974,863	9,995,383	670,810	10,666,193
MBE/WBE PARTICIPATION										

MBE/VVBE PARTICIPATION										
BDI	\$1,305,957	24.38%	\$1,094,488	15.98%	\$1,521,299	18.97%	\$1,802,833	18.04%	\$1,804,533	16.92%
CM WEST	\$180,012	3,36%	\$483,353	7.06%	\$893,255	11.14%	\$1,561,958	15.63%	\$1,692,123	15.86%
POWELL	\$188,593	3.52%	\$188,593	2.75%	\$188,593	2.35%	\$188,593	1.89%	\$188,593	1.77%
TOTAL	\$1.674.562	31.27%	\$1,766,434	25.79%	\$2,603,147	32.46%	\$3,553,383	35.55%	\$3,685,248	34.55%

ſ			od #11	<del></del>	-d #42					_	
	'Firm	Modification	Total Modif	land .	Total Modified	, ]	Total Modified		d #14A	Mod #	
- }.	Furner Total	Amount	Contract	Amount	Contract	Modification Amount	Contract	Modification Amount	Total Modified Contract	Modification Amount	Total Modified Contract
- 1	CPM Total	.	946,1	76 . (	946,176	0	946,176	0	946,176	Ambuik	
_ l'		1,430,436	6,425,6	92 1,070,694	7,496,386	269,455	7,765,841	76,197	7,842,038	227,283	8,069,321
	'I Total	298,704	2,103,2	37 171,039	2,274,275	23,350	2,297,625	97,498	2,395,123	304,719	2,699,842
ı	well Total	0	188,5	93 . 0	188,593		188,593		188,593		
c	CM West Total	705,968	2,398,0	91 31,288	1			_	1		188,593
4	undromeda Consulting Group			7/1200	1,723,570	. 132,332	2,561,711	119,265	2,680,975	72,337	2,753,312
J	KL Construction	316,302	405,1	55 18,483	423,638	70.007					
	Additional Service Requests (ASR):		,	10,403	423,030	70,027	493,665	(3,032)	490,633	0	490,633
- 1	Olympic MCS	i .	a,e		9,052		9,052		9,052		
	ASR 1 - FW Associates ASR 2 - Testing & Inspection/8400A (AME)		1,2 21,1		1,200 21,130		1,200 21,130		1,200		9,052 1,200
	ASR 2A - Testing & Inspection/8400A (AME)		15,5 6,0		15,595 6,072		15,595		21,130 15,595		21,130 15,595
	ASR 2B - Testing & Inspection/8400A (AME) ASR 2C - Testing & Inspection/8400A (AME)		70	04	704		6,072 704	.	6,072 704		6,072 704
	ASR 3 - Testing & Inspection/8410A (AME) ASR 5 - Jacques Consulting		1,46	50	575 1,460	ł	575 1,460		575 1,460		575 1,460
İ	ASR 6 - Nyland Construction ASR 7 - Air Montoring Equipment	1	3,00 13,79		3,000 13,796	·	3,000 13,796		3,000 13,796		3,000
	ASR 8 - CM-at-Risk Consulting Sycs. (Western Construction Consultants)	1	6,94 6,00		6,940 6,000	}	6,94D		6,940		13,796 6,940
	ASR 9 - Virtual Tour (Regency Virtual Studio) ASR 9A - Virtual Tour (Regency Virtual Studio)	1.	15,00 25,00	10	15,000	ļ i	6,000 15,000	[	6,000   15,000		6,000 15,000
	ASR 9B - Virtual Tour (Regency Virtual Studio) ASR 9C - Virtual Tour (Regency Virtual Studio)		14,27	9	25,000 14,279		25,000 14,279	1	25,000 14,279		25,000 14,279
	ASR 10 - Document Review (Redi-Check Pacific) ASR 11 - Topographic Survey (Martin M. Ron Associates, Inc.)		2,40 195,15	0	2,400 195,150	}	2,400 195,150		2,400		2,400
	ASK 13 - 1eam Ketreat & Partnering Facilitator (Anne Godfrey)		8,57 1,50		8,575 1,500		8,575	ĺ	195,150 8,575		195,150 8,575
	ASR 13A - Parthering Facilitator (Anne Godfrey) ASR 13B - Team Retreat & Partnering Facilitator (Anne Godfrey)		7 2,25	6	75		1,500 75	. 1	1,500 75		1,500 75
	ASR 15 - LHHRP Team Allowance 1. ASR 15A - LHHRP Team Allowance	'	88	0	2,250 880		2,250 880		2,250 880		2,250 880
	ASR 16 Temporary Facilities (Siermens) ASR 17 - Fire Safety Solutions (Greg Granados)	1 4	52 4,80	o	528 4,800		528 4,800		528 4,800		528
	ASR 18 - Safety Consultant (TBD)	1 1	10,61 3,43		10,611 3,439		10,611	.	10,611		4,800 10,611
	ASR 19 - EIR Required Documentation/Survey (ARG) ASR 20 - F-3 Engineering Svcs. (Siemens)		23,61 3,10	0	23,610 3,100	ł	3,439 23,610		3,439 23,610		3,439 23,610
	ASR 21 - Construction Signage (Radius Svcs.) ASR 22 - Ground Breaking Photographer (Thomas John Gibbons)	·	2,43	6	2,436		3,100 2,436		3,100 2,436		3,100 2,436
	ASR 22A - Ground Breaking Parking (Forest Hill Christian Church) ASR 23 - Mock-up/8415A (Marathon Computer)		921 101	o (	927 100	1	927 100	- 1	927 100		927
	ASR 23A - Mock-up/8415A (Direct TV) ASR 23B - Mock-up/8415A (Best Buy)		281 47		288 471		288 471		288		100 288
1	ASR 24 - Program Cost Controls: DB/Hardware/Software	1 . 1	569 3,869		569 3,869		569		471 569		471 569
1	ASR 25 - Program's Storage Supplies ASR 25A - Program's Storage Supplies	1 1	193	ı	193		3,869 193	-	3,869 193		3,869 193
	ASR 26 - Program's Data Base Development & Maintenance (Uivi Cetin, CPM) ASR 27 - Remodel Fire Alarm Design Svcs. (Siemens)	48,675	423 374,754	(36,205)	423 338,549	4,827	423 343,376	(9,655)	423 333,721		423
1	ASR 28 - Archeaelogical Monitoring (Holman & Assoc.) ASR-29 - Signs Direct	1	13,859 3,259		13,859 3,259		13,859 3,259	(0,500)	13,859		333,721 13,859
•	ASR-30 - Flo-Gages		138 1,525		138 1,525	.	138		3,259 138	1	3,259 138
	ASR-31 - Diablo Boiler (Phase 1) ASR-32 - Diablo Boiler (Phase 2)		12,646	:	12,645		1,525 12,645		1,525 12,645		1,525 12,645
ı	ASR-33 - Diablo Boiler ASR-34 - Diablo Boiler Remedial Work		5,272 8,586		5,272 8,586	ì	5,272 8,586		5,272 8,586		5,272
}	ASR-35 - Northern Energy ASR-36 - Fluid Gauge Company	[	14,710 276		14,710 276		14,710 276	ľ	14,710		8,586 14,710
1	ASR-37 - Hurst Boiler & Welding Co. Inc.	1 1	3,443 3,001		3,443 3,001		3,443	1.	276 3,443		276 3,443
-	ASR-38 - Vital Therm ASR-39 - Diablo Boiler	1	641 3,645	1	641	ľ	3,001 641		3,001 641	- 1	3,001 641
	ASR-40 - Diamond Fence Co. Inc. ASR-41 - Norther Energy		3,500	1	3,645 3,600		3,645 3,600	ł	3,645 3,600		3,645
1	ASR-42 - Construction Testing Services, Inc. ASR-42 - Construction Testing Services, Inc.		752 450	1	752 450		752 450		752	•	3,600 752
	ASR-43 - Elite Reprographics (CM-at-Risk Reports)		(450 226		(450) 226	. [	(450)	. [	450 (450)		450 . (450)
1	ASR-44 - Controlco Automation Dristributors ASR-46 - Diablo Bollers - Addendum to the Quote dated 02/17 installing a Pump Trap		460 1,583		460		226 460	- 1	226 460	]	226 460
	ASR-47 - Mobile Modular - Request for Monthly Trailer Lease ASR-48 - Estimating Manuals		11,872	1	11,872		1,583 11,872		1,583 11,872		1,583 11,872
i	ASR-49 - Request for file Service at Laguna Honda Jobsite ASR-50 MCAA Labor Manual Maintenance Fee		3,456 782		3,455 782		3,455 782		3,455 782	· .	3,455
1 .	ASR-51 Siemens Fire Safety		145 11,000		145 11,000		145 11,000		145		782 145
	ASR-52 Mechanical Traser Electrical Trade Book ASR-53 FF&E Interviews		1,494 150	•	1,494		1,494		11,000 1,494		11,000 1,494
1.	ASR-54 Flashlights ASR-55 Trades Services - Software/Published Services		257		150 257	J	150 257		150 257		150 257
1 .	ASR-56 Mechanical Contractors Association of America Estimating ASR-57 Group Mobile Computers		1,352 165		1,352 165		1,352 165	- 1	1,352 165	, (	1,352
	ASR-58 Trade Services - Software/Published Services ASR-59 Material Testing 3rd Floor Framing/Materials Handling/H Wing		21,439 1,790		21,439 1,790		21,439 1,790	·	21,439		165 21,439
1 4	ASR-61 - Mechanical Contractors Association of America Inc.	13,450	13,450	295	13,450		13,450	_ [	1,790 13,450		1,790 13,450
1 4	ASR-62 - Concrete Strength Testing Wing H ASR-63 - Request for trade Services Renewal (12/01/08 - 12/01/09)			26,130	26,130	0	295 26,130	0	295 26,130		295 26,130
1 1	ASR-64- Applied Materials and Engineering Inc. ASR-65- Mobile Modular - Trailer Removal 06/26/09			3,026 1,760	3,026 1,760	0	3,026 1,760	- 0	3,026 1,760		3,026
1	ASR-66- Existing Building Remodel - Investigation Roof Slab ASR-67 - Move Consultant Interviews		*	3,421 6,520	3,421 6,520	0	3,421 6,520	0	3,421 6,520		1,760 3,421
/	ASR-68 - Xplore Technologies Corp Repair Tablets			185 778	185 778		185	0.	185		6,520 185
1	ASR-69 - Trade Services and MCAA Subscriptions ASR-70 - Contractors Services (March/April)			1,297	1,297	. 0	778 1,297	0	778 1,297		778 1,297
/	ASR-71 - RS Means Cost Data Book ASR-72 - Contractor Services for Stephanie Clarke-Finch			-	İ			8,437 287	8,437 287		8,437 287
, ,	ASR-73 - Contractor Services for Stephanie Clarke-Finch ASR-74 - Contractor Services for David Gibbs	.		! . I			1	. ]			201
<i>F</i>	SR-75 - Audit Turner Construction Contract tional Services Total		_					į.	ļ		
l		62,125	925,720	7,206	932,926	4,827	937,753	(931)	936,823	0	936,823
۱ ۱	temporary positions under allowance fark Evans (CPM)	.		1	ļ		1		.	.	
	im Klee (CM West) Reduction from Allowance	1	,,,,,			[		1	ļ	1	
	/ance		62,066		62,065	ĺ	62,065		62,065		62,065
		25,000	50,000	١٥	50,000	0	50,000	. 0	50,000		50,000
	AL	2,838,534	13,504,727	1,298,710	14,803,437	499,992	15,303,429	288,996	15,592,425	604,339	16,196,764
_ 8	WBE PARTICIPATION DI	\$2,103,237	15 570/	67.074.075		-					
	M WEST OWELL	\$2,398,091	15.57% 17.76%	\$2,274,275 \$2,429,378	16.41%	\$2,297,625 \$2,561,711	15.01% \$ 16.74% \$	2,395,123 2,680,975	15.36% 17.19%	\$2,699,842	16.67%
TOT		\$188,593 \$4,689,920	1.40% 34.73%	\$188,593 \$4,892,246	1.27%	\$188,593 \$5,047,929	1.23%	\$188,593 5,264,691	1.21%	\$2,753,312 \$188,593	17.00%
Mod	No. 8 extended the term through June 30, 2011. No monetary value,					. ,,	-=.00/0 \$	-+F04 <sup>1</sup> 62 (	33.76%	\$5,641,747	34.83%

	Mod	#15A	Mod				#16	Total Madre -
Firm	Work Plan 2011	Total Modified Contract	Work Plan 2012	Total Modified Contract	Adjustment	Work Plan 2012	Modification Amount	Total Modified Contract
	2011	946,176	<del>-</del>	946,176	0	0	0	946,176
umer Total			000 550	8,494,241	(235,551)	292,238	56,687	8,550,928
PM Total	161,370	8,230,691	263,550	'				2,509,231
DI Total	(194,390)	2,505,452	. 0	2,505,452	3,779	0	3,779	
oweli Total	0	188,593		188,593	. 0	0	0 !	188,593
	134,948	2,888,260	22,179	2,910,438	96,491	0	96,491	3,006,930
M West Total	101,010	_,,				35,850	35,850	35,850
Indromeda Consulting Group		400 553		490,633	22,315	0	22,315	512,948
KL Construction	. 0	490,633		450,000				
Additional Service Requests (ASR):		9,052		9,052		ĺ	1 :	9,052
Olympic MCS		1,200		1,200		l	ļ	1,200 21,130
ASR 1 - FW Associates		21,130 15,595	İ	21,130 15,595				15,595 6,072
ASR 2 - Testing & Inspection/8400A (AME) ASR 2A - Testing & Inspection/8400A (AME)		6,072 704		6,072 704				704
ASR 2B - Testing & Inspection/8400A (AME) ASR 2C - Testing & Inspection/8400A (AME)		575	1	575			Ì	576 1,460
ASR 3 - Testing & Inspection/8410A (AME)		1,460 3,000		1,460 3,000				3,000
ASR 5 - Jacques Consulting ASR 6 - Nytand Construction		13,796		13,796 6,940				13,796 6,940
ASR 7 - Air Montoring Equipment ASR 8 - CM-at-Risk Consulting Svcs. (Western Construction Consultants)		6,940 6,000	1	6,000				6,000 15,000
ASR 9 - Virtual Tour (Regency Virtual Studio)		15,000 25,000		15,000 28,000			1	25,000
ASR 9A - Virtual Tour (Regency Virtual Studio) ASR 9B - Virtual Tour (Regency Virtual Studio)		14,279		14,279				14,279 2,400
ASR 9C - Virtual Tour (Regency Virtual Studio)		2,400 195,150		2,400 195,150		}		195,150
ASR 10 - Document Review (Redi-Check Pacific) ASR 11 - Topographic Survey (Martin M. Ron Associates, Inc.)		8,575	1	8,575 1,500				8,575 1,500
ASR 13 - Team Retreat & Partnering Facilitator (Anne Godfrey)		1,500	1	75		1		75 2,250
ASR 13A - Partnering Facilitator (Anne Godfrey) ASR 13B - Team Retreat & Partnering Facilitator (Anne Godfrey)		2,250 880	1	2,250 880	l			880
ASR 15 - LHHRP Team Allowance ASR 15A - LHHRP Team Allowance		528		528			1.	528 4,800
ASR 16 Temporary Facilties (Siemens)		4,800 10,611		4,800 10,611			1	10,611
ASR 17 - Fire Safety Solutions (Greg Granados) ASR 18 - Safety Consultant (TBD)		3,439	·	3,439 23,610				3,439 23,610
ASR 19 - EIR Required Documentation/Survey (ARG)		23,610 3,100		3,100				3,100 2,436
ASR 20 - F-3 Engineering Svcs. (Siemens) ASR 21 - Construction Signage (Radius Svcs.)		2,436	i	2,436 927			1	927
ASR 22 - Ground Breaking Photographer (Thomas John Gibbons) ASR 22A - Ground Breaking Parking (Forest Hill Christian Church)		927		100			1 .	100
ASR 23 - Mock-up/8415A (Marathon Computer)		288 471		288 471				471
ASR 23A - Mock-up/8415A (Direct TV) ASR 23B - Mock-up/8415A (Best Buy)		569	• [	569			·	3,869
ASR 24 - Program Cost Controls: DB/Hardware/Software		3,869		3,869 193	ľ			193
ASR 25 - Program's Storage Supplies ASR 25A - Program's Storage Supplies		423	i į	423 333,721	1,086	.1	1,086	423 334,807
ASR 26 - Program's Data Base Development & Maintenance (Ulvi Cean, CPM)		333,721 13,859		13,859	1,000		1	13.859
ASR 27 - Remodel Fire Alarm Design Svcs. (Siemens) ASR 28 - Archeaelogical Monitoring (Holman & Assoc.)		3,259 138	)	3,259 138				131
ASR-29 - Signs Direct	ĺ	1,526		1,525		ł		1,520
ASR-30 - Flo-Gages ASR-31 - Diablo Boiler (Phase 1)	[	12,64		12,645 5,272				5,27
ASR-32 - Diablo Boiler (Phase 2) ASR-33 - Diablo Boiler		8,586	s	8,586				8,586 14,710
ASR-34 - Diablo Boiler Remedial Work		14,710		14,710 276		1	`	276
ASR-35 - Northern Energy ASR-36 - Fluid Gauge Company	-	3,44	3	3,443 3,001				3,44
ASR-37 - Hurst Boiler & Welding Co. Inc.	i	3,00 64		641		1 6 %		64 <sup>-</sup> 3,64
ASR-38 - Vital Therm ASR-39 - Diablo Boiler		3,64 3,60		3,645 3,600		1	į.	3,60
ASR-40 - Diamond Fence Co. Inc. ASR-41 - Norther Energy		75	2	752		i		75 45
ASR-42 - Construction Testing Services, Inc.		45		450 (450			,	(45
ASR-42 - Construction Testing Services, Inc. ASR-43 - Elite Reprographics (CM-at-Risk Reports)		22	6	226 460				22 46
ASR-44 - Controlco Automation Dristributors ASR-46 - Diablo Boilers - Addendum to the Quote dated 02/17 Installing a Pump Trap		46 1,58		1,583				1,58
ASR-46 - Diablo Boilers - Addendum to the Quote dated on 17 Installing 2.1 Ship 1149 ASR-47 - Mobile Modular - Request for Monthly Trailer Lease		11,87	2	11,872 3,455				11,87 3,45
ASR-48 - Estimating Manuals ASR-49 - Request for file Service at Laguna Honda Jobsite	]	3,45 78	2	782	:		Ì	78 14
ASR-50 MCAA Labor Manual Maintenance Fee		14 11,00		11,000	)			11,00
ASR-51 Siemens Fire Safety ASR-52 Mechanical Traser Electrical Trade Book		1,49	4	1,494	;   ·			1,49 15
ASR-53 FF&E Interviews		15		257	٠			25 1,35
ASR-54 Flashlights ASR-55 Trades Services - Software/Published Services		1,35 16	2	1,352 165				16
ASR-56 Mechanical Contractors Association of America Estimating ASR-57 Group Mobile Computers		21,43	9	21,439	)		.	21,43 1,79
A SR-SA Trade Services - Software/Published Services		1,79 13,45	0	1,790			1	13,45
ASR-59 Material Testing 3rd Floor Framing/Materials Handling/H Wing ASR-61 - Mechanical Contractors Association of America, Inc.		29	5	298	5	}		25 26,13
A CR 62 - Concrete Strength Testing Wind H.				26,130 3,020	5			3,02
ASR-63 - Request for trade Services Renewal (12/01/08 - 12/01/09) ASR-64- Applied Materials and Engineering Inc.		1,76	io	1,760 3,42		1		1,76 3,42
ASR-65- Mobile Modular - Trailer Removal 06/26/09 ASR-66- Existing Building Remodel - Investigation Roof Slab		6,52	מי	6,520	<b>)</b>			6,52
ASP_67 - Move Consultant Interviews	- :	18		18				77
ASR-68 - Xplore Technologies Corp Repair Tablets ASR-69 - Trade Services and MCAA Subscriptions		1,29	17	1,29 8,43	7			1,29 8,43
ASR-70 - Contractors Services (March/April)		0 8,43 0 28	7	28	7  -	İ		6,93
ASR-71 - RS Means Cost Data Book ASR-72 - Contractor Services for Stephanie Clarke-Finch	6,93	6,93	. 0	6,93 2,27			.	2,2
ASR-73 - Contractor Services for Stephanie Clarke-Finch	2,27	5 2,27	•	- 4,21	1.26	0	0 1,26 38 39,63	0 1,2
ASR-74 - Contractor Services for David Gibbs ASR-75 - Audit Turner Construction Contract		5 946,02	, R	0 946,02	l.	0 39,63 39,63		
Additional Services Total	9,20	340,02	~	-		, , , ,		,
Fund temporary positions under allowance	1				1			1
Mark Evans (CPM) Jim Klee (CM West)	.	1			.		0	0 62,0
Total Reduction from Allowance	1	62,00		62,06				- 1
Allowance	40,79	5 90,79	95 60,00	150,79	5 (150,79	5,0	1	.
		1	345,7	29 16,694,42	1 (261,41	(5) 372,7	26 111,3	2 16,805,7

MBE/WBE PARTICIPATION	\$2,505,452	15.33%	\$2,505,452	15.01%
BDI	\$2,888,260	17.67%	\$2,910,438	17.43%
CM WEST	\$2,888,200	1.15%	\$188,593	1.13%
POWELL	\$5,582,305	34.15%	\$5,604,483	33.57%

Γ	\$2,509,231	14.93%
r	\$3,006,930	17.89%
+	\$188,593	1.12%
	\$5,704,754	33.95%

# LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM AMENDMENT TO THE CONSTRUCTION MANAGEMENT AGREEMENT

## **ATTACHMENT 10**

Agreement Modification No. 1 through Modification No. 15

#### ⊿nd County of San Francisco



Willie Lewis Brown, Jr., Mayor Edwin M. Lee, Director



(415) 554-6229 FAX (415) 554-6232 http://www.sfdpw.com

Department of Public Works **Contract Administration Division** Financial Management and Administration 875 Stevenson Street, Room 420 San Francisco, CA 94103-0903 Gordon Choy, Division Manager

#### NOTICE TO PROCEED

Contractor:

Turner Construction/Cooper Pugeda Management, Inc., JV

1625 Clay Street Oakland, CA 94612

Project:

Interim Agreement to Provide Professional Construction Management Services

Encompassing only the Preliminary Programming Phase of the Design and

Cosntruction of the Laguna Honda Hospital Replacement Program

Term:

Certification to July 31, 2002

Job No.:

8200A

DPW Order No.:

173,547

Contract Amount:

·\$601,000.00

Controller's Posting Number:

reference this # on your invoices

No.: ENAT02000024

Date Posted:

May 31, 2002

Edwin M. Lee

Director of Public Works

Division of Contract Administration

May 31, 2002

CC:

Michael Lane, BOA

Accounting, OFFMA

attachments: Contract Purchase Order

**Appointment** 

Agreement

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to learnwork, customer service and continuous improvement in partnership with the community.

The work

Customer Service

Continuous Improvement

FAML6300 V4.2 CITY/COUNTY OF SAN FRANCISCO PRODUCTION: FAMIS 05/31/2002 LINK TO: TRANSACTION DETAIL INQUIRY 11:13 AM ACTIVE DOCUMENT -- POST PERIOD -- POST DATE ----- POSTED BY ----- UNIT ENAT02000024 01 11 2002 MAY 2002 05/31/2002 NG, MARY NS CODE : 140 ESTABLISH A NON-ADPICS ENCUMBRANCE

DOCUMENT REF :
TRANS DESC. : JOB8200A INTERIM CM AGREEMENT LHH REPLACEMENT

AMOUNT : 601,000.00 DUE DATE : SINGLE CHECK :
TUDNED CONSTRUCTION/CPM SERVICES INC A VENDOR NUMBER : 57541 01 TURNER CONSTRUCTION/CPM SERVICES INC A J
INDEX CODE : PWA595LPFLOC BOA-AAT/DA5/13/PP/LHH-CAP PROJ-LOCAL FD
SUB-OBJECT : 02799 OTHER PROFESSIONAL SERVICES USER CD GRANT / GR DTL : PROJ / PJDTL : CHLSNF SNCM50 8200A-TURNER CONSTR/COOPER PUGEDA START DATE : END DATE : G/L / SUBSID : BANK NUMBER : TREAS NUM CURRENCY CODE : CONV DATE : FOREIGN CURR AMT : F1-HELP F4-PRIOR F5-NEXT F9-LINK F11-NOTEPAD F12-APPR-PATH G014 - RECORD FOUND

1:49 PM

TACHED TO : DOCUMENT NUMBER : ENAT02000024

JE : 01 OF 01

(FIER CONSTRUCTION/CPM, JOINT VENTURE

(NON-PURCHASING ENCUMBRANCE FOR ON-LINE APPROVAL)

JOB#8200A

DPW#173,547

PROJECT: INTERIM AGREEMENT FOR CM SERVICES FOR LAGUNA HONDA HOSPITAL REPLACEMENT PROJECT

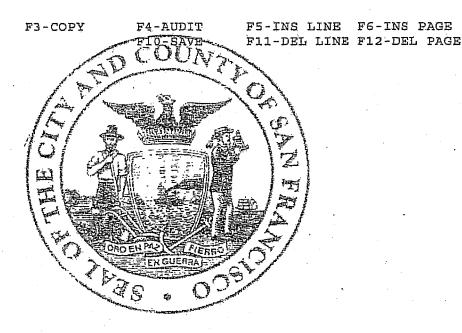
PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES ENCOMPASSING ONLY THE PRELIMINARY PROGRAMMING PHASE OF THE DESIGN AND CONSTRUCTION OF THE LAGUNA

HONDA HOSPITAL REPLACEMENT PROGRAM.

TERM: CERTIFICTION TO JULY 31, 2002

INSURANCE REQUIRED: G/L: \$1M; A/L: \$1M; W/C: \$1M

F1-HELP F7-PRIOR PG F8-NEXT PG G082 - RECORD REPLACED



					RED		2			•		ATTACH:															LER	ADDENDUM	таснер	
	8	47		아 1	PERIOD COVERED		July 31, 2002 DUPLICATE TO:		30 Van Ness Ave., 4th Floor San Francisco, CA 04402	201 HR HO 'C'	cnael Lane EXPIRATION	DATE	1/1/03	1/1/03	1/1/03				escription	726	omplies						CONTROLLER	rant Detail	A	
i d	DEPARTMENT FUBIIC WORKS-BOA	DATE DATE	19	-		T-KOM	SEND JAVOICES IN DUPLICATE TO	HOA	30 Van Ness	Attention	EXPIRATION: INICHAEL LANG	AMOUNT	\$1M	\$1M	\$1M		Walved		ATTACHMENTS - Please Identify by little or description	Business Tax Certificate #348726	Chpt. 12B - Equal Benefits; Complies							Grant	SNCM50	
				- 101101	WAISINAL CONTRACT	<del>-</del>		30 Van Nose Ave. Ath Elect	o, CA 94102		INSURANCE	REQUIRED	WORKER'S COMP	COMP. GEN, LIABILITY	AUTOMOBILE	UMBRELLA	OTHER INSURANCE-	OTHER INSURANCE	ATTACHMENTS - PIE	Business Tax	Chpt. 12B - E	SYSTEM USE		VALS	Vot Required	es • Purchaser	RECTOR OF PROPERTY Project	Project Project Detail	CHLSNF	
DOCUMENT NUMBER		POSTED NATOZOGOGO 4				C #4264-00/01	DELIVER TO: BOA	30 Van Ness	San Francisco, CA 94102					compassing only	raction of the ement ends July									APPROVALS	Purchaser's Approval Not Required	Materials, Supplies, & Services - Purchaser	S & RENT	User Code Pr	0	
		Poster	10-16	P	601,000	]	Sfx: 01 DELIVE				No	73.		ment services en	am. Interim agre		•					•			Purcl	MATER	REAL PROPE		02799	
Original	Modification-Increase	-Docrass	Date Change Only		TOTAL APPROVED CONTRACT \$ 601,000	CIVIL SERVICE RESO	VENDOR NO: 57541	FEINISSN No. 94-3406664	Phone # ((415) 274-2900)		RETAINAGE REQUIRED, YES/NO IF YES, AMOUNT OR %	DETAILED DESCRIPTION OF SERVICES AND PRODUCT	:	the preliminary programming phase of the design and construction only	Laguna Honda Hospital Replacement Program. Inferim agreement ends July 31, 2002.								FT/F/SF: 5L CPF LOC	7	Har DREETOR OF BILLIE MONICO	Or BOARD OR COMMISSION			PWA595LPFLOC	
FY 2000-2001	FRANCISCO	CONTRACT PURCHASE ORDER INPUT FORM		ments and Contracts		173,547		FEIVA	Phon		RETAIN IF YES,	DETAILED DESCRIPTION O		the preliminary progr	Laguna Honda Hospi 31, 2002.								Job No.: 8200A FT/	0	1-6232		unt		no ono'i nac	
'IIS - FY	Y OF SAN FRANCISCO	PURCHASE ORI		complete for Contract Order type Agreements and Contracts	AMOUNT OF THIS ENCOMBRANCE \$ 601,000 OTHER DEPARTMENT INFORMATION OF	10	Turner Construction/CPM, JV	1625 Clay Street	Oakland, CA 94612		Monthly			<u>-</u>	<u> </u>		*	: Wi	40	L/A	ú.	ut.		•	(415) 554-5225 Fax# (415)	Lolița Cristobal (Print Name)	ij.	-		
	CITY/COL	CONTRACT	Complete for Conf	indo ini alamino	OTHER DEPARTMENT WE	CONTRACTOR			Oakli	TERMS OF PAYMENT		COMMODITY OR SERVICE CODE#	7210.20			-	Modification	Original Amounts	Prior MODS;	Subtotal:	This MOTH	Total as-modiffed:	 PREPARED BY (Print)	Mary Ng	Phone # (415) 55 APPROVED BY		No. Number Sui			

### CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS ORDER NO. 173,547

#### APPOINTMENT

Contractor:

Turner Construction/Cooper Pugeda Management, Inc., JV

1625 Clay Street Oakland, CA 94612

is appointed to provide professional construction management services encompassing only the preliminary programming phase of the design and construction of the Laguna Honda Hospital Replacement Program.

Payment will be made upon submission of approved invoice based upon work performed satisfactorily. Total cost not to exceed \$601,000.00. Estimated completion date is July 31, 2002.

Contractor shall indemnify and hold harmless the City & County of San Francisco, its officers and employees and furnish certificates of insurance directly protecting himself, any subcontractors and the City & County of San Francisco. The City & County of San Francisco, its officers, agents and employees shall be named as additional insureds and insurance shall be for:

Commercial General Liability

(bodily injury and property damage)

**Business Automobile Liability** 

(bodily injury and property damage)

Workers' Compensation; Employers' Liability

Professional Liability

\$1,000,000 Single Limit

\$1,000,000 Single Limit

APPROVED:

Edwin M. Lee

Director of Public Works

\$1,000,000

Waived

A Notice To Proceed and a \$601,000.00 Contract Purchase Order will be issued to the Contractor.

Funds are available:

Index Code PWA595LPFLOC, FT/F/SF 5L CPF LOC, P/PD CHLSNF SNCM50, SUBOBJ 02799 Job No. 8200A.

RECOMMENDED:

Robert Carlson

Deputy Director for Pinancial

Management and Administration

DISTRIBUTION:

DPW Order Clerk (2 unsigned)

Turner Construction/CPM, Inc., JV

Michael Lane, BOA Accounting, OFFMA

GEC:mmn

Approved: May 28, 2002

City and County of San Francisco
Purchasing Department
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

## INTERIM AGREEMENT

between the City and County of San Francisco and

## TURNER CONSTRUCTION COMPANY/ COOPER PUGEDA MANAGEMENT, INC.

This Interim Agreement ("Agreement") dated for convenience this 6th day of March, 2001, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works: and Turner Construction Co./Cooper Pugeda Management, Inc. (the "CM").

#### Recitals

WHEREAS, the Department of Public Works ("Department") wishes that the CM render professional services in connection with the design and construction of the Laguna Honda Hospital Replacement Program ("Program"); and,

WHEREAS, CM represents and warrants that it is qualified to perform the services required by City as set forth under this Interim Agreement; and,

WHEREAS, the Department and the CM wish to enter into this Interim Agreement for encompassing only the preliminary programming phase of the Program; and

WHEREAS, the parties are in the process of negotiating a comprehensive contract for professional services in connection with the Program, and

WHEREAS, approval for said Agreement was obtained from a Civil Service Commission Notice of Action for Contract Number PSC4269-00/01 on September 18, 2000;

Now, THEREFORE, the parties agree as follows:

## 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 hereunder 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. CM'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.

#### 2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from March 15, 2001 to July 31, 2002.

#### 3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and CM has been notified in writing.

### 4. Services CM Agrees to Perform

The CM agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein. CM further agrees to negotiate in good faith the terms of additional services CM will perform in connection with the Program, and will execute a comprehensive contract, the terms of which must be acceptable to the City. In the event the parties fail to agree on the terms of a comprehensive contract, then all services to be performed by CM will cease immediately and the City shall not be responsible to CM for further expenses or costs. The City will have the right to negotiate a contract with another consultant. CM is obligated to perform all of its services in accordance with generally accepted standards of professional practice in the design and construction administration of projects of similar size and complexity in the San Francisco Bay Area.

#### 5. Compensation

Compensation shall be made in monthly payments on or before the fifteenth day of each month, for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed six hundred one thousand dollars (\$601,000.00) inclusive of fees and costs. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. The fee for the scope of services described in Appendix A is fixed at thirty-one thousand, one hundred dollars (\$31,100.00).

No charges shall be incurred under this Agreement nor shall any payments become due to CM until reports, services, or both, required under this Agreement are received from CM and approved by the Department of Public Works as being in accordance with this Agreement. City may withhold payment to CM in any instance in which CM has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by CM prior to CM's submission of HRC Form 7, "Prime Consultant/Joint Venture Partner(s) and Sub-consultant Participation Report," If HRC Form 7 is not submitted with CM's invoice, the Controller will notify the department, the Director of HRC and CM of the omission. If CM's failure to provide HRC Form 7 is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Form 7 is provided.

Following City's payment of an invoice, CM has ten days to file an affidavit using HRC Form 9, "Sub-Consultant Payment Affidavit," verifying that all subconsultants have been paid and specifying the amount.

#### 6. Guaranteed Maximum Costs

- (a) The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
- (b) Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the CM for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

- (c) Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the CM.
- (d) The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

#### 7. Payment; Invoice Format

Invoices furnished by CM under this Agreement must be in a form acceptable to the Controller, and must include the Contract Progress Payment Authorization number. All amounts paid by City to CM shall be subject to audit by City.

Payment shall be made by City to CM at the address specified in the section entitled "Notices to the Parties."

## 8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §6.57, any contractor, subconsultant or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subconsultant or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subconsultant or consultant will be deemed to have submitted a false claim to the City if the contractor, subconsultant or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

#### 9. Disallowance

If CM claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, CM shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to CM under this Agreement or any other Agreement.

By executing this Agreement, CM certifies that CM is not suspended, debarred or otherwise excluded from participation in federal assistance programs. CM acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

#### 10. Taxes

- a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of CM.
- b. If this Agreement entitles CM to the possession, occupancy or use of City real property for private gain,
   then the following provisions apply:
  - (1) CM, on behalf of itself and any permitted successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and CM, and any permitted successor or assign, may be subject to the payment of such taxes.

- (2) CM, on behalf of itself and any permitted successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of properly taxation and therefore may result in a revaluation of any possessory interest created hereunder. CM shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty days after such assignment, transfer, renewal or extension.
- (3) CM further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements under applicable law with respect to possessory interests.

### 11. Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by CM, shall in no way lessen the liability of CM to correct errors or omissions in its work, equipment, or materials although the errors or omissions of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by CM without delay.

#### 12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of CM. CM will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by CM. CM shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

#### 13. Responsibility for Equipment

City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CM, or by any of its employees, even though such equipment be furnished, rented or loaned to CM by City.

#### 14. Independent Contractor; Payment of Taxes and Other Expenses

a. CM shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. CM is liable for the acts and omissions of itself, its employees and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and CM.

Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of CM's work only, and not as to the means by which such a result is obtained.

b. 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 CM 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 CM 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 CM for City, upon notification of such fact by City, CM shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM 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, CM shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that CM is an employee for any other purpose, then CM agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that CM was not an employee.

#### 15. Insurance

- a. Without in any way limiting CM liability pursuant to the "Indemnification" section of this Agreement, CM must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
  - (1) Workers' Compensation, with Employers' Liability Limits not less than \$1,000,000 each accident; and
  - (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
  - (3) Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- b. Commercial General Liability and Business Automobile Liability Insurance policies must provide the following:
  - (1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees and Members of Commissions.
  - (2) 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.
- c. All policies shall provide thirty (30) days' advance written notice to City of cancellation mailed to the following address:

Department of Public Works
OFFMA - Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94102

- d. Should any of the required insurance be provided under a claims-made form, CM 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.
- e. 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.

- f. 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.
- g. Before commencing any operations under this Agreement, CM must furnish to City certificates of insurance, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City request.
  - h. Approval of the insurance by City shall not relieve or decrease the liability of CM hereunder.

#### 16. Indemnification

CM shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of CM or loss of or damage to property, resulting directly or indirectly from CM's performance of this Agreement, including, but not limited to, the use of CM's 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 in effect on or validly retroactive to the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City to the extent such negligence or misconduct is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on CM, its subconsultants or either's agent or employee.

In addition to CM's obligation to indemnify City, CM 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 CM by City and continues at all times thereafter.

CM 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 in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

#### 17. Incidental and Consequential Damages

CM shall be responsible for incidental and consequential damages resulting in whole or in part from CM's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

#### 18. Liability of City

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 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.

19. Left blank by agreement of the parties

#### 20. Default; Remedies

- Each of the following shall constitute an event of default ("Event of Default") under this Agreement:
  - (1) CM fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 8, 10, 15, 24, 30, 37, or 42.
  - (2) CM fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten (10) days after written notice thereof from City to CM.
  - (3) CM (A) is generally not paying its debts as they become due, (B) 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, (C) makes an assignment for the benefit of its creditors, (D) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of CM or of any substantial part of CM 's property or (E) takes action for the purpose of any of the foregoing.
  - (4) A court or government authority enters an order (A) appointing a custodian, receiver, trustee or other officer with similar powers with respect to CM or with respect to any substantial part of CM 's property, (B) 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 (C) ordering the dissolution, winding up or liquidation of CM.
- b. 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, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of CM any Event of Default; CM 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 CM under this Agreement or any other agreement between City and CM all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from CM pursuant to the terms of this Agreement or any other agreement.
- c. 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.

## 21. Termination for Convenience

- a. 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 CM written notice of termination. The notice shall specify the date on which termination shall become effective.
- b. Upon receipt of the notice, CM shall commence and perform, with diligence, all actions necessary on the part of CM to effect the termination of this Agreement on the date specified by City and to minimize the liability of CM 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:
  - (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

- (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- (3) Terminating all existing orders and subcontracts.
- (4) At City's direction, assigning to City any or all of CM'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.
- (5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (6) Completing performance of any services or work which City designates to be completed prior to the date of termination specified by City.
- (7) 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 CM and in which City has or may acquire an interest.
- c. Within 30 days after the specified termination date, CM shall submit to City an invoice, which shall set forth each of the following as a separate line item:
  - (1) The reasonable cost to CM, for all services and other work City directed CM to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overheadCM. Any overhead allowance shall be separately itemized. CM may also recover the reasonable cost of preparing the invoice.
  - (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that CM can establish, to the satisfaction of City, that CM would have made a profit had all services and other work under this Agreement been completed.
  - (3) The reasonable cost to CM of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.
  - (4) A deduction for the cost of materials to be retained by CM, 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.
- d. In no event shall City be liable for costs incurred by CM or any of its subconsultants after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on 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 such subsection (c).
- e. In arriving at the amount due to CM under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by CM's final invoice; (2) any claim which City may have against CM in connection with this Agreement; (3) any invoiced costs of expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

## 22. Rights and Duties Upon Termination or Expiration

- a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 8, 9, 10, 11, 13, 14, 16, 17, 18, 24, 25, 26, 27, 28, 30, 43, 45 through 48, and 50.
- b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. CM 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. This subsection shall survive termination of this Agreement.

#### 23. Conflict of Interest

Through its execution of this Agreement, CM acknowledges that it is familiar with the provisions of §15.103 and Appendix C 8.105 of City's Charter and §87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions.

## 24. Proprietary or Confidential Information of City

CM understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, CM may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. CM agrees that all information disclosed by City to CM shall be held in confidence and used only in performance of the Agreement. CM shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

#### 25. Notices to the Parties

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

#### CITY'S ADDRESS:

Department of Public Works OFFMA – Contract Administration 875 Stevenson Street, Room 420 San Francisco, CA 94102

#### CM'S ADDRESS:

Turner Construction Company 1625 Clay St. Oakland, CA 94612

Any notice of default must be sent by registered mail.

#### 26. Ownership of Results

Any interest of CM or its subconsultants, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by CM or its subconsultants in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, CM may retain and use copies for reference and as documentation of its experience and capabilities.

#### 27. Works for Hire

If, in connection with services performed under this Agreement, CM or its subconsutants create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, 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 are the property of the City. If it is ever determined that any works created by CM or its subconsultnats under this Agreement are not works for hire under U.S. law, CM hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, CM may retain and use copies of such works for reference and as documentation of its experience and capabilities. The CM shall retain all rights, including copyrights, in original works of authorship created before the effective date of this Agreement.

#### 28. Audit and Inspection of Records

CM agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. CM will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. CM shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

#### 29. Subcontracting

CM is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

#### 30. Assignment

The services to be performed by CM are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the CM unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

#### 31. Year 2000 Warranty

With respect to its ability to perform its obligations under this Agreement, CM represents and warrants that it will:

- a. not permit a Year 2000 problem to computer systems or equipment owned, operated, licensed, leased, or controlled by it, or its affiliates or subsidiaries, to interfere with its ability to perform this contract;
- b. use commercially reasonable efforts to share information and otherwise fully cooperate with City to minimize the impact of any Year 2000 problem on its ability to perform;
- c. promptly notify City in writing of any facts or circumstances that give it reasonable basis to expect that a Year 2000 problem may adversely affect its ability to perform; and
  - d. include in any existing or future contracts with its own subconsultants which are needed to fulfill its obligations under this Agreement, language substantially similar to the language of this Section to legally bind such subconsultants in the same manner as CM

Pag 47 of 16

#### 32. EIC Forms

- a. CM shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which this Agreement becomes effective (unless CM has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by CM; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.
- b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by CM of the terms of this Agreement. If, within thirty (30) days after CM receives written notice of such a breach, CM fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, CM fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.
- c. Any Subcontract entered into by CM shall require the subconsultant to comply, as to the subconsultant's Eligible Employees, with each of the terms of this section.
- d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

## 33. Minority/Women/Local Business Utilization; Liquidated Damages

#### a. Compliance

CM understands and agrees to comply fully with all provisions of Chapter 12D.A ("Minority/Women/Local Business Utilization Ordinance-IV") of the San Francisco Administrative Code and agrees to include this paragraph in all subcontracts made in fulfillment of the CM's obligations under this Agreement. Said provisions are incorporated herein by reference and made a part of this Agreement as though fully set forth. CM's willful failure to comply with Chapter 12D.A is a material breach of contract.

#### b. Enforcement

If CM willfully fails to comply with any of the provisions of Chapter 12D.A, the rules and regulations implementing Chapter 12D.A, or the provisions of this Agreement pertaining to MBE or WBE participation, CM shall be liable for liquidated damages in an amount equal to CM's net profit on this Agreement, or ten percent (10%) of the total amount of this Agreement, or one thousand dollars (\$1,000), whichever is greatest. The Director of the City's Human Rights Commission (HRC) may also impose other sanctions against CM authorized in Chapter 12D.A, including declaring the CM to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the CM's MBE or WBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to §12D.A.16C.

By entering into this Agreement, CM acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. CM further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to CM on any contract with City.

CM agrees to maintain records necessary for monitoring its compliance with Chapter 12D.A for a period of three years following termination of this contract.

#### c. Subcontracting Goals

The MBE/WBE subcontracting participation goal for this contract is 25% MBE, 6% WBE. CM shall fulfill the subcontracting commitment made in its bid or proposal, assuming that additional services are provided under terms of a future comprehensive agreement as described in paragraph 4 and that the terms of paragraph 21 are not invoked. Each invoice submitted to City for payment shall include the information required in HRC Form 6. Failure to provide HRC Form 6 with each invoice submitted by CM shall entitle City to withhold 20% of the amount of that invoice until HRC Form 6 is provided by CM.

CM shall not participate in any back contracting to the CM or lower-tier subconsultants, as defined in Chapter 12D.A, for any purpose inconsistent with the provisions of Chapter 12D.A, its implementing rules and regulations, or this Section.

### d. Subcontract Language Requirements

CM shall include in all subcontracts with MBEs or WBEs made in fulfillment of CM's obligations under this Agreement, a provision requiring CM to compensate any MBE or WBE subconsultant if CM does not fulfill its commitment to use the MBE or WBE subconsultant. Such provisions shall also state that it is enforce able in a court of competent jurisdiction.

Subcontracts shall require the subconsultant to maintain records necessary for monitoring its compliance with Chapter 12D.A for a period of three years following termination of this contract.

#### e. Payment of Subcontractors

CM shall pay its subconsultants within three working days after receiving payment from the City unless CM notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between CM and its subconsultant and the Director waives the three-day payment requirement.

CM further agrees, within ten working days following receipt of payment from the City, to file an affidavit with the Controller, under penalty of perjury, that the CM has paid all subconsultants. The affidavit shall provide the names and addresses of all subconsultants and the amount paid to each. Failure to provide such affidavit may subject CM to enforcement procedure under Administrative Code §12D.A.16.

#### 34. Nondiscrimination; Penalties

#### a. CM Shall Not Discriminate

In the performance of this Agreement, CM agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, demestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with CM, in any of CM's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by CM.

#### b. Subcontracts

CM shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the S.F. Administrative Code (copies of which are available from Purchasing) and shall require all subconsultants to comply with such provisions. CM's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

#### Nondiscrimination in Benefits

CM 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 bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the S.F. Administrative Code.

#### d. Condition to Contract

As a condition to this Agreement, CM shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

## e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the S.F. Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. CM shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, CM understands that pursuant to §12B.2(h) of the S.F. Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against CM and/or deducted from any payments due CM.

### 35. MacBride Principles—Northern Ireland

Pursuant to S.F. Administrative Code §12.F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of CM acknowledges and agrees that he or she has read and understood this section.

## 36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to S.F. Administrative Code §12I.5(b), the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood wood product.

## 37. Drug-Free Workplace Policy

CM acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. CM agrees that any violation of this prohibition by CM, its employees, agents or assigns will be deemed a material breach of this Agreement.

#### 38. Resource Conservation; Liquidated Damages

Chapter 21A of the S.F. Administrative Code ("Resource Conservation") is incorporated herein by reference. Failure by CM to comply with any of the applicable requirements of Chapter 21A will be deemed a material breach of contract.

In the event CM fails to comply in good faith with any of the provisions of Chapter 21A, CM will be liable for liquidated damages in an amount equal to CM's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. CM acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to CM from any contract with City.

### 39. Compliance with Americans with Disabilities Act

CM acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. CM shall provide the services specified in this Agreement in a manner that complies with the applicable design guidelines and administrative regulations of the ADA and any and all other applicable federal, state and local disability rights legislation. CM agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of CM, its employees, agents or assigns will constitute a material breach of this Agreement.

#### 40. Sunshine Ordinance

In accordance with S.F. Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

## 41. Public Access to Meetings and Records - Not applicable.

#### 42. Prohibiting City Business with Burma

By its execution of this Agreement, CM attests that it is not the government of Burma (Myanmar), a person or business entity organized under the laws of Burma (Myanmar) or a "prohibited person or entity" as defined in S.F. Administrative Code §121.2(G). The City may terminate this Agreement for default if CM violates the terms of §121.2(G).

Chapter 12J of the S.F. Administrative Code is hereby incorporated by reference as though fully set forth herein. The failure of CM to comply with any of its requirements shall be deemed a material breach of contract. If CM fails to comply in good faith with any of the provisions of Chapter 12J of the S.F. Administrative Code, CM shall be liable for liquidated damages for each violation in an amount equal to CM's net profit under the contract, or 10% of the total amount of the contract, or \$1,000, whichever is greatest. CM acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any moneys due to the CM from any City contract.

#### 43. 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 thereafter.

### 44. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. CM shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than twenty percent (20%).

## 45. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

## 46. 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.

#### 47. Construction

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

### 48. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 44.

### 49. Compliance with Laws

CM shall keep itself fully informed of the City's Charter, codes, ordinances 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.

#### 50. 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.

IN WITNESS WHEREOF, the parties hereto have ex	recuted this Agreement on the day first mentioned
above.	
CITY	CONTRACTOR
Recommended by:	11
Signature for Department	Authorized Signature
	Michael O'Brien
Harlan L. Kelly Printed Name	Vice-President & Kegional Manager, Turner Construction Printed Name & Table
Deputy Divector of Public Works Title and Department	Authorized Signature
	Ismael Pugeda President, CPM Services, Inc
	Printed Name & Title
Approved as to Form:	Turner Construction/CPM Services. Inc a Joint Association Company Name
	<del></del>
Louise H. Renne Dennis, J. Herrera	222 Kearny Street, Suite 308
City Attorney	Address
By Tynch Ille	<b>v</b>
Deputy City Attorney	San Francisco, CA 94104
Approved:	City, State, ZIP
IA AA AA	
all of the	(415)274-2900
Edwin M. Lee	Telephone Number
Director of Public Works	
	94-3406664
Approved:	Federal Employer ID Number
IN IM SA	

## APPENDICES

William L. Lee City Administrator

A: Services to be Provided by CM

B: Calculation of Charges

#### Appendix A Services to be Provided by CM

#### 1. Description of Services

Upon authorization by the City to proceed, the CM shall provide the following services:

- Develop the construction staging and phasing for the projects that make up the Program,
- Provide detailed baseline cost loaded schedules for each project to facilitate the technical and financial planning of the Program.
- Provide detailed construction cost estimates and reconciliations with the Architect's estimates, for the major design phases (SD, DD, CD) of each of the projects.
- Provide detailed analyses of the Architect's bid documents for the projects that make up the Program. The analyses will be for constructibility, completeness and consistency of the documents.
- Participate in Value Engineering during the major design phases of each of the projects.
- Provide a report recommending changes or enhancements to the program management procedures.
- Provide expert contractual and technical input on Division 0 and 1 and 2 through 16 for each of the construction projects.
- Provide a initial and final report recommending enhancements to the current method of contracting or recommending alternate methods of contracting the construction projects.
- Provide a Cost Loaded Schedule,
- Provide a updated/ revised CPM Schedule each month.

#### 2. Reports

CM shall submit a Monthly Status Report no later than the 5th business day of each month for the work performed during the preceding month. The CM's Monthly Status Report shall:

- Detail the progress of all of the deliverables listed in the following Deliverables section.
- Discuss any issues that are impacting the CM's ability to meet the deadlines for deliverables.

## 3. Deliverables

The CM shall provide the following:

	DATE
Reconciliation with Hanscomb's estimate for the 40% construction documents	July 13, 2001
c a G-tired Deivergy Project	
71 - F 1 - 14 for 00% construction documents for Combined Driveway Project	August 17, 2001
Prepare a review of the contract documents for the Combined Driveway Project	August 17, 2001
Prepare a review of the contract documents for the Reconciliation with Hanscomb's for 90% construction documents for the	August 24, 2001
Reconciliation with transcome a for year	
Combined Driveway Project Report detailing Value Engineering options for the 90% construction documents	September 17, 2001
Report detailing value Engineering options 25	
for Combined Driveway	August 3, 2001
Cost loaded schedule for all projects totaling \$401.6M	August 3, 2001
Schematic Design estimate for the Replacement Facility	August 7, 2001
Construction staging and phasing plan for all the projects that make up the	
program	August 10, 2001
Reconciliation with Hanscomb's estimate for the Replacement Facility	August 17, 2001
Reconcination with Hauseomb 3 sections for the Replacement Facility  Report detailing Value Engineering options for the Replacement Facility	August 17, 2001
and the state of the same of t	110600111
contracting or recommending alternate methods of contracting the construction	
projects	October 19, 2001
Reconciliation with Hanscomb's Schematic Design estimate for the	00:000: 15, 2000
Replacement Facility	October 31, 2001
Provide Cost Disclosure Statements for Turner Inc./CPM and sub consultants as	Q000001 31, 2091
stated in the CM Request for Qualifications	November 26, 2001
G	December 14, 2001
The state of the second mending enhancements to the chirch memod of	Decomber 14, 2001
contracting or recommending alternate methods of contracting the construction	
- rejects	December 31, 2001
Coordination of Utility cutovers for the Temporary Utilities Project	

## Appendix B Calculation of Charges

The Personnel or Hourly Rates for the following firms are shown at the following exhibit pages. All personnel or hourly rates shall be at the prevailing market rates charged by CM Consultants to their most favored clients.

LIST SUBCONSULTANTS & CORRESPONDING EXHIBIT PAGES ON THIS PAGE PROVIDE EXHIBITS SHOWING HOURLY RATES OF PERSONNEL

Attachment B, Calculation of Charges. Laguna Honda - Interim Agreement Sept - Dec 2001 Projected

ត ក្នុង ស្ព	0	90 00			OCTOBER 31, 2001 (SEE ),00 ATTACHMENT B PG. 1 0,00 ATTACHMENT B PG. 1
Extension \$35,686.13 \$0.00 \$36,944.16 \$19,660.80 \$10,587.67 \$10,595.45 \$11,059.74 \$4,409.66	\$8,411,40 \$11,215.20	\$0.00 \$4,344.96 \$13,112.00		\$16,899,96 \$207,312,36 \$ 14,600,00 \$ 1,087,64 \$223,000,00	\$278,000.00
\$173.23 \$173.23 \$189.43 \$102.40 \$71.67 \$85.33 \$145.94 \$165.54 \$137.80	140.19 140.19	93.31 135.78 74.50		136,29	
<b>m</b>	th th	<i>មា មា</i>		<del></del>	
TOTAL 206 0 264 192 124 124 138 36	00 80 80	0 32 176	1	124	
DEC. 50 40 00 00 00 00 00 00 00	00	ထေထ		32	
NON 65 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	00	00		22	
0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	00	<b>\$</b> 4		40	
THE THE TENT OF THE TENT OF THE TENT OF THE TENT OF THE TENT OF THE TENT OF THE TENT OF THE TENT OF THE TENT OF THE TENT OF THE TENT OF THE TENT OF THE TENT OF THE TENT OF THE TENT OF THE TENT OF THE TENT OF THE TENT OF T	09	16 128		22	
HOURLY RATE 66.20 72.39 67.07 45.01 27.39 32.61 65.77 63.26 52.86	150 113	38.40 55.88 30.66	50.00 36,52 34,57 20.87	56,09	
TURNER Craig Bjorkman Willy Maulner Jerry Bonebrake Gwan Bul Shirzal, Daud Hoedlcke, Frank Corsair, Steve Dale Davis Greg Strilth Olivia Rocha	POWELL Tanya Powell Sr. Mechanical	OPM COPM Dan Banks Ismael Pugeda Berk Fellx	CM-WEST Lionel Reclo Ed Lupez Ted Paetz Admin/Acct.	BDI Kevin O'Neil	

ALLOWANGE FOR ADDITIONAL \$1100,000,000 SERVICES AS DIRECTED BY THE CITY \$6071,000,000 TOTAL

B-2

Attachment:B, Cafculation of Charges Laguna Honda - Interim Agreement May - Aug 2001

Extension \$78,988,32 \$6,958.80 \$44,699.12 \$10,240.00	\$3,276,80 \$36,449,40	\$8,211.28 \$8,689.92		\$24,532.20	i i
Billing Rate Less 7% Fee 173.22 5 173.97 5 139.94	102,40 140,19	93,31 135,78		136,29	
<u> </u>	<del>а</del>	<b>↔</b> ••		Ġ.	
TOTAL 456 40 348 100	260	. 64	-	180	
AUG 114 12 96	80	24 16		09	
JULY 114- 16- 172	120	24 16	•	48	
JUNE 114 8 8 40 16	20	16		48	
MAY 114 8 40	40	16 16		24	
त्त	<b>:</b> ,				
IOURLY RATE 66:20 66:48 53,48 39,13 39,13	150 113.	38,40 55,88 30.66	50.00 36.52 34.57	55.09	LOWANCE
-d-				-	₹
TURNER Craig Bjorkman Willy Mautner Jerry Bonebrake Gwen Buj Mike Spector	POWEL Tanya Powell Sr. Medhanical Sr. Electrical	CPM Dan Banks Ismael Pugeda Bert Fellx	CM WEST Lionel Recio Ed Lopez Ted Paelz	BDJ Kevin O'Neil	
SHEET	<del>u</del>	658 28	3 E	B4.	

\$8,460.00 \$234,505,84 CONSULTANTS' COST \$16,500.00 7% FEE \$252,732,70 \$25,267.30 10% CONTINGENCY \$278,000.00:

P O W E L L

E N T E R P R I S E S

Construction Consulting

July 27, 2001

Mr. Craîg Bjorkman TURNER CONSTRUCTION COMPANY 1625 Clay Street. Oakland, California 94612

RE: Laguna Honda Hospital Rates for Powell Enterprises

VIA FACSIMILE 1 page including this one. (510) 267 0787

Dear Craig:

Thank you for selecting Powell Enterprises as your MEP Estimator for the Laguna Honda Project.

Powell Enterprises proposes the following rates for the Project.

Principal Estimator - \$150.00 Senior Electrical Cost Estimator - \$112.75 Senior Mechanical Cost Estimator - \$112.75

These rates include all costs for labor, overhead and profit. As you know Powell Enterprises is sole proprietorship, and usually has a straight rate for services performed.

If you have any questions or require additional information please call me at (415) 835-1331.

Thank you for your consideration.

Sincerely,

POWELL ENTERPRISES

Tanya Powell - Principal



# CONSTRUCTION MANAGEMENT WEST, INC.

649 Front Street, 1st Floor San Francisco, CA 94111 Office (415) 397-6102 Fax (415) 397-4441 email: cmwest@flash.net - www.cmwestco.com

June 15, 2001

Mr. Craig Bjorkman Project Manager Turner Construction Company 1625 Clay Street Oakland, CA 94612-1531

RE: LAGUNA HONDA HOSPITAL REPLACEMENT CM West Personnel Rates

Dear Mr. Bjorkman:

We are pleased to provide you with our hourly rates as requested for this project.

Personnel	Position	Base Hourly	Multiplier	Billing Rate
Lionel J. Recio, A.I.A.	Principal Claims Analysis	\$ 50.00 / hr	3.0	\$ 150.00 / hr
Edward H. Lopez	Superintendent	\$ 36.52 / hr	3.0	\$ 109.56 / hr
Theodore J. Paetz	Field Inspector	\$ 34.57 / hr	3.0	\$ 103.71 / hr
Robert A. Muller	OSHPD Inspector	\$ 36.52/hr	3.0	\$ 109.56 / hr

If you need additional information regarding reimbursable expenses or overhead detail, please advise.

Very truly yours,

Lionel J. Recio, A.I.A.

President

LJR/fine



## BUSINESS DEVELOPMENT, INC.

Construction Management & Engineering Services

August 3, 2001

Craig Bjorkman **Turner Construction Company** 1625 Clay Street Oakland, CA 94612-1531

RE:

Laguna Honda Replacement Program Construction Management Services Project - Rates/Mulitiplier

We propose a 2.6 multiplier for this project. This rate is consistent with the rates for our other projects.

Please find listed below our proposed staff for the preliminary stage of the project.

Project Coordinator

Kevin O'Neill

\$56.09

Project Receptionist

Dorothy Herron

\$22.52

If you have any questions or concerns, please call me at (415) 671-2150.

Sincerely,

BUSINESS DEVELOPMENT, INC.

Cloteal Earby.

Senior Accountant

## HRC FORM 2A: PROFESSIONAL SERVICES

Section 1: MBE/WBE Sub-consultant Participation

This section is to be completed for the proposal, and for all modifications to this proposal/contract. All prime consultants, individual joint venture partners, subconsultants, lower tier subconsultants and any other vendors participating in the project must be listed. However, participation by MBE or WBE prime consultants or joint venture partners is not to be counted towards meeting the subconsultant goals. This form is also to be completed for all contract modifications that exceed the original contract amount by more than 20%. This form is also to be completed for all contract modifications that exceed the original contract amount by more than 20%. Shaded areas are for HRC/departmental office use only.

GOAL LEVEL:

MBE GOAL:

PROPOSER (PRIME):

PROPOSAL AMOUNT (optional): S

PAINIS A	(WARD DATE:	CONTRACT NAM	AE: CAGUNA HOHDA	HACE RE	DIAKE	WBE GOA	1	
VENDO	₹#:	ADDRESS: 100	DN: <u>CRAIG BJ000</u> 25 CLAT ST. 267-818 <b>0</b>	KMAN OHKLAN			OAL (specify):	·
*Type: In	dicate if consultant is a prime (i	P), JV partner (J)	, first tier sub (FS), lower tie	er sub (LS)	<del></del>		<del></del>	
Туре*	CONSULTANT	PORTION work (	N OF WORK (briefly describe the hat will be performed by each consultant)	Indicate MBE or WBE	•	ENT OF ORK	% of Proposal Amnt for each MBE	% of Propos Amnt for coch WBE
FS FS	CAM WELT		MLES, ENG ASSIS SUPERVISION			·	40%	
	BUSINES DEV. IN	e. Fieu	SUPERVISION SUPERVISION	MBE		<del></del>	10%	· ·
FS	POWEL ENTERPR	ISES ES	TIMATING	WEE			1616	67
					······································			
			(1901)	7671 Date  7671 Prom  Co.  65/5 Phone  570 Fax #	dlar	04 pages 1 104 pages 1 104 pages 1 104 pages 1 104 pages 1 105 pages 1 106 pages 1 107 pages 1 107 pages 1 108 pa	1598	
	FIN				· <del></del>			
declare, u	nder penalty of perjury under th	a laws of the Ste	ED MBE & WBE PARTIC te of California, that I am ut		e MBF/V	/BE subco	ngultante fa	or the
	work as reflected in my compar horized Representative (Signatu	J F P				-/-/-	maundins IC	, ine
	horized Representative (Print):		PAGE.		Date: 7	79/0	2/	

HRC FORM 2A: Page 1 of 2

JOB ##

FAMIS DOC#:

CONTRACT NO:

X200A

## SECTION 2: CONTRACTOR/VENDOR INFORMATION (Shaded Areas HRC Use Only)

Provide information for each firm listed in HRC Form 2A Section 1 (Consultant, its joint venture partner, subconsultants and lower tier subconsultants). Firms that have previously worked on City contracts may already have a vendor number. Such firms may enter their number instead of completing the rest of the information. Use additional sheets if necessary.

FIRM NAME:	CPM SERVICES	CONTRACT #:
ADDRESS:		VENDOR #:
	607 MARKET ST.	FEDERAL I.D.#:
CITY:	SAN FRANCISCO	
STATE:	CA ZIP94105	
PHONE #:	415)543-6515	
SERVICE:	SCHEDNLING/FIELD ENG.	<u> </u>
FIRM NAME:	CM WEST	CONTRACT #:
ADDRESS:	930 Mantbomed ST.	VENDOR #:
CITY:	SAN FRANCISCO	FEDERAL I.D.#:
STATE:	CA	
PHONE #:	(94133	
SERVICE:	FIELD SUPERVISION	
FIRM NAME:	PRINCEL ENTERPRISES	CONTRACT #:
ADDRESS:	I MAJEKET PLAZA - SPEAR TOWER	VENDOR#:
LCITY:	SAN FRANCISCO.	FEDERAL I.D.#:
STATE:	CA 94105	
PHONE#:	415) 293 - 8170	
SERVICE:	ESTIMATING	
FIRM NAME:	BUSINESS DEVELOPMENT INC.	CONTRACT#:
ADDRESS:	1790 YOSEMITE AVE 2rd FL.	VENDOR #:
CITY:	SAN FRANCIS (O, CA	FEDERAL I D.#:
STATE:	CA STATE:	
PHONE#:	(415) 671-2150	
SERVICE:	FIBUD SUPERNSION	
FIRM NAME:		CONTRACT#
ADDRESS:		VENDOR:#:
CITY:		FEDERAL I.D.#:
STATE:		
PHONE #:	( )	
fSERVICE		

CIT

## City and County of San Francisco



Willie Lewis Brown, Jr., Mayor Edwin M. Lee, Director



(415) 554-6229 FAX (415) 554-6232 http://www.sfdpw.com

Department of Public Works Contract Administration Division Financial Management and Administration 875 Stevenson Street, Room 420 San Francisco, CA 94103-0903

Gordon Choy, Division Manager

## TRANSMITTAL LETTER

February 4, 2003

Contractor:

Turner Construction/CPM, JV

1625 Clay Street Oakland, CA 94612

Project:

Interim professional construction management services for the Laguna

Honda Replacement Project encompassing the design phase.

Through December 31, 2003

**Modification Amount:** 

\$1,477,231

Job No.:

8200A

DPW Order No.:

173,547

No.:

Controller's Posting Number:

Reference this # on your invoices

ENAT02000024-01

Date Posted:

January 10, 2003

This Transmittal Letter forwards a copy of the Modification of Agreement and Contract Purchase Order No. ENAT02000024-01 in the total as-modified to date, \$3,220,024, for the subject project.

Very truly yours,

/Gŏrdon Choy Division Manager

CC:

Michael Lane, BOA/LHH Replacement Project

Nini Leigh, DPW -- OFFMA Accounting w/attachments

Attachments:

Contract Purchase Order

Modification of Agreement

GEC:mn

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork 665

Continuous Improvement

	<del></del>	<del></del>				<del></del>					<del></del>						<del>,</del> -	•						1				
	-BOA 3.547	,	OF 1	PERIOD COVERED  Optification	Donombor	SEND INVOICES IN DUPLICATE TO: BOA	30 Van Nase Avo 446 Etc.	San Francisco, CA 9410294102	Attention: Michael Lane		1/1/03	1/1/03	1/1/03				le of description	£348726	s: Complies						CONTROLLEB	Grant Grant Detail ADDENDUM	<del></del>	
	DEPARTMENT Public Works-BOA. DEPARTMENT CONTROL NO. 173, 547	DATE PAGE	1/9/2003 1	ORIGINAL CONTRACT NUMBER	ENAT02000024-01				NSURANCE	REQUIRED	WORKER'S COMP \$1M	MP. GEN. LIABILITY \$1M	AUTOMOBILE \$1M	UMBRELLA	OTHER INSURANCE. Waived	OTHER INSURANCE	ATTACHMENTS - Please Idenully by title or description	Business Tax Certificate #348726	Chpt. 12B - Equal Benefits: Complies	SYSTEM USE		11.8	Domino	-PURCHASER	TOR OF PROPERTY	Detail	CHLSNF SNCM50	
		JEAT03001474-01			PSC #4264-00/01	DELIVER TO: BOA	30 Van Ness Ave., 4th Floor	San Francisco, CA 9410294102		<u> </u>	<u> </u>	Provide professional construction management services encompassing only COMP.GEN. LIABILITY the preliminary programming of the Reference	resign and construction of the leam. Interim agreement ends July				TA.			<u>vs</u>		APPROVALS	Purchaser's Annroval Not Boarder	MATERIALS, SUPPLIES, & SERVICES * PURCHASER	REAL PROPERTY LEASES & RENT - DIRECTOR OF PROPERTY	User Code Project	02799 CHI	
Original	1tion-Increases	-Decrease.		TOTAL APPROVED CONTRACT \$ 3,220,024	CIVIL SERVICE RESOLUTION NO.:	o. 57541 Six: 01	FEINISSN No. 94-3406664	Phone #	RETAINAGE REQUIRED, YESING NO	UNT OR %		istruction management serv	Replacement Program, Inter		Mod#2 adds \$1 477 231 and extends interim agreement to 12/31/2002.	ina extendo intellin agreeme					F. SL CPF LOC	000	Jan Jan Jan Jan Jan Jan Jan Jan Jan Jan	UBLIC WORKS		Index Cade Sub-Object	PWA595LPFLOC 02:	
EV 2000-2004		RIM	Contracts		73,547	ICPM, JV VENDOR NO.	FEINISSWI		RETAINAGE	DETAILED DESCRIPTION OF SERVICES AND BEGINS		Provide professional construction manage the preliminary programming the preliminary programming the preliminary programming the preliminary programming the preliminary programming the preliminary programming the preliminary programming the professional programming the professional programming the professional programming the professional programming the professional programming the professional programming the professional programming the professional programming the professional programming the programm	Laguna Honda Hospital Replacement Prog	Wodffd adde 64 444 400	Mod#2 adds \$1,141,130 E						Job No.: 8200A FT/F/SF:	10	(415) 554-6232 Hall	Stobal of Public Works	Print Name) BOARD OR COMMISSION	Amount Inde	\$1,477,231 00 PW.	
ADPICS/FAMIS . F	CITY/COUNTY : SAN	CONTRACT PURCHASE ORDER INPUT FORM	Complete for Contract Order type Agreements and Contracts	AMOUNT OF THIS ENCUMBRANCE \$ 1,477,231	CONTRACTOR:	Turner Construction/CPM, JV Abbress	1625 Clay Street	Oakland, CA 94612	TERIAS OF PAYMENT	COMMODITY OR SERVICE CODE #	טק טרפר	17. in. x 11.			66	original Amount: \$ 601,000,00	Prior MODS.		This MOD. \$1.477.231.00	Tolal as-modified: \$3,220,024,00		Mary Ng	(415) 554-6225 Fax #	Lollta	Line Document Number (Ph	No. Number Suffix	1 JEAT03001474 01	

FAML6300 V4.2 CITY/COUNTY OF SAN FRANCISCO PRODUCTION; FAMIS 01/10/2003 TRANSACTION DETAIL INQUIRY LINK TO: ACTIVE OCUMENT -- POST PERIOD -- POST DATE ----- POSTED BY ----- UNIT 37 33001474 01 07 2003 JAN 2003 01/10/2003 NELLY, REMY TRANS CODE : 141 INCREASE A NON-ADPICS ENCUMBRANCE

DOCUMENT REF : ENATO2000024 01

TRANS DESC. : JOB8200A MOD2 OF LHH REPL PROJ INTERIM CM SRV

AMOUNT : 1,477,231.00 DUE DATE : SINGLE CHECK :

VENDOR NUMBER : 57541 01 TURNER CONSTRUCTION/CPM SERVICES INC A J

INDEX CODE : PWA595LPFLOC BOA-AAT/DA5/13/PP/LHH-CAP PROJ-LOCAL FD

SUB-OBJECT : 02799 OTHER PROFESSIONAL SERVICES

USER CD 

USER CD GRANT / GR DTL :

8200A-TURNER CONSTR/COOPER PUGEDA PROJ / PJDTL : CHLSNF SNCM50

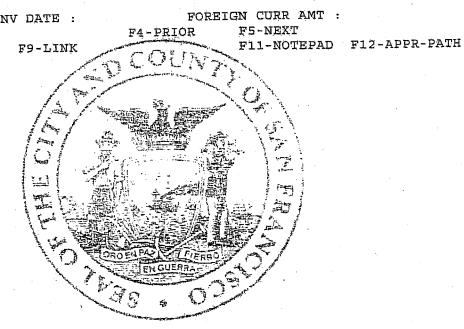
END DATE : START DATE :

G/L / SUBSID : BANK NUMBER : TREAS NUM

CURRENCY CODE : CONV DATE :

F1-HELP

G014 - RECORD FOUND



FAML1010 V4.2 CITY/COUNTY OF SAN FRANCISCO PRODUCTION; FAMIS

NOTEPAD

01/09/2003 1:24 PM

ATTACHED TO : DOCUMENT NUMBER : JEAT03001474

PAGE : 01 OF 01

TURNER CONSTRUCTION/CPM, JOINT VENTURE (NON-PURCHASING ENCUMBRANCE FOR ON-LINE APPROVAL)

JOB#8200A

DPW#173,547 MODIFICATION#2

PROJECT: INTERIM AGREEMENT FOR CM SERVICES FOR LAGUNA HONDA HOSPITAL

REPLACEMENT PROJECT

PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVCIES PER CONTRACT DOCUMENTS

ORIGINAL CONTRACT AMOUNT: \$ 601,000.00

MODIFICATION#1 AMOUNT MODIFICATION#2 AMOUNT

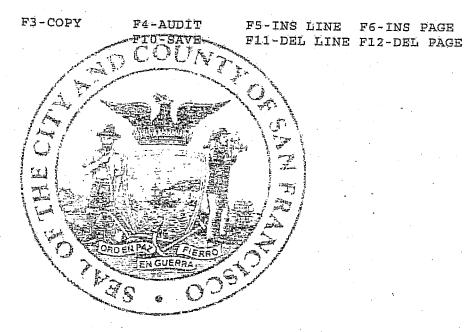
\$ 1,141,793.00

\$ 1,477,231.00

TOTAL INTERIM CONTRACT NOT TO EXCEED: \$ 3,220,024.00

TERM: CERTIFICATION TO 12/31/2003

F1-HELP F7-PRIOR PG F8-NEXT PG G001 - RECORD SAVED



City and County of San Francisco
Purchasing Department
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685

#### MODIFICATION NO. 2 TO THE AGREEMENT

Between the City and County of San Francisco and

#### TURNER CONSTRUCTION COMPANY COOPER PUGEDA MANAGEMENT, INC. JOINT VENTURE

This modification to the Agreement ("Modification No. 2") is dated for convenience, December 16, 2002, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Turner Construction Company/Cooper Pugeda Management, Inc., JV (the "CM").

WHEREAS, the parties intend to increase the contract agreement by \$1,477,231 for work projections 2003.

WHEREAS, the parties intend to increase the term of the contract to December 31, 2003.

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges, 2002 Work Plan Staffing Plan.

## THE PARTIES AGREE as follows:

- A. Page 2 of 20 of the Agreement, Section 2 Term of the Agreement, the term of the Agreement shall be March 15, 2001 to December 31, 2003:
- B. Page 2 of 20 of the Agreement, Section 5 Compensation, compensation shall not exceed three million, two hundred twenty thousand, twenty four dollars (\$3,220,024).
- C. Appendix B, Calculation of Charges, replace the 2002 Work Plan dated 08/28/2202 with, 2002 Work Plan dated 12/16/02 and add 2003 Work Plan dated 12/17/02.

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 2 to the Interim Agreement on the day first mentioned above. CITY CONTRACTOR Signature for Department Authorized Signature Michael O'Brien Vice President & Regional Manager Turner Construction Management Harlan L. Kelly, Jr. Printed Name Printed Name and Title Dala Approved as to Form: Authorized Signature Dennis J. Herrera Ismael Pugeda, President City Attorney Cooper Pugeda Management, Inc. Printed Name and Title Turner Construction Company/ Ву Cooper Pugeda Management, Inc. Deputy City Attorney Company Name 222 Kearny Street, Suite 308 Approved: Address San Francisco, CA 94104 Edwin M. Lee City, State, ZIP Director of Public Works (415) 274-2900 Approved: Phone Number

### Attachments:

City Administrator

Appendix B, Calculation of Charges, Work Plan 2002 Appendix B, Calculation of Charges, Work Plan 2003

94-3406664

Federal Employer ID Number

## Brief Description of Services

The Program Manager will control the role, work, and assignments of CM. CM staff will report to and be subject to direction of DPW. During the term of the Agreement, the Program Manager will issue specific tasks containing a specific scope of work and allocating a budget for such work. CM will only furnish services for those tasks within the allowed task budget. Upon authorization by the City to proceed, the CM shall provide the following services:

- Provide detailed construction cost estimates and reconciliations with the Architect's estimates, for the design phases of each of the projects.
- Provide detailed analyses of the Architect's bid documents for the projects that make up the Program. The analyses will be for constructibility, completeness and consistency of the documents.
- Participate in Value Engineering during the major design phases of each of the projects.
- Provide expert contractual and technical input on Division 0 and 1; and Divisions 2 through 16 for each of the construction projects.
- Provide a updated/revised CPM Schedule each month.
- Establish Field Offices on Site.
- Provide As-Needed Contract Administration Services.
- Provide As-Needed Services as directed by the Program Manager.

## Turner

Veronica Ng Human Rights Commission 30 Van Ness Avc., Fifth Floor San Francisco, CA 94102

RE: Laguna Honda Replacement Hospital

Tumer Construction Company 450 Sutter Street San Francisco, CA 94108 phone: 415.274.2900 fax: 415.705.7949

December 18, 2002

Dear Veronica:

Enclosed is our adjusted 2002 MWBE staff plan for Laguna Honda Hospital Replacement Project. We have met our goal for the WBE participation. We are short of our MBE participation due to delays in the schedule of the first two bid packages, Utility Modification and Access Improvement.

Distribution of 2002 Goals:

- 1) WBE Goal = 8% (\$88,101) \*Actual = 12.9% (\$112,229) Goal Exceeded
- 3) JV Goal = 24% (\$276,861) \*Actual = 10.2% (\$88,641) Goal Not Attained

\*The actual percentages are based on the total actual cost of work in 2002 less the allowance.

- 1) WBE goal was exceeded due to more estimating than we originally anticipated.
- 2) MBE goal was not met due to a delay of approximately four months for release of bid packages for Site Utilities and Access Improvement. Since this work was not available we were unable to place MBE staff. One of these packages was just released in mid November and the MBE participation has already increased in November and is projected to continue in 2003.
- 3) JV Partner goal was not met due to the same reason as item #2 above. This participation has also already increased in December '02.

Although the bid process and subsequently the start of work was delayed, the design drawing preparation dates were generally met by the Architect and therefore the firms' qualified to performed estimating, Powell Associates (WBE and Turner Const.), met the original staff projections.

We seek your approval of our revised staff projection for 2002 and our new plan for 2003.

10 Dren

Respectfully.

Craig Bjorkman

Cc:

TURNESS ONSTRUCTION COMPANY/COOPER PUGEDA MANAGEMENT, JV ENATCESS 00024 01

Company	2002	2003	Hotol		FUUL	
cilon			2	2000	I	200
cilon						
Otion	EAB 7 081	*ARK 527	\$1305.299	41.4	\$331,791	\$81
	100,100	12,12,12				
		077	×00 0000	97.6	S44 280	513
	\$88,641	235/164B	LCC DCCC	7117	27.	1
Downall Associates (MRE) \$48,865	\$112,229	\$64,499	\$225,592	9	\$48,865	216
Section 188	5477 380	\$555.548	\$773,112	25	\$40,184	:\$2
		000	000		80 00	
Allowance Items \$9,908	\$23,900	\$100,000	2133,000		20,00	
1691	\$890,131	\$1,603,223	\$2,988,361	100%	\$475,008	57.33
Contract Amount	\$1,141,793	\$1,477,231	\$3,220,024		*	
	-\$251,663		-\$251,663	-		

7 60%

\$530,551

\$1,305,299

100.00%

100,00%

\$2,968,361

\$133,808

\*Contract Value for 2003 which excludes the savings/overrun for 2001.

Laguna Honda , Ital Replacement 2002 Work Plan

rancisco

Clly of 5

1,141,793

1,830

51,840 15,701 39,350 27,286 25,958 18,371 119,009 26,770 68,640 191,896 CONSULTANTS ING/hr Extension 6,521 684,821 4 44 44 BILLING/hr SUBTOTAL 99.84 153.09 99.84 85.80 65.00 140.19 112.75 112.75 120,00 114.00 114.00 SUM 136.29 7% Fee for consultants 2% Fee on Subconsultants Allowance as needed work 76,163 47,819 50,203 8,769 33,361 12,578 33,686 Extension 66,520 10,987 382,672 en en ы COST/hr 178.96 82.17 189.43 149.34 117.78 74.87 138.25 193,57 114.01 SUM 112 - 349 - 242 0 TOTAL 2,940 260 120 1,192 1,408 384 510 344 49 406 312 1,056 406 168 244 220 8,272 432 010 0,0 00 12 20 8 8 178 40 178 32 6 66 62 34 32 DEC 465 700, 9,2 184 16 1,300 176 9 NOV 92 441 10 33 24 ō 19 85 9 134 20, 1,430 474 00.1 80 33 184 Staffing Plan 104 120 441 176 1,868 184 먊 2 2 176 1,025 38 65 176 16 176 225 225 376 176 3,346 8 2 8 176 176 176 176 20. 13 th 176 184 406 212 176 40 176 ¢ , **3** 24 184 8 698 **4** 0 N N N 유 184 50 424 9 <u>\$</u>0 MAY 28 264 82 **₽** € € 20 20 APR 35 75 94 0 526 75 0 2 은 6 10 172 168 168 168 25 26 26 8 8 8 MAR 16 40 0 2,278 24 168 922 165 32 9 15 77 E 2 4 0 5 23 32 Z 19 뭐 201 281 920 JAN 39 32 40 8 4 24 Vall Denmead, Preconstruction Engineer Greg Smith, Preconstruction Engineer TURNER Craig Bjorkman, Project Executive Willy Mauther, Estimating Manager CPM
Dan Banks, Pre-Qualifications
Ismael Pugeda, Scheduling
Dan Garda, Special Sludies
Obert Felix, Scheduling
Administrator Kevin O'Nell, MEP Coordinator Jerry Bonebrake, Esilmalor Gwen Bul, Esilmalor Sleve Corsair, Esilmator Tim Coyle, MEP Esilmator Kaj Oslerback, Estimator Tanya Powell, Estimator Sr. Mechanical, Estimator levised June 12, 2002 Ben Shim, Estimator Special Studies TOTAL HOURS MEP Estimator Special Studies Admin/Acct POWELL Ted Paelz CM West BDI Ed Lopez Turner Powell CPM

City of \$ ... ancisco
Leguna Honda i ...al Replacement
2003 Work Plan
Staffing Plan

MAY   JUN   JUN   AUG   SEP   OCT   NOV   DEC   TOTAL   COSTIN   Extension   BILLINGIN   Extension   BILLINGIN   Extension   BILLINGIN   Extension   BILLINGIN   Extension   BILLINGIN   Extension   BILLINGIN   Extension   BILLINGIN   Extension   BILLINGIN   Extension   BILLINGIN   Extension   BILLINGIN   Extension   BILLINGIN   Extension   BILLINGIN   Extension   BILLINGIN   Extension   BILLINGIN   Extension   BILLINGIN   Extension   BILLINGIN   Extension   BILLINGIN   Extension   BILLINGIN   Extension   Extension   BILLINGIN   Extension   BILLINGIN   Extension   BILLINGIN   Extension   BILLINGIN   Extension   BILLINGIN   Extension   Extension   BILLINGIN   Extension   Extension   BILLINGIN   Extension   Extension   BILLINGIN   Extension   Extension   BILLINGIN   Extension   Extension   BILLINGIN   Extension	FEB   MAR   ARR   MAY   LUN   AUG   SEP   OCT   COTAL   COTA													1	TURNER	וכרו	LTANTS
Secretary   Secr	Strain   S	ļ	144	1	ADD		١	1.	1				TOTAL	COST/hr	Extension	BILLING/hr	Extension
Street   S	Street   S	OWIN LEED	- 1		-	121			12	-		-	法が変更	2000年,超级工	Andrew Strain		14.7.6
S	S	THE STATE OF THE S		18 E	_	7 Va			_	-		4	870	181.89	Ť		us.
19   9   8   9   9   6   6   6   8   284   158.01   5 44.533   8 25,744   9 5 5 5 74   9   5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	19	+	T	3 5	g 5	1		+	1	+	$\vdash$		20	198.90			(A
1980   176	19	+	1	19.0	2 4	,	«	-	<del> </del>	<u>l</u>	<u> </u> 	80	284	156.81			
The color of the	The   The	+	. 1	794	1	+	,	1	L	_	  -	  -	168	153.24			
The color of the	State   176   17		1	3 8					1				32	187.91	1	-	
190   176	1970   176		1	18		-	-			_			168	78.61	į		co.
19   19   19   19   19   19   19   19	Column   C		1	2		S	H	-	Ļ	ŀ	<u> </u> _	-	1,312	145.16		*	ia
Column   C	Column   C	***************************************	ı	-		-	ł	1	Į		_		0	119.70	( <del>/)</del>		(G
Severage   National Strategy   National Stra	1972   1975		1		1	1	-		Ì	-			0	<u> </u>	•		en
1972   1972	147.20   5   147.20   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   5   147.20   1	Contract of the Contract of th	1	44.72 pd.		Taring Selection	1000	To the second			· 大阪市	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	<u></u>	12.	12000000	5. 混乱的 对对对的国	を いっと いっと いっと
156   156   157   158	15   176	Cast of the Cast o	퉵.	200		1300	C. TEHAT	200						<u>!                                    </u>	<u>.                                    </u>	147,20	.
1972   1972	192   32   118.39   5   118.39   113.3	Z	_[	3 8	24		1					-	165			118.39	
18	10		1	3	8	1		1	1	-	<u> </u>		6			118.39	
10	176   176		Ì	8	1			1	-	1		66	192		4	118.39	
176	176   176	_	_		35		7			Į.	İ		3			I.	14 4 2500
176	176	30	3		10 C		G.			1	ā.,		0 142			1	1
10	176   176		9	176	9	1/8	1(0	+	+	+	÷	1	1 20			150 74	
178   176	176   176	_	-	60	8	₽.	8	-	-	1	-	+	8	-	*	10V B2	1
176   176	176   176	<u>.</u> .		40	- 20	40	40	-	<u> </u>	4	+	-	480			30.00	1
Transport   Principal   Prin	Transport   Prince	<u> </u>	0	176		176		_		_ 1	4	1	<u>.  </u> ;			40.00	1
Region   Particle   176   17	Registration   Regi	<b>東京の日本の日本の日本</b>	2		中医性的	_			_	7	150,5		-				-
176   176	176   176						_ <u> </u>	+	4	+	+	+				120.00	
176   176	176   176						S	-+	-	4	+	+	1,230			2000	1
176   176	176   176							-	1	-	-	-					3 U
176   178   176	176   178   178   176								-1	_1	-4		÷	10.00	9 3	1	4. 14. 14. W
176         177         177         177         177         177         177         177         176         177         176 <td>176         177         174         202         1234         1202         1234         1202         1234         1202         1234         1202         1234         1202         1234         1202         1234         1202         1234         1202         1234         1202         1234         1202         1234         1202         1234         1202         1234         1202         1234         1202         1234         274         <th< td=""><td></td><td>1</td><td></td><td></td><td>F.15</td><td>(安全)</td><td>100</td><td>7</td><td>-</td><td>_</td><td></td><td>7</td><td></td><td></td><td>00 00</td><td></td></th<></td>	176         177         174         202         1234         1202         1234         1202         1234         1202         1234         1202         1234         1202         1234         1202         1234         1202         1234         1202         1234         1202         1234         1202         1234         1202         1234         1202         1234         1202         1234         1202         1234         274 <th< td=""><td></td><td>1</td><td></td><td></td><td>F.15</td><td>(安全)</td><td>100</td><td>7</td><td>-</td><td>_</td><td></td><td>7</td><td></td><td></td><td>00 00</td><td></td></th<>		1			F.15	(安全)	100	7	-	_		7			00 00	
176   176	176   176	_	9	H	-		176	닉	-	- 1	_ <u>i</u>	+	<u> :</u>	***	e .	130.20	•
1,544 949 920 1,138 1,202 1,234 1,202 1,234 1,202 1,234 1,202 1,234 1,207 1,24 13,511 SUM \$ 442,174 SUM \$ 5 442,174 SUM \$ 5 1 2,854	1,544 949 920 1,138 1,202 1,234 1,202 1,234 1,202 1,234 1,202 1,234 1,202 1,234 1,202 1,234 1,202 1,234 1,202 1,234 1,202 1,234 1,202 1,234 1,202 1,348 1,924 2,052 2,116 2,05	1	9		1	. 1	138	176	+	+	+	-	1			114.00	
1.544 949 920 1,138 1,242 1,234 1,244 1,244 1,244 1,244 1,244 1,244 1,244 1,244 1,244 1,244 1,244 1,244 1,244 1,348 1,924 2,052 2,116 2,052 2,116 2,052 2,116 2,052 2,116 2,052 2,116 2,052 1,136   Savings from 2001 Plan \$ \$	1.544 949 920 1,138 1,242 1,234 1,244 1,244 1,244 1,244 1,244 1,244 1,244 1,244 1,244 1,244 1,244 1,244 1,244 1,244 1,244 1,244 1,244 1,244 1,345 1,546 1,488 1,924 2,052 2,116 2,052 2,116 2,052 2,116 2,052 2,116 2,052 2,116 2,052 1,1138		ı	┪			-4	ᅴ.	-1	-1	-	_ `	4	MIS	1	SIIM	1
562         90         168         274	562         90         168         274		얹			920		- 1	- 1		-	1	3		١		
210 107 0 32 0 32 0 32 0 32 0 32 6 32 6 32 6 32	210 107 0 32 0 32 0 32 0 32 0 32 497 7% Fee Subconsultaints 5 2 736 1,546 1,546 1,924 2,052 2,116 2,052 2,116 2,052 2,116 22,739 Total Request		4				274	274	274	274						) A TOTAL TO	
400 400 400 400 400 400 400 400 400 400	400 400 400 400 400 400 400 400 400 400		ijά				22	Ó	ĸ	Ö	8					SUBJUILLE	·
2,736 1,546 1,488 1,924 2,052 2,116 2,052 2,116 2,052 2,116 22,796 Savings from 2001 Plan	2,736 1,546 1,488 1,924 2,052 2,116 2,052 2,116 2,052 2,116 22,796 Savings from 2001 Plan \$ 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	•	Š				400	400	400	400					7% Fee		1
2,736 1,546 1,488 1,924 2,052 2,116 2,052 2,116 2,052 2,116 22,799 Allowance as needed work \$   Total   \$   Total   \$   Total   \$   Savings from 2001 Plan   \$	2,736 1,546 1,488 1,924 2,052 2,116 2,052 2,116 2,052 2,116 22,799 Allowance as needed work \$   Total   \$   Total   \$   \$   \$   \$   \$   \$   \$   \$   \$		2				80	176	176	176				·	2% Fee on St	bconsultants	1
Savings from 2001 Plan \$	Savings from 2001 Plan \$ 1 Total S		e.			٠,	-	052		052	ĆΛ	ςį		-	Allowance as	needed work	,
es e	es vs	E	3	1		1								ı		- 1	~
	A										٠			<b>α</b> .	avings from 2001	Plan	

Projection	\$64,489 \$555,547 \$402,609 \$480,466 \$ 1,503,212
Goal	\$90,193 \$375,805 \$414,890 \$622,935
stribution of staff projections	X 6%= WBE= X25%=MBE= X40% of 69%= X60% of 69%=
Distribution of	\$1,503,225 \$1,503,225 \$1,503,225 \$1,503,225

## **HUMAN RIGHTS COMMISSION**

## Change Order/Contract Amendment/Modification Approval Form

This it must be completed for all construction contracts of which the original contract amount was \$50,000 or more and for all architectural, engineering, or professional service contracts of which the original contract amount was \$25,000 or more, when the original contract amount has been cumulatively increased by more than 10%. Contract Name: Modification No. 2 to the Interim Agreement between the City and County of San Francisco and Turner Construction Company/ Cooper Pugeda Management, Inc., Joint Venture Contract # ENAT02000024 01 Date Prime Contractor: Turner Construction Company Original MBE goal \_\_\_\_\_\_ Original WBE goal Check Request: Change order #\_ Modification # 2 Amendment # Original contract award \$601,000 Contract amount as modified to date \$1,141,793 Current amount of change order/modification/ amendment requested \$1,477,231 New contract amount including this change order/ modification/amendment \$3,220,024 Brief Description of Service(s) required for this change order, modification, or amendment (use a separate sheet if necessary). See Attached Description SUBMIT THE REQUIRED DOCUMENTS: Failure to submit ALL of the following required documents will delay HRC's approval. s of all change orders, amendments or modifications leading up to the 10% cumulative increase of the original contract amount. A spreadsheet identifying all the firms participating on the contract (including the prime contractor), their MBE or WBE status, scope of work, original contract amount and %, modifications to date and current contract amount and %. Please provide totals including the original and modified total contract amount to date. or all modifications increasing the original contract amount by a cumulative 20%, HRC's approval is required (between 10% and 0%, HRC must be notified but no approval is necessary). lpon HRC's receipt of the required documents, HRC shall make the determination regarding the proposed change order, modification, or mendment within 5 business days. If a written response is not received from HRC within 5 business days, the request shall be deemed to pon approval by HRC, the prime contractor must complete and submit HRC Form 10 to HRC. equested by: lichael Lane, P.E. epartment /Division oproved by: ıman Rights Commission

## City and County of San Francisco



Willie Lewis Brown, Jr., Mayor Edwin M. Lee, Director



(415) 554-6229 FAX (415) 554-6232 http://www.sfdpw.com

Department of Public Works
Contract Administration Division
Financial Management and Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0903

Gordon Choy, Division Manager

## TRANSMITTAL LETTER

September 5, 2003

Contractor:

Cooper Pugeda Management, Inc.

607 Market Street, 2nd Floor

San Francisco, CA 94105

Project:

Interim CM Services for Laguna Honda Hospital Replacement Project

Through December 31, 2003

**Modification Amount:** 

\$1,150,165 (Balance of \$1,208,046 less reduction of scope of work,

\$57,884)

Job No.:

8200A

DPW Order No.:

173,547

Controller's Posting Number:

Reference this # on your invoices

No.:

ENAT04000001

Date Posted:

July 19, 2003

This Transmittal Letter forwards a copy of the Modification of Agreement and Contract Purchase Order No. ENAT04000001 in the total as-modified to date, \$1,150,165 (balance as assigned to CPM), for the subject project.

Very truly yours,

Mary M. C. Ng

Asst. Division Manager

May M. C. 7/g

CO:

Michael Lane, BOA

Attachments:

Contract Purchase Order

Modification of Agreement

mmn

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork

Continuous Improvement

FAML6300 V4.2 CITY/COUNTY OF SAN FRANCISCO PRODUCTION: FAMIS 07/21/2003 TRANSACTION DETAIL INQUIRY LINK TO: 1:36 PM ACTIVE DOCUMENT -- POST PERIOD -- POST DATE ----- POSTED BY ----- UNIT ENAT04000001 01 01 2004 JULY 2003 07/19/2003 QUEVEDO, CYNTHIA TOTAL TRALICODE : 140 ESTABLISH A NON-ADPICS ENCUMBRANCE

DOCUMENT REF :
TRANS DESC. : JOB8200A INTERIM CM SERVICES LHHR PROJECT

AMOUNT : 1,150,165.00 DUE DATE : SINGLE CHECK :
VENDOR NUMBER : 35190 01 C P M SERVICES INC
INDEX CODE : PWA595LPFLOC BOA-AAT/DA5/13/PP/LHH-CAP PROJ-LOCAL FD
SUB-OBJECT : 02799 OTHER PROFESSIONAL SERVICES GRANT / GR DTL : PROJ / PJDTL : CHLSNF SNCM50 8200A-TURNER CONSTR/COOPER PUGEDA START DATE END DATE : G/L / SUBSID : BANK NUMBER : TREAS NUM CURRENCY CODE : CONV DATE : FOREIGN CURR AMT : F1-HELP F4-PRIOR F5-NEXT

F9-LINK

G014 - RECORD FOUND

F11-NOTEPAD F12-APPR-PATH

NOTEPAD

TTACHED TO : DOCUMENT NUMBER : ENAT04000001

GE : 01 OF 01

COOLER PUGEDA MANAGEMENT SERVICES INC. (CPM SERVICES INC) (NON-PURCHASING ENCUMBRANCE FOR ON-LINE APPROVAL)

JOB#8200A DPW# 173,547 MODIFICATION#3 PROJECT: INTERIM AGREEMENT FOR CM SERVICES FOR LAGUNA HONDA HOSPITAL

REPLACEMENT PROJECT

PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES PER CONTRACT DOCUMENTS

ORIGINAL CONTRACT AMOUNT, MODS#1 & #2 (JV WITH TURNER CONSTRUCTION):

\$601,000 + \$1,141,793 + \$1,477,231 = \$3,220,024

BALANCE OF CONTRACT AT 5/9/03 ASSIGNMENT TO CPM SERVICES: \$1,208,046

MODIFICATION#3 REDUCES SCOPE OF WORK BY \$57,884

ENCUMBRANCE FOR MODIFICATION#3: \$1,150,165

TERM: TO 12/31/2003

F1-HELP F7-PRIOR PG F8-NEXT PG G001 - RECORD SAVED

F3-COPY

All months on a

F4-AUDIT F5-INS LINE F6-INS PAGE F10-SAVE F11-DEL LINE F12-DEL PAGE

City and County of San Francisco Department of Public Works Contract Administration 875 Stevenson Street, Room 420 San Francisco, CA 94103-0935

## MODIFICATION NO. 3 TO THE AGREEMENT

Between the City and County of San Francisco and

## COOPER PUGEDA MANAGEMENT, INC. DPW No. 173,547

This modification to the Agreement ("Modification No. 3") is made this \_\_\_\_\_\_ day of June, 2003, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

#### RECITALS

WHEREAS, the parties intend to reduce the Scope of Services to be performed by the CM;

WHEREAS, the parties intend to decrease the compensation to be paid to CM;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges, 2003 Work Plan Staffing Plan;

WHEREAS, the parties intent to change the CM's Address.

THE PARTIES AGREE as follows:

- A. Modify the Contract by replacing Appendix A "Description of Services" in its entirety with "Description of Services" attached hereto as Exhibit 1.
- B. Modify the Contract by amending section 5 "Compensation," to read as follows: The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed three million one hundred sixty-two thousand one hundred forty dollars (\$3,162,140) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein.
- C. Modify the Contract by replacing Appendix B "Calculation of Charges" in its entirety with the 2003 Work Plan dated June 16, 2003 attached hereto as Exhibit 2.
- D. Modify the Contract by amending section 25 "Notices to the Parties" so that CM's address shall read as follows:

Cooper Pugeda Management, Inc. 607 Market Street, 2nd Floor San Francisco, CA 94105

Interim Modification 3 (6/16/2003)

Page 1 of 2 COOPER PUGEDA MANAGEMENT, INC.

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 3 to the Interim Agreement on the day first mentioned above. CONTRA **CITY** Authorized Signature Signature for Department Ismael Pugeda/President Cooper Pugeda Management, Inc Harlan L. Kelly, Jr. Printed Name and Title Printed Name Approved as to Form: Dennis J. Herrera City Attorney Cooper Pugeda Management, Inc. Company Name Deputy City Attorney 607 Market Street, 2nd Floor Address Approved: San Francisco, CA 94105 City, State, ZIP Edwin M. Lee Director of Public Works (415) 543-6515 Phone Number Approved: 94-3227941 Federal Employer ID Number

#### Attachments:

City Administrator

Exhibit 1, Appendix A - Description of Services Exhibit 2, Appendix B - Calculation of Charges, Revised Work Plan 2003 dated June 16, 2003

Interim Modification 3 (6/16/2003)

Page 2 of 2 COOPER PUGEDA MANAGEMENT, INC.

## Exhibit 1 Appendix A Services to be Provided by CM

## 1. Description of Services

The Program Manager will control the role, work, and assignments of CM. CM staff will report to and be subject to direction of DPW. During the term of the Agreement, the Program Manager will issue specific tasks containing a specific scope of work and allocating a budget for such work. CM will only furnish services for those tasks within the allowed task budget. Upon authorization by the City to proceed, the CM shall provide the following services:

- a. Provide a construction management team on site, in conjunction with City staff, to provide professional services to administer the utility relocation, G2 improvements, mass excavation and CM-at-risk contracts. Services will include those typically provided by a resident engineer, field inspector and document control/administrative support personnel. Services requested on an as-needed basis include scheduling and change order estimating.
- b. Provide as-needed CM-related services, as directed by the Program Manager, such as constructability reviews.
- c. Provide additional services, as directed by the Program Manager, such as design support, materials testing, MIS support, surveying, plan check, EIR specialist, and other similar services as may be deemed necessary.

### 2. Reports

CM shall submit a Monthly Status Report no later than the 5th business day of each month for the work performed during the preceding month. The CM's Monthly Status Report shall:

- a. Discuss any issues that are impacting the CM's ability to meet the deadlines for deliverables.
- b. Detail the status of the CM's budget and provide a forecast on the CM's contract cost at completion
- c. Include the CPM schedule updated through the preceding month.
- d. Include a discussion on the schedule highlighting any delays and a suggestion of possible mitigation measures.

#### Exhibit 2 Appendix B Calculation of Charges

The Personnel or Hourly Rates for the following firms are shown at the following exhibit pages. All personnel or hourly rates shall be at the prevailing market rates charged by CM Consultants to their most favored clients.

LIST SUBCONSULTANTS & CORRESPONDING EXHIBIT PAGES ON THIS PAGE PROVIDE EXHIBITS SHOWING HOURLY RATES OF PERSONNEL

## MODIFICATION NO. 3 TO THE AGREEMENT

Between the City and County of San Francisco and

COOPER PUGEDA MANAGEMENT, INC. DPW No. 173,547

Exhibit 2 Appendix B Contract Summary 6/20/2003

Original Contract Modification No. 1 Modification No. 2 Modification No. 3	Workplan 2001 Workplan 2002 Workplan 2003	\$601,000 \$1,141,793 \$1,477,231
Total Contract Amo Paid thru 05/09/03	ount Vork Plan 2003: 05/10 thru 12/31/03)	-\$57,884 \$3,162,140 \$2,011,978 \$1,150,165

Exhibit 2 - Page 3

Gool Projection \$207,541 \$391,300 \$720,014 \$318,104 \$0 \$432,001 \$1,150,165 \$1,150,165

Distribution of stall protections S1,150,165 X 25%=WBE= S1,150,145 X 25%=WBE= S1,150,145 X 25%=WBE= S1,150,145 X 25%= Additional Consultants/Allowance=

Field Overhead Rate # Homa Office Overhead Rate # Prefit #

MODIFICATION NO, 3 TO THE ABREEMENT

Between the City and County of San Frendsoo and COOPER PUGEDA MANIACEMENT, INC. DPW No. 179,547

Exhlbit 2 Appendix B Calculation of Charges 6/16/2003

CONSULTANTS	extension			:		•							- 1	\$110,167	:	\$110,167	SO	C10.1 745		043,450	541,440		\$281,212		56 790	200 25	000.024	C76'15	067,008	\$25,000	000,625	230,000	23,500	24 100	25,600	\$105,365	· ·	\$556,745		Anna 704	644 476	200	32/11,230	51,150,165
COM	BILLING/Inc			1				:-						\$156				10013	2 6	4121	\$52						•	:					÷					Was		CHRTOTAL	1	supplied		Total
Σ.	Extension		5 75 289	170,076	20,02	CFO'DE	20,304	5 25 005			200,000				:	-				į							-	-	•				-		-	:		\$ 300,049		-		shapinguognis no sa 4 %7	Allowance as needed work	
CPM	COST/lit		141.75	2	3	64.4	98.45	80.08						i-    -														:					- :		[	-	1	RUS						
	TOTAL		256	1	001	100	320	320	1		3,712		D	704		7.04		1	9	352	000	:	2,560								`		•					8.976	17.7	3		: :	2,550	
	V DEC		ļ.	-	•	176			•	÷	464				1	1		1	9/1		001 0		0 276		The Arrest are a	:				,						:	1	740 740	1	10.	- (		276 276	-
	OCT NOV		į				40	07		÷	164 164			176 0		178 0			2 2 2		100	:	276 27	1	Manager of Tenning			i										2, 916	Ì	-	. ;	:		ì
	SEP		1	•		176		į	:	í	464			71/2	!	178	ŀ	+	2		100		276	•										:			1	916	!	100		-	3.76	
	UL AUG		-	4	í	176		9	-	_1	724 - 427			178 178	÷-	175 175	ŀ	1	176 176	_	100 100		276 275	•	1					: .			٠.	ı	•		:	016 010	1-	300		176 176		
	INT NAIC	7	1	8	176		9	-	2	-	464 ·			The second of			ŀ	4	176	176	1.	•	457	÷,	-	:											-	0.0	1	50			452	
	R MAY	11.40-	1	70	176	176	5		2		- 49			-			2		176	176	100		752	C. Bernary .	Annual Contract Con-	:				:			: .			-	1	D'A		Ţ.	0	0	452	1
	MAR APR	-	بالمساقية يكت						The second second				-				1010							A STATE OF THE STATE OF	The second second	. :			•	•				-		1.	1	-		0	0	٥		
	1111	-					1	41111						-	-	1						The same		A Comment of the						•				•	Catalone	Transport of			,	o :	0	0	٥	
	JAN	100	-	A Partie of the			•		1			120 40 123	-	-		-								The state of the state of the	1		ial Stutio)	les, Inc.)		:			202		Ties Enfate	Lie Suint				0		0	0	1
Washing May 30 Hat December 31 9804			The second secon	Ismael Pugada, Project Manager	Dan Banks, Inspector of Record	Madein Schoolder Office Support		האוחוסת במי, כספו באותותומו	Rich Lavina, Schaduling/Spacial Studios		Ambieral - CPM		Carrest Dario	Older Jacob	Contract Administrator	Construction of the second section of the second section section is the second section of the second section s	- CM Wost	BO 44 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	James Johnson, Construction Manages	Venda O'Maill Capeterniffillin Raying	Complex Harma Administration Support	Delouity Daniell, Administration of the Control			ADDITIONAL CONSULTANTS/ALLOWANCE	Construction Testing and Inspection (AME)	Virtual tour of the new hospital (Regency Virtual Studio	Topoprantic Surveys (Martin M. Ron Associated	Charling Bayley (Rudi Chack Pacific)	Salaty Consultant (TBD)	Prin Constituction OCIP Feasibility	Pre-Construction FIR Survey (TBD)	HH Replacement Program Facilitation Service		The Millian Countries of the Country Day Selection Countries Countries	Pre-Construction Code Complimited Inches.	Subtatal - Additional Consultants		I OI AL HUUHS/IDULLARS	CPM	Powell		- I-G	

## City and County of San Francisco



Gavin Newsom, Mayor Edwin M. Lee, Director



(415) 554-6229 FAX (415) 554-6232 http://www.sfdpw.com

Department of Public Works Contract Administration Division Financial Management and Administration 875 Stevenson Street, Room 420 San Francisco, CA 94103-0903

Gordon Choy, Division Manager

## TRANSMITTAL LETTER

March 4, 2004

Contractor:

Cooper Pugeda Management, Inc.

607 Market Street, 2nd Floor

San Francisco, CA 94105

Project:

CM Services for the Laguna Honda Hospital Replacement Project

Through December 31, 2009 (to be corrected to December 31, 2007)

**Modification Amount:** 

\$1,132,101

Job No.:

8200A

DPW Order No.:

173,547

No.:

Controller's Posting Number:

Reference this # on your invoices

ENAT04000001-01 (JEAT04000547)

Date Posted:

March 4, 2004

This Transmittal Letter forwards a copy of the Modification of Agreement and Contract Purchase Order No. ENAT0400001-01 (JEAT04000547) in the total as-modified to date, \$4,294,241, for the subject project.

Very truly yours,

Gordon Choy

¿Division Manager

cc:

Michael Lane, BOA - LHHRP

Attachments:

Contract Purchase Order Modification of Agreement

GEC:mmn

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community. Teamwork

## MODIFICATION NO. 4 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco Department of Public Works Contract Administration 875 Stevenson Street, Room 420 San Francisco, CA 94103-0935

#### MODIFICATION NO. 4 TO THE AGREEMENT

Between the City and County of San Francisco and

### COOPER PUGEDA MANAGEMENT, INC. DPW No. 173,547

This modification to the Agreement ("Modification No. 4") is made this 5<sup>th</sup> day of February, 2004, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

#### RECITALS

WHEREAS, the parties intend to increase the term of the agreement;

WHEREAS, the parties intend to increase the compensation to be paid to CM;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges;

#### THE PARTIES AGREE as follows:

- A. Modify the Contract by amending Section 2 "The Term of the Agreement" to read as follows: "Subject to Section 1, the term of this Agreement shall be from May 9, 2003 to December 31, 2009."
- B. Modify the Contract by amending Section 5 "Compensation," to read as follows: "The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed four million two hundred ninety-four thousand two hundred forty-one dollars (\$4,294,241) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein.
- C. Modify the Contract by replacing Appendix B "Calculation of Charges" in its entirety with the Work Plan 2004 dated January 12, 2004 attached hereto as Attachment 1.

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 4 to the Interim Agreement on the day first mentioned above. **CITY** Authorized Signatur Robert Beck Ismael Pugeda, President Acting Deputy Director for Engineering Cooper Pugeda Management, Inc Printed Name Printed Name and Title Approved as to Form: Dennis J. Herrera City Attorney Cooper Pugeda Management, Inc. Deputy City Attorney Company Name 607 Market Street, 2nd Floor Approved: Address San Francisco, CA 94105 Edwin M. Lee City, State, ZIP Director of Public Works (415) 543-6515 Apploved: Phone Number William L. Lee Federal Employer ID Number City Administrator Attachments:

Attachment 1 - Appendix B - Calculation of Charges, Work Plan 2004 dated January 12, 2004

### Attachment 1 Appendix B Calculation of Charges

The Personnel or Hourly Rates for the following firms are shown on the following page. All personnel or hourly rates shall be at the prevailing market rates charged by CM Consultants to their most favored clients.

Appondi siculation of Charges Goot, Jgoda Managment ENAT04000001

Work Plan 2004

Change December 9, 2003	JAN	FEB	MAR	APR	MAY	N	1111	ALIC BEB	100	Т	1	ŀ	1	CPM	_	CONSUL	TANTS	
CPM				-	-	` -	-	-	-	2	) DEC	TOTAL	- COST/hr	r Extension	H	LING/NF	BILLING/Nr Extension	
Dan Bark Octub	32	32	32	<u>!</u>	╀	+	32	╬		<del>_</del>		1		1	Ь			
Mariles Schneider, Periori Assistant	176	176	176	1	.	-	H		-		·	+	141.75	us u	E 1			
Minlon Lay, Cost Estimator	2 2	2 8	- 176 - 176	$\dashv$	$\dashv$	;	-	Н		-	1	;	-	2 47	- 60		1	
Rich Lavino, Scheduling Engineer	8 8	8 8	8 8	8 8	2 22	88	88 88	88 88	88	88	88	1,036		\$ 93,405	32			
Suhtotal - CPM	-			-	Н	-	┝	<del> </del>	-		-	+	80.89	co.	22		1	
POWELL	8	200	260	220	290	920	560 56	560 560	0 560	0 560	360	0 6 720		S 602 548	-			
Tanya Powell, Estimator		1		†	-	1	<u>.                                    </u>	-	-					1 1		+		
MEP Estimator	1				<u> </u>		-		1	+	<u> </u>		+			47.20		
		-	Ţ		-		H					0			<u> </u>	118.39		
Sublotal - Powell	٥	0	٥	-	o	10	-		c	-				  -  -		]		
Lional Recio								-	╁	-	-	-				-		
OHSPD Inspector		. !	†	+	_ <u>:</u> 	1			<u> </u>  -		⊬	<u> </u>		-	<u> </u>			
Contract Administrator		-;		<del> -</del> 	_[	+	1	: i-	-	176	176	"			=	100.00	\$ 35,200	
Subtolal - CM Worl				<u>L</u> '			ļ	<u> </u>  -	<del> </del>	-	-	<u>-</u>	1		. <del></del> -	56.49	LO.	
BDI	0	0	Ь	0	0		0	0 0	-	176	176	352	}	-	-	-, · 	76 300	
James Johnson, Construction Manager	176	176	176	176	176	176 1	176 176	178	175	1		1 1				╁	1	
Dorolly Herron, Administrative Support	22	176		<del>i  </del>	!	<del> -</del> -	-{	+		<u> </u>	0	352		}	+	138.03	\$ 291,519	
		İ		İ		.	<u> </u>	1			;	0			un	- !-	5 45,420	
Subtotal - BDI	352	352	176	176	176	176 1	176 176	176	176	176	175		,	!	'. ! 			
F W Associates	.		1		-	. !		_	-			1					\$ 336,940	
AME	1	İ	+	-		Ц		 	i 	-	-				- -			
Western Construction Consultants	<u>;</u>	İ		. <b>.</b>	-	_ _	-			  -  -	·		!	-	-		n u	
Regency Virtual Studio			 	İ	+					-						\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		
Martin M. Ron Associatos, Inc. Redi Chack Partin				<u>!.                                    </u>			! 		-		-	· 						
Safety Consultant (TBD)			+	-		<u>.  </u>			<u> </u>		-			,			, ,	
MIS Support (TBD)			+	+	-  -	<u>!</u> 		' ! 			! <del>[</del>						יים מי	
Team Building Exposes					1	-	<u>-</u>	<u> </u> 	+	1		-			<u> </u>			
Ann Godfrey	-	1		i					<u> </u>		_	!			<u>.</u> T		φ.,	
Slamens	Ī	<del>!</del> -	+	+					!  -			 -			1			
Sublotal - Additional Consultants	-			]	1	-	: T	1						  -  -	<u> </u>		מי מ	
TOTAL HOURS/DOLLARS	c.	- 5	-	╌┤	╢			+-	<del>-</del>	1_		! 	1		<u> </u>			
CPM	290	280	560	7.35 7	F	736 72	736 736	-	<u> </u> -	! }	912	-	SUM	\$ 602,518	1	SUM	5 372.140	
Powell	a	0	-	╀	1	1	2	"	-i·		-	4				1		
BDI West		0 %	†	0 22	0 !	.	0	+	÷ .	┼,	; -	352		2% Fee on	SW Fee on Subconsultants	A.	\$ 974,650	
	-{	3		4			176	6   176	176	176	176	Н		Allowance a	Allowance as needed work	12	15	
							,										Ի	
													Field	Overhead Rat	ri	150		
													Homo Office	Homo Office Overhead Rate	l II	125%		
														Pro	rı	*E		
		,											Distribution 51 132 40	Distribution of staff projections	, 1		Projection	
						-							\$1,132,101	XZ	e vo	283,025, \$		
												Add	51,132,10	1 X 69%=	vo e	781,149 \$		
												AUL	Ilional Consul	Additional Consullants/Allowance=	us C	2	150,000	
															a	25.75	130 101	

January 12, 2004

### City and County of San Francisco



Gavin Newsom, Mayor Edwin M. Lee, Director



(415) 554-6229 FAX (415) 554-6232 http://www.sfdpw.com

Department of Public Works Contract Administration Division Financial Management and Administration 875 Stevenson Street, Room 420 San Francisco, CA 94103-0903 Gordon Choy, Division Manager

### TRANSMITTAL LETTER

May 16, 2005

Contractor:

Cooper Pugeda Management, Inc.

607 Market Street, 2nd Floor

San Francisco, CA 94105

Project:

CM Services for the Laguna Honda Hospital Replacement Project -

Modification #5

Through December 31, 2007

Modification Amount:

\$1,061,735 (Encumbered amount: \$472,000)

Job No.:

8200A

DPW Order No.:

173.547

No.:

Controller's Posting Number:

Reference this # on your invoices

ENAT04000001 (JEAT05000795)

Date Posted:

May 13, 2005

This Transmittal Letter forwards a copy of the Modification of Agreement and Contract Purchase Order No. ENAT04000001 (JEAT05000795) in the total as-modified to date, \$5,355,976, for the subject project.

Very truly yours,

Gordon Chov

**Division Manager** 

cc:

Michael Lane, BOA/LHHRP

Attachments:

Contract Purchase Order Modification of Agreement

GEC:mn

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamkod 3

Continuous Improvement

FAML1010 V4.2 CITY/COUNTY OF SAN FRANCISCO PRODUCTION: FAMIS 05/09/2005 NOTEPAD

10:06 AM

ATTACHED TO : DOCUMENT NUMBER : JEAT05000795

PACE : 01 OF 01 .

COUPER PUGEDA MANAGEMENT SERVICES INC. (CPM SERVICES INC)

(NON-PURCHASING ENCUMERANCE FOR ON-LINE APPROVAL)

CM SRVC FOR LAGUNA HONDA HOSPITAL REPLACEMENT PROJECT

JOB#8200A DPW# 173,547 MODIFICATION#5 PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES PER CONTRACT DOCUMENTS ORIGINAL CONTRACT AMOUNT, MODS#1&#2 (JV W/TURNER CONSTRUCTION):

\$601,000 + \$1,141,793 + \$1,477,231 = \$3,220,024

BALANCE OF CONTRACT AT 5/9/03 ASSIGNEMENT TO CPM SERVICES: \$1,208,046

MOD#3 REDUCES SCOPE OF WORK BY \$57,884

ENCUMBRANCE FOR MOD#3 THROUGH 12/31/03: \$1,150,165

MOD#4 ADDS \$1,132,101; TOTAL NOT TO EXCEED \$4,294,241

MOD#5 ADDS \$1,061,735, BUT ONLY ENCUMBERS \$472,000; TOTAL CONTRACT AMOUNT

NOT TO EXCEED \$5,355.976.

MOD#5 CORRECTS TERM END DATE TO DECEMBER 31, 2007

F1-HELP - F3-COPY F4-AUDIT F5-INS LINE F6-INS PAGE F7-PRIOR PG F8-NEXT PG - F10-SAVE F11-DEL LINE F12-DEL PAGE G001 - RECORD SAVED .

### MODIFICATION NO. 5 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco Department of Public Works Contract Administration 875 Stevenson Street, Room 420 San Francisco, CA 94103-0935

### MODIFICATION NO. 5 TO THE AGREEMENT

Between the City and County of San Francisco and .

### COOPER PUGEDA MANAGEMENT, INC. DPW No. 173,547

This Modification to the Agreement ("Modification No. 5") is made this 2005, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

### RECITALS

WHEREAS, the parties intend to revise the term of the agreement;

WHEREAS, the parties intend to increase the compensation to be paid to CM;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges;

WHEREAS, the parties intend to increase the limits for Professional Liability,

Now, THEREFORE, the parties agree as follows:

Modify the Contract by amending Section 2 - "The Term of the Agreement" as follows: Α.

FROM: "Subject to Section I, the term of this Agreement shall be from May 9, 2003 to December 31, 2009."

TO: "Subject to Section 1, the term of this Agreement shall be from May 9, 2003 to December 31, 2007."

Modify the Contract by amending Section 5 - "Compensation," as follows: B.

FROM: "The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed four million two hundred ninety-four thousand two hundred forty-one dollars (\$4,294,241) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein.

- TO: "The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed five million three hundred fifty-five thousand nine hundred seventy-six dollars (\$5,355,976) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein.
- C. Modify the Contract by replacing Appendix B "Calculation of Charges" in its entirety with the Work Plan 2005 dated February 1, 2005 attached hereto as Attachment 1.
  - D. Modify the Contract by amending item (4) of Section 15 "Insurance," as follows:
- FROM: "(4) CM's professional liability insurance: each partner of the joint association constituting the CM shall maintain practice insurance covering its negligent acts, errors or omissions, with limits not less than \$1,000,000 each occurrence and aggregate, with any deductible not to exceed \$50,000 each claim."
- TO: "(4) CM's professional liability insurance. CM shall maintain practice insurance covering its negligent acts, errors or omissions, with limits not less than \$2,000,000 each occurrence and aggregate, with any deductible not to exceed \$50,000 each claim."

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 5 to the Agreement on the day first mentioned above. CITY CONTRACTOR Signature for Department Authorized Signature Michael Lane, P.E., Program Manager Ismael Pugeda, President Laguna Honda Hospital Replacement Program Cooper Pugeda Management, Inc Printed Name Printed Name and Title Approved as to Form: Dennis J. Herrera City Attorney Cooper Pugeda Management, Inc. Deputy City Attorney Company Name 607 Market Street, 2nd Floor Approved: Address San Francisco, CA 94105 Edwin M. Lee City, State, ZIP Director of Public Works (415) 543-6515 Approved: Phone Number 94-3227941 William L/Lee Federal Employer ID Number. City Administrator

Attachments:

Attachment 1 - Appendix B - Calculation of Charges, Work Plan 2005 dated February 1, 2005

### Cooper Pugeda Management ENAT04000001

Modification No. 5
Appendix A - Scope of Work

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

- 1. Document construction contractor's compliance with the contract requirements.
- 2. Prepare all the Change Order Packages including independent estimates.
- 3. Document Change Order Entitlement and Reasonableness where appropriate.
- 4. Provide change Order Tracking and prepare reports.
- 5. Provide estimated costs at completion for the ProVen Construction Contracts.
- 6. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
- 7. Work with the IOR Staff to prepare close-out and documentation binders.
- 8. Attendall OSHPD review meetings and follow-up with outstanding items.
- 9. Follow-up with outstanding construction contract actions items.
- 10. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.
- 11. Coordinate communications between IOR and LHH Operations.
- 12. Facilitate the communication between the IOR staff, contractors, Turner and LHH Operations.
- 13. Ensure Testing Lab documentation is current and complete.
- 14. Manage document flow, filing and other administrative duties.
- 15. Produce weekly logs of RFI's submittals and change order requests.
- 16. Ensure that the plans and specifications are kept up to date, as-built's and OSHPD drawing sets are kept up to date, archive all old plans and specifications.
- 17. Maintain the Program's database for tracking cost controls.

# Attachment 1 Appendix B Calculation of Charges

The Personnel or Hourly Rates for the following firms are shown on the following page. All personnel or hourly rates shall be at the prevailing market rates charged by CM Consultants to their most favored clients:

													:	Housely Date	Disting Date	Tologogian	2	Total
interest 1 2005	IAN	題	MAR	APR	MAY	NO	115	AUG	SEP	OCT	NOV	DEC	TOTAL	noury re	<u></u>		Fee	LONG
STREET, STREET	100	35	是四层组织	10	主にない	राम्प्रदेशाः	一品を接続	i i i i i i i i i i i i i i i i i i i	1.0	to head.	ALKER SE	(報] (新]		に動物をなって	Section Management E	THE NAME OF STREET	tellustration i	<b>计数据特别</b>
AT HELD TO SERVICE THE WASHINGTON TO SERVICE THE SERVICE OF THE SE	Ş	45	F	7	9	40	8	용	8	8	9	40	480	is:	\$63 \$128	580,265	5 \$4,219	\$64,484
errey Couper, Fruject Meriager	178	178	178	122	178	178	178	178	178	176	176	178	2,112	À	\$49 \$112	2 \$235,983	3 \$16,519	\$252,502
Aprillation behaviour Delection Assistant	17.	17,	178	178	178	176	176	178	176	178	176	176	2,112	\$30		7 \$141,668	59,917	\$151,583
letter I are the Calmaior	E	E	2	8	8	8	88	8	88	88	88	83	944	66	065 865	0 \$85,148	8 \$5,960	\$91,108
Inch Lay, Cost Estillator	8 6	2 6	6 6	8	9	8	99	90	99	9	09.	9	720	in	583	\$64,230	54,496	\$68,726
ini navilio, seriadonily mignistri arkinott											-							\$8,401
interior (CPM	280	540	512	512	512	512	540	540	540	560	540	540	8,388		,	\$587,292	-	\$636,803
Manager 19 19 19 19 19 19 19 19 19 19 19 19 19	BEST OF		REMINISH	District I	15.00		History	No.	-	J. John C.	The second	2 家庭的	311.16.23	は出版を対し	E ASSESSED IN	翻翻到	日本の日本の日本	15年16年16年16年1
lonel Recid				Ť			-				_		٥				-	
late Theirean						8	178	178	176	178	178	176	1,136	\$100	20	\$113,60	. \$0	\$113,600
rior.									-		H	_	ò					
Subfotel - CM Weet	-	-	0	0	ю	8	178	176	176	176	176	176	1,136			\$113,600	ı	\$113,600
地方のでは、世代の世界の一年の一年の日本の一年の一年の一年の一日の日本の一日の日本の日本の一日の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本	過ぎま	屋	を は は は は は は は は は は は は は は は は は は は	<b>西京新港</b>	T. Salar	100000	一次一方是	D-SIE	S. William	THE ST	ALC: U	11年11日	<b>西西斯</b>	SHOUTH SHE	<b>计图记记记记记</b>	11/2	到6011年1月日 日	A Principal
lames, Johnson, Construction Manager	176	178	176	176	176	178	176	176	176	178	178	176	2,112	G)	\$60 \$136	3286,387	520,047	\$306,434
,	0	-											٥					
Subfotal - BD4	176	178	178	176	178	178			176	_		178	2,112			\$286,387	_	
HOLTONAL FONS II TANTS A CLOWANCE THE RESERVE THE PARTY OF THE PARTY O	1		THE PERSON NAMED IN	No.	140	FIFTH IN		10000000000000000000000000000000000000		THE REAL PROPERTY.	到过滤	IN THE PARTY OF	ATTENDED IN	HATE SHAPE OF THE	是 1990年1990年19	MAN TO THE	100	
S Support (TBD)	120	120	6	20	50	90	60	20	20	20	2	23	540	Ģ	\$28	\$66 \$35,603	\$2,4	
Allowance																\$147,502	2.	
uhrital - Additional Consultants				-							_					\$183,185	15	\$185,683
OTAL HOURS HARMING THE PARTY WITH THE WASHINGTON BOX SATABINEN GOOD	17.18	047.18m	91 68B (F	F. 688	- 686	768	一768 和18892印第1892	500	892	38926FA		. 885	9,818	Total	ATTENDED	1117046434	100 September 27 11.11 17 0 46 41 42 1111 61 71 15 5 15 17 12 42 162 0 14 17	1,242,520,47
	540	240	512		512	512	540	540	540	540	540	540	6,368		į			
CM West	0		0	6	0	8	178	176	176	176	176	178	1,136		子 祖 大学			
	17.5	41.	27.0	170	420	470	476	24.7	175	170	176	178	0.117	ולים <u>ו</u>				51,242,520

Field Overhead Rate 126% Home Office Overhead Rate 136% FEE 7%

## HRC FORM 10 CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project: Laguna Honda Hospital Replacement Program
Original Contract Amount: S601,000.00
Contract Amount as Modified to Date:
Amount of current Modification Request: \$1,061,735.00
REQUIRED ATTACHMENTS:
<ol> <li>Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.</li> </ol>
<ol> <li>A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.</li> </ol>
<ol> <li>A list of the contractors and subcontractors working on this amendment, modification, supplement or change order with the contract dollars for each individual firm.</li> </ol>
4. A brief description of the work to be performed under this amendment, modification, supplement or change order.
Contractor Owner/Authorized Representative: Ismael G. Pugeda
Phone: 415-543-6515
Date:
FOR HRC USE ONLY. Received: 3 9 6
APPROVED:
HRC Representative: Date: 3/10/07

HRC FORM 10 Page 1 of 1

For HRC Attachment 1 6/1/01

### City and County of San Francisco



Gavin Newsom, Mayor Fred V. Abadi, Ph.D., Director



(415) 554-6229 FAX (415) 554-6232 http://www.sfdpw.com

Department of Public Works
Contract Administration Division
Financial Management and Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0903
Gordon Choy, Division Manager

### TRANSMITTAL LETTER

April 17, 2006

Contractor:

Cooper Pugeda Management, Inc.

607 Market Street, 2nd Floor San Francisco, CA 94105

Project:

CM Services for the Laguna Honda Hospital Replacement Project -

Modification #6

Through December 31, 2007

**Modification Amount:** 

\$1,493,538

Job No.:

8200A

DPW Order No.:

173,547

No.:

**Controller's Posting Number:** 

Reference this # on your invoices

ENAT04000001 (EJAT06500014)

Date Posted:

April 14, 2006

This Transmittal Letter forwards a copy of the Modification of Agreement and Contract Purchase Order No. ENAT04000001 in the total as-modified to date, \$6,849,514, for the subject project.

Very truly yours,

Gordon Choy

**Division Manager** 

CC:

John Thomas, BOA/LHHRP

Attachments:

Contract Purchase Order

Modification of Agreement

GEC:mmn

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork

Continuous Improvement

DEPARTMENT Public Works-BOA DEPARTMENT CONTROL NO. 173.547	A/5/ng 1 1	ER FROM	ENAT04000001-01 TO December 31, 2007   SEND INVOICES IN DIPLICATE TO:   BOA – L.HHRP	375 Laguna Honda Bivd.	San Francisco, CA 94116	Attention: John Thomas EXPIRATION	COMP \$1M 7/1/06	JABIUTY \$1M 12/15/06	LE \$1M 3/1/07		ANGE- 54M 11/4/08	AANGE	ATTACHMENTS - Please identify by title or description	Business Tax Certificate #945283	Chpt. 12B – Equal Benefits: Complies	38				uired	INSER CENTRAL	Gran	Project Detail Grant Grant Detail ADDENDUM SNCM50
(DOCUMENT NUMBER DEP	(POSTED) EJAT06500014-01 DATE	14	PSC #4264-00/01 DELIVERTO: BOA - LHHRP	1 As Directed	9	Na	ODÚCTS WORKER'S COMP	magement services per contract COMP GEN LIABILITY	in Replacement Project.  AutoMobile  erim agreement to 12/31/2002.		<del></del>	•		of #5,355,976; and corrects term to	Noo45 Encumprance#2 for \$381,445.  Mod#6 adds \$1,493,538 for 2006 WorkPlan ner Annendix A "Services."	This encumbrance includes \$208,29 0 (mod#5, enc. 3) for total encumbrance isystem use		20	APPROVALS	Purchaser's Approval Not Required	MATÉRIALS, SUPPLIES, A SERVICES • PURCHASER	REAL PROPERTY LEASES & RENT - DIRECTOR (	Sub-Object User Gode Project  02799 CHLSNF
FY 2005-2006 Conginal AN FRANCISCO Modification-increase.	INPUT FORM Date Change Only	and Contracts  328 TOTAL APPROVED CONTRACT \$ 6,849,5  GIVIL SERVICE RESOLUTION NO.:	7	FEINISSN NO. 94-3227941	Phane# (415) 543-6515	RETAINAGE REQUIRED, YES/NO	DETAILED DESCRIPTION OF SERVICES AND PRODUCTS	Provide professional construction management services per contract	Mod#1 adds \$1,141,793 and extends interim agreement to 12/31/2002.	wouts and a 12/31/2003.  5/9/03 — Contract assignment from Turner/CPM, JV to CPM Services, Inc.	Mod#3 reduces scope of work by \$57,884 and re-encumbers balance of \$1,150,165 to CPM Services, Inc.	il#4 adds \$1,132,101 for total contra	contract to 12/31/2007 per Civil Service Commission approval.	12/31/07. Encumbrance#1 is only \$472,000.	Wound	This encumbrance includes \$208,291	1,01,01,01	Job No.: 8200A FT/F/SP: 5L CPF LOC		5232		Врани	\$1,701,828 00 PWA595LPFLOG
CITY/COUNT F SAN FRANCISCO	CONTRACT PUŔČHASE ORDER INPUT FORM	Complete for Contract Order type Agreements and Contracts AMOUNT OF THIS ENCUMBRANCE \$ 1,701,828 Other DEPARMENT INFORMATION OR MANRIERS	CONTRACTOR: Gooper Pugeda Management, Inc.		San Francisco, CA 94105	TERNS OF PAYMENT MONTHIN		77th-20	OW	16/15 1/6/15		•	מייייייייייייייייייייייייייייייייייייי	מחים לפילדה בילר	\$5,355,976,00	This Mills St 488 538 no This		Job	FREFARED 81 (FUN) Mary Ng	Phone # (415) 554-6225 Fax# (415) 554-6232	Ĭ =	1 Number	EJAT06500014 01

. Carether of a rest of the contract of the co

FAML6300 V5.1 CITY AND COUNTY OF SAN FRANCISCO--NFAMIS 04/14/2006 LINK TO: TRANSACTION DETAIL INCUIPY TRANSACTION DETAIL INQUIRY

\_\_ 11:33 AM

DOCUMENT -- POST PERIOD -- POST DATE ----- POSTED BY ---

7 706500014 01 10 2006 APR 2006 04/14/2006 KING, TIMOTHY 

TRANS CODE : 141 INCREASE A NON-ADPICS ENCUMBRANCE

DOCUMENT REF : ENAT04000001 01

NOTEPAD : Y

TRANS DESC. : JOB8200A MOD6-MOD5-ENC 3 CM SRVS LHHRP

AMOUNT : 1,701,828.00 DUE DATE : SINGLE CHECK :

VENDOR NUMBER : 35190 01 COOPER PUGEDA MANAGEMENT INC

INDEX CODE : PWA595LPFLOC BOA-AAT/DA5/13/PP/LHH-CAP PROJ-LOCAL FD SUB-OBJECT : 02799 OTHER PROFESSIONAL SERVICES USER CD :

USER CD

GRANT / GR DTL :

PROJ / PJDTL : CHLSNF SNCM50 8200A-TURNER CONSTR/COOPER PUGEDA START DATE : END DATE :

G/L / SUBSID :

BANK NO/ SUBSID : TREAS NUM :

CURRENCY CODE : CONV DATE :

FRGN CURR AMT:

F1-HELP

F9-LINK

F4-PRIOR F5-NEXT F11-NOTEPAD F12-APPR HIST

G014 - RECORD FOUND

### MODIFICATION NO. 6 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547 Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco Department of Public Works Contract Administration 875 Stevenson Street, Room 420 San Francisco, CA 94103-0935

### MODIFICATION NO. 6 TO THE AGREEMENT

Between the City and County of San Francisco and

### COOPER PUGEDA MANAGEMENT, INC.

This Modification to the Agreement ("Modification No. 6") dated for convenience January 1, 2006, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

#### RECITALS

WHEREAS, the parties intend to increase the compensation to be paid to CM;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges;

Now, THEREFORE, the parties agree as follows:

A. Modify the Contract by amending Section 5 – "Compensation," as follows:

#### FROM:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed five million three hundred fifty-five thousand nine hundred seventy-six dollars (\$5,355,976) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," Attached hereto and incorporated by reference as though fully set forth herein,"

#### TO:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed six million eight hundred forty nine thousand five hundred fourteen dollars (\$6,849,514) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein."

Modification No. 6 (03/14/06)

Page 1 of 3

**CPM** 

- B. Modify the Contract by replacing Appendix A Services to be Provided by CM in its entirety to reflect scope of work for Work Plan 2006 attached hereto as Attachment 1.
- C. Modify the Contract by replacing Appendix B Calculation of Charges in its entirety with the Work Plan 2006 dated March 13, 2006 attached hereto as Attachment 2.

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 6 to the Agreement on the day first mentioned above.

CITY

CONTRACTOR

Signature for Department

Authorized Signature

John Thomas, P.E., Program Manager

Laguna Honda Hospital Replacement Program

Cooper Puseda Mana

Printed Name

Ismael Pugeda, President
Cooper Pugeda Management, Inc
Printed Name and Title

Approved as to Form:

Dennis J. Herrera City Attorney

By Levy U. Way Deputy Ofty Attorney

Cooper Pugeda Management, Inc. Company Name

Approved:

Fred V. Abadi, Ph.D. Director of Public Works 607 Market Street, 2<sup>nd</sup> Floor Address

San Francisco, CA 94105 City, State, ZIP

Approved:

Edwin Lee City Administrator (415) 543-6515 Phone Number

94-3227941

Federal Employer ID Number

Attachments:

Attachment 1 - Appendix A - Services to be Provided by CM

Attachment 2 - Appendix B - Calculation of Charges Work Plan 2006 dated March 13, 2006

Modification No. 6 (03/14/06)

Page 3 of 3

**CPM** 

# Attachment 1 Appendix A – Services to be Provided by CM

### Attachment 1 Appendix A – "Services to be Provided by CM"

### Cooper Pugeda Management ENAT04000001 Modification No. 6

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

- 1. Prepare independent estimates.
- 2. Document Change Order Entitlement and Reasonableness where directed.
- 3. Provide change order tracking, project control system maintenance, and prepare reports.
- 4. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
- 5. Work with the IOR Staff to prepare close-out and documentation binders.
- 6. Attend all OSHPD review meetings and follow-up with outstanding items.
- 7. Provide OSHPD Certified Inspectors of Record when directed
- 8. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.
- 9. Coordinate communications between IOR and LHH Operations.
- 10. Facilitate the communication between the IOR staff, contractors, Turner (Construction Manager's) and LHH Operations.
- 11. Ensure Testing Lab documentation is current and complete.
- 12. Review Invoicing from Construction Manager and Special Inspection Firms
- 13. Manage document flow, filing and other administrative duties as it pertains to the outlined scope of services.
- 14. Provide assistance to the Architect of Record in establishing the most current set of drawings.
- 15. Provide administrative support to the City.
- 16. Maintain the program's database for tracking cost controls,
- 17. Assist the Project Manager as directed.

# Attachment 2 Appendix B – Calculation of Charges

Cooper Pugada Managamont Work Plan 2006 ENATO4000001

Total		560,063	\$209,139	\$238,171	\$149,379	\$14.539	514 727	24.500	507 177	AFE 072	77 202	5955.970			\$182,712	\$15,103	,	\$378,254		20	.S.		644 224	5.177 901	\$195.350	5163.474	\$50,000	\$501,034		1,915,260	THE THE PERSON NAMED IN
7% Foe	7.	\$3,962	\$19,570	\$15,581	59,772	5951	Spen	2087	\$6.357	Sames		562.046			\$11,053	2993		\$12,793		2			cou co	50.373	512.780	\$10,695	25			62,046	
Extonsion		\$56,001	\$279,569	\$222,590	\$139,607	\$13,500	\$13.760	\$14,104	\$90.816	\$55,453		\$086,368			\$160,560	\$14,190	1	\$353,500		2	. S	- 5	541 378	\$119,609	\$182,578	\$152,779	\$50,000	\$546,294	4 700 477	1,700,177	
Billing Rate		ŀ	\$ 135.45	\$ 107.B4	ŧ	5 84.93		\$ 88.15	1	\$ 111.80				200	\$ 107.50	\$ 118,25					:	<i>A</i>	S 72.00	ĺ	5 118.25	\$ 118.25					
Hourly Rate	60° 5 5 5	\$ 58.52	1	5 50.16		\$ 39.50	\$ 40.00	\$ 41.00	3 40.00	\$ 52.00				20 40		\$ 55.00						****	\$ 32,00	į.	\$ 55.00				Total	THOU I	Total
TOTAL	-	432	2,064	2,064	, 2,064	169	160	160	1,056	496		8,656		2064	1,588	120		3,752	6	0	0	-	574	1,464	1,54//	1,292		4,674	-47 2A2	0.656	3,752
DEC		32	2	3	168	i			99			624		19	8		,	330			-	Ì	ę	168	168	168	1,	544	1.504	ŀ	ğ
NOV		32	3	2	3	Ì			8			024		164	168		İ	336	T	i	٥		ę	108	8	168		244	1.504	624	938
DCT		32	2 5	2	2			 	8	-		248		176	176	i	1	352	Ť	-   	0		40	176	178	176			1.560 - 4.504	640	352
SEP		35	3 5	9 5	8		.	_	8	1	-	624	Ť	160	158	-	1	336	-	-	-	+	40	B	168	9	1	24.0	1.504		336
AUG		32	5		ă		1		8			225	1	104	뒫	-	-	369			-	Ť	<b>\$</b>	5	20	4		700	1,632	$\vdash$	- 38 - 38
ם	1	32	3 8	3 5	3	Ĭ	į		50	i	-	8	Ì	160	8		<del>. i -</del>	320	<u> </u> -	ļ	0		ę	160	160	9	065	2	1,440	909	320
N	ç	25	1	2	2	1	Í	ļ	8			649		9/1	170			352	T		٥	Ì	문	9/1	921	=	100	-	1	Г	352
MAY	6	75	2	5	5	:		::	8		_;	672	1	194	104	l r	<del>-</del>	360		: .	0	1	<del>- </del>	184	Ť		500	3	1,540 1,560	672	<del>_,</del>
APR	į	3 5	2	9	3	ĺ		ļ	20 0	3		8		195	2			344			-	1	ę	8	3	+	280		1,304	900	F o
MAR	ş	25 184	70.	į		1	1	2 2	a	3		032		Ē	100	3		304		,	-		6	Ţ	İ	]	40		100	032	0 %
盟	22	2 5	167	2	5	8 8	3	9 1	9 i	3		920		160				6		0	-	Ī	22	1	1	1	2		1,150	920	5.0
JAN	2	3   5	176	176	2	3 8	3 8	3 5	2	2		2111		176	İ	,		13		0	-	1	8	- i	1	Ì	- 26		1,384	1,112	176
March 22, 2008 CPM	Proinct Manager	Field Engineer	OSHPD Inspector	Project Assistant	Cost Estimator I	Cost Fetimalar II	Cost Cettmater III	rhothing frompor	Project Coordinator	Marken		MENT VERT		Field Englacer	Cost Estimator IV			BDI			ADDITIONAL CONSULTANTS/ALLOWANGE		MIS Support	CHOOL PROPERTY 17*	SHPD Inspector #3*	Allowance	Subtotal - Additional Consultants		TOTAL'HOURS	Wed	BDI —

Position and Firm Assignment are yet to be determined. These projections do not include Non-OSHPD Inspectors.

Field Overhead Role 115% Home Office Overhead Rate 125% FEE 7%

Coope( ) 16da Management Work F (2006) ENAT04000001

Cooper-Pugeda Management, Inc. 2006/7 Rate Table

		Current				Ľ.	Low			Hiah		
	Hourly Bate	Extons	7%	1040	Hourly	Billing	7%	1			7%	
May 9, 2006	יוסשווץ וימום	- 1	Fee	10101	Rate	Rate	Fee	lotal	Hourly Kate	Hourly Kate   Billing Rate	Fee	Total
											-	
Project Manager	\$ 58,52	\$131.67	\$9.22	\$131.67 \$9.22 \$140.89	\$ 50.00	\$ 112.50	\$9.22	£140 B9	\$ 65.00	£ 146.25	\$0.22	#140 RO
Willam Sorfleet,	\$ 63.00	\$135,45 \$9,48 \$144,93	\$9.48	\$144,93	1	\$ 107.50		\$144.93	\$ 65.00	\$ 7139.75	\$0 4B	8144.03
OSHPD Inspector	\$ 50.16	\$107.84	\$7.55	\$115.39		\$ 86.00		\$115.39	\$ 60.00	12007	47.55	844F.30
Project Assistant	\$ 31.46	\$67,64	\$4.73	\$72.37		\$ 53.75	<u> </u>	\$72.37	₩.	25,25	£4 73	477 47
Cost Estimator	\$ 39.50	\$84.93	\$5.94	\$90.87		\$ 81.70	<u> </u>	\$90.87	69	\$ 118.25	\$5.04	\$90.87
Scheduling Engineer	\$ 40,00	\$86,00	\$86,00 \$6.02	\$92.02	\$ 30.00	\$ 64.50	_	\$92.02	\$ 50.00	\$ 107.50	\$6.02	\$92,02
Project Coordinator		\$111.80	\$7.83	\$111.80 \$7.83 \$119.63 \$		\$ 64.50	L	\$119.63	\$ 55.00	\$ 118.25	\$7.83	\$119.63
Field Engineer	\$ 38.48	\$82.73	\$82,73 \$5,79	\$88.52	\$ 30.00	\$ 64.50	\$5.79	\$88,52 \$		\$ 96.75	\$5.79	\$88.52
						The second secon				-		

Field Overhead Rate 115% Home Office Overhead Rate 125% FEE 7%



Gavin Newsom, Mayor Fred V. Abadi, Ph. D., Director



(415) 554-6229 FAX (415) 554-6232 http://www.sfdpw.com

Department of Public Works Contract Administration Division Financial Management and Administration 875 Stevenson Street, Room 420 San Francisco, CA 94103-0903

Gordon Choy, Division Manager

### TRANSMITTAL LETTER

April 23, 2007

Contractor:

Cooper Pugeda Management, Inc.

607 Market Street, 2nd Floor San Francisco, CA 94105

Project:

CM Services for the Laguna Honda Hospital Replacement Project -

Modification #7 for 2007 Workplan

Through December 31, 2007

**Modification Amount:** 

\$1,171,006

Job No.:

8200A

DPW Order No.:

173,547

No.:

**Controller's Posting Number:** 

Reference this # on your invoices

ENAT04000001-01 (EJAT07000064)

Date Posted:

April 20, 2007

This Transmittal Letter forwards a copy of the Modification of Agreement and Contract Purchase Order No. ENAT04000001-01 (EJAT07000064) in the total as-modified to date, \$8,020,520, for the subject project.

Very truly yours,

Gordon Choy Division Manager

cc:

John Thomas, BOA/LHHRP

Attachments:

Contract Purchase Order

Modification of Agreement

GEC:mmn

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork

Continuous Improvement

### MODIFICATION NO. 7 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547 Centract No. ENAT0400001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco
Department of Public Works
Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0935

### MODIFICATION NO. 7 TO THE AGREEMENT

Between the City and County of San Francisco and

### COOPER PUGEDA MANAGEMENT, INC.

This Modification to the Agreement ("Modification No. 7") dated for convenience January 1, 2007, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

#### RECITALS

WHEREAS, the parties intend to increase the compensation to be paid to CM;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges;

Now, THEREFORE, the parties agree as follows:

A. Modify the Contract by amending Section 5 – "Compensation," as follows:

### FROM:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed six million eight hundred forty nine thousand five hundred fourteen dollars (\$6,849,514) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges:" Attached hereto and incorporated by reference as though fully set forth herein."

#### TO:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed eight million twenty thousand five hundred twenty (\$8,020,520) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein."

Modification No. 7 (03/15/07)

Page 1 of 3

CPM

- B. Modify the Contract by replacing Appendix A Services to be Provided by CM in its entirety to reflect scope of work for Work Plan 2007 attached hereto as Attachment 1.
- C. Modify the Contract by replacing Appendix B Calculation of Charges in its entirety with the Work Plan 2007 dated March 15, 2007 attached hereto as Attachment 2.

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 7 to the Agreement on the day first mentioned above. CITY CONTRACT Authorized Signature John Thomas, P.E., Program Manager Ismael Pugeda, President Laguna Honda Hospital Replacement Program Cooper Pugeda Management, Inc. Printed Name Printed Name and Title Approved as to Form: Dennis J. Herrera City Attorney Cooper Pugeda Management, Inc. Company Name 607 Market Street, 2nd Floor Approved: Address San Francisco, CA 94105 Fred V. Abadi, Ph.D. City, State, ZIP Director of Public Works (415) 543-6515 Approved: Phone Number 94-3227941 Edwin Lee Federal Employer ID Number City Administrator

Attachments:

Attachment 1 – Appendix A – Services to be Provided by CM Attachment 2 – Appendix B – Calculation of Charges Work Plan 2006 dated March 13, 2006

Modification No. 7 (03/15/07)

Page 3 of 3

. CPM

### Attachment I Appendix A – Services to be Provided by CM

### Attachment 1 Appendix A - "Services to be Provided by CM"

### Cooper Pugeda Management ENAT04000001 Modification No. 7

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

1. Prepare independent estimates.

2. Document Change Order Entitlement and Reasonableness where directed.

- 3. Provide change order tracking, project control system maintenance, and prepare reports.
- 4. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
- 5. Work with the IOR Staff to prepare close-out and documentation binders.

6. Attend all OSHPD review meetings and follow-up with outstanding items.

Provide OSHPD Certified Inspectors of Record when directed
 Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.

9. Coordinate communications between IOR and LHH Operations.

10. Facilitate the communication between the IOR staff, contractors, Turner (Construction Manager's) and LHH Operations.

11. Ensure Testing Lab documentation is current and complete.

12. Review Invoicing from Construction Manager and Special Inspection Firms

- 13. Manage document flow, filing and other administrative duties as it pertains to the outlined scope of services.
- 14. Provide assistance to the Architect of Record in establishing the most current set of drawings.

15. Provide administrative support to the City.

16. Maintain the program's database for tracking cost controls,

17. Assist the Project Manager as directed.

# Attachment 2 Appendix B – Calculation of Charges

SE BB XC XC XC XC XC

WC JAD JD: Field Overhead Rate 115% Jonne Office Overhead Rate 125° FEE 7%

ZĐ

83

dper pubeda mahagement Githuctron mahagement alroges Tomestas

ареа Рубева нанхосиен! Ивтристан мунасекент авчесев.

			Hotel at		Nau Fa		Whore	eg.	· S	Modelo (MARTI	AST		115511	5	Dad.	N. P. P.
(HW	Alkastron	West Plan	Name (Same	Spitze Ment Fac.	100	Total Made and	Hays Plan.	Fater Manthead	] £#	Later Manda	Var. Plan	West Flan Tack Backed		Thirt Ten Tay I Muchan	WHA Pleas Interpretation	Inter Breef
Curner Lated	اً	ř	ä	SPETIME	ş	1314.176	1	1111111	.  3	1911.1161	5	1006120		Pare et a	1	
GPM Fetal	418.32	\$1.522,185	\$24d B11	\$1.428 BAS	\$1,005,144	34,330,230	51,116,702	13,473,441	1104,141	18,384,542	1743,F4h	17,127,132	37c6.75E		27.693	1
hpirtoin	\$147,507		24 % rt	31.571.239	tree, sie		3313,041	12,111,419	9	\$7.532.087	5	12,132,103	1	12,137,419	2	11,132.18
Prest Tetal	2	25	¥	1161.231		1414.31)	ž		Ħ	161.133	S,	1113,491	¥	1111.37	#	5012
Cil West free	14533	133.60	\$193 pm	1871.315	4357,169	4,319,411	\$101,775			\$12),540 \$1,293,818	1017171	317/01/21	164.527	11.001.3(3	1487,734	11.452.71
- Astabal Serve a Bayants (ASA) Oytree HES ASA - Astabal Serve a Bayants (ASA) ARIA - Reserve a branchische (ARA) - Reserve a branchische (ARA)				1101 11100 111100		-						•	,			. To a
ASII A. TELITYA KHEPITYA KHUBA AHUDA ASII A. TELITYA KHEPITYA KHUBA ASII A. TELITYA ASII A. TELITYA ASII A.				100 P		-										
Aftit a - fast fatostop (Survey) Ast 8 - Ascure Cons. Ing Ast 9 - Ascure Cons. Ing Ast 9 - Ast of Continue of Ast 1 - Ast 1 - Astronom for consent		`		11000												
ABILL AN UNDSTONG COLOTTESS ASSISTED AN AUTOMOTORY DATE (Action Construction Constr				12.00		_							<del></del>			
ASTI STONE TOWN THE TOWN THE STAND ASTINCT ASTI STONE ASTI STONE TOWN THE TOWN THE STAND STAND ASTINCT				27.2												
ASTR III. Discover his were (Reci-Dera Pajary) ASTR II. "Coopyrathe G-ver (Marci III Ron Associata, fre.) ASTR 12, "Discovering III."				113,136 11,513												
ASH 13 - Lean Rebail A Pathwing Facation (Ann Geology) ASH 11A - Primany Facation (Anne Geology) ASH 11B - Rep Richard Properties Facation (Bestie				220				-					<u> </u>			
AZI 44. TRANSICION				22									-			
ASI 19 - Heliti Tear Attendant April 19 - Hilly feat Attendant Asi 18 August Francis Comment				111												
ALT II. Catry Cornells (781)				15						<del></del> -		_				
AST 19 - E-1 Herpard Double Martin Fang (ARS) Presenter One OFF Fuebral, AR (TRE).				34;						·						
And 21 - Certification from Haber Section 1. And 21 - Certification from Haber Section 1. And 27 - County (testing of the Certification				Ş							_					
ASH 27A - Ordand Dealary Dealay (Contributed Contributed Court			-	12								, di				
ASH 71A - Meza 1274154 (Drest TV) ASH 242 - Mara 1204 (Drest Bur)	•			Ē												
ADM 31 - Program Configuration Distributions and State and Administration of Adminis				10:				_				_				
ASR 29 - Degrave Data Data Corrections a Marketing III. ABR 27 - Democraft in Alam Design Sers. (Serven)	H4'113"	54,782	F18.576	110,111	11,11		239,623		162.60)		188,73)		NO COL		311,711	
Add 24 - Armen colon dimento on phones A Aude) And 25 - Armen Short				13.0											<del>,-</del>	
ASIL 31 - Charles (1) Prizate (1) ASIL 31 - Charles (1) Prizate (1) ASIL 32 - Charles (1) Prizate (3)																
ASIC M. Darra Both free Cal Virth							_			_					_	
AST 35 - FACTOR ENGINE AST 35 - FACTOR ENGINE AST 37 - Hand Bases A Washing Co. No.					-					-						
ASA 34 - VAn Therm ASA 19 - Claud to be a second and a second to the second to second a second as second a	**		1					-						• • • •		
Abitat - bertret Bong. Abitat - Centrader Testing Setutes; tee				11								·				
AST 42 - Computer ferring Stryck, Inc. AST 43 : Elle Memory serves (CAL-A-Max, Report) AST 44 - Cartrosa A-Lomaton Mart Auton				325						•						
ASH 4 Subs Object - Azintie is to Caip dand Cill; ASH 4 Rubs Object - Azintie is to Caip dand Cill; ASH 4 Mode Hends - Requel to Monty flakethers				125												
AST 48 - Tutmatory Manuary AST 40 - University from the state of AST 40 Manuary State of Stat			-	11												
ATP-31 Especial Fry Date; ASI 42 Institutes Transcription of English ASI 43 Institutes Transcription of English Advisors and Advisors and Advisors and English Advisors and English Advisors and English Advisors and English		20.25	<u> </u>		27,725	200	eli eli	THE STREET	5	missi	16 73	31.011.433	150	16.331.636	17	- Hamen
the of temperate postitions grades parties as																
Jon West (Cal West) Total Beduction (son Albourge)	*	2	ğ	340,043	_	117.413		est, sty		162.983		342,845		162,869		114,541
Altreands	.6778,783	\$150,000	1671.701	119,000	834,020	II.	130,000	1239,08-3	150,000	2 M.C. 1902	250,000	1352 Juji	# P. P.	1403,000	\$20.000	(43,E3
Upderpur																
liotAL	4774.17	\$1.825.1821	11:17:1001 11:17:14  11:17:700	1111111		11,511,714; 11,22,74.17; 11,44,411; 11,712,528; 11,116,48;	1,22,16,17,	11,100.01	1 712 023 1		1,301,522,11	11,20(22) 10,4(2,0) 11,254,277, 413,774,413	11 254 277, 1		11,429,981  117,756,458	ST. MAL
Adunas Pantarana Dif En Yesel			M.SEGO.	WAN.	1115 11,21340	18.36% 12.68%	18.36% \$2,(12,42) 12.68% \$1.676.579		17.57 12.11.409 14.13% 17.22.630		16 pris. 57,137,043	4 mm 41	14 20 14 15 14 16 17 17 17 18 17 18 17 18 17 18 17 18 17 18 17 18 18 18 18 18 18 18 18 18 18 18 18 18	13.87.X	13,523, \$2,132,480 19,033, \$3,103,722	20,107
Fonett		-	12,451,167	2337	11,101,171	S.	1129 501)		HANELE HANE		170.533	1676	1127.153	, 30. II	1186 253 13, 11, 1, 1, 13	-# 5.4

## City and County of San Francisco



Gavin Newsom, Mayor Fred V. Abadi, Ph. D., Director



(415) 554-6229 FAX (415) 554-6232 http://www.sfdpw.com

Department of Public Works Contract Administration Division Financial Management and Administration 875 Stevenson Street, Room 420 San Francisco, CA 94103-0903

Gordon Choy, Division Manager

## TRANSMITTAL LETTER

December 12, 2007

Contractor:

Cooper Pugeda Management, Inc.

607 Market Street, 2nd Floor San Francisco, CA 94105

Project:

CM Services for the Laguna Honda Hospital Replacement Project -

Modification #8 for term extension Through Through June 30, 2011

**Modification Amount:** 

\$N/A

Job No.:

8200A

No.:

DPW Order No.:

173,547

**Controller's Posting Number:** 

Reference this # on your invoices

ENAT04000001 - 01

Date Posted:

N/A

This Transmittal Letter forwards a copy of the Modification of Agreement in the total as-modified to date, \$8,202,520, for the subject project.

Very truly yours,

Inden Chon

Gordon Choy Division Manager

cc:

John Thomas, BOA/LHHRP

Attachments:

Modification of Agreement

∄EC:mmn

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork

Continuous Improvement

## MODIFICATION NO. 8 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547 Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco Department of Public Works Contract Administration 875 Stevenson Street, Room 420 San Francisco, CA 94103-0935

## MODIFICATION NO. 8 TO THE AGREEMENT

Between the City and County of San Francisco and

## COOPER PUGEDA MANAGEMENT, INC.

The City and County of San Francisco and Cooper Pugeda Management, Inc. have entered into an Agreement dated July 31, 2002. This Modification to the Agreement ("Modification No. 8") is dated November 6, 2007, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

#### RECITALS

WHEREAS, the parties intend to increase the term of the Agreement; Now, THEREFORE, the parties agree as follows:

A. Modify the Contract by amending Article 2. Term of the Agreement as follows:

### FROM:

"Subject to Section 1, the term of this Agreement shall be from March 15, 2001 to December 31, 2007."

TO:

"Subject to Section 1, the term of this Agreement shall be from March 15, 2001 to June 30, 2011."

Modification No. 8 (11/06/07)

Page 1 of 2

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 8 to the Agreement on the day first mentioned above. CITY Signature for Department Authorized Signatyre John Thomas Printed Name Ismael Pugeda, President Printed Name and Title Approved as to Form: Dennis J. Herrera Cooper Pugeda Management, Inc. City Attorney Company Name 65 McCoppin Street Address Approved: San Francisco, CA 94103 City, State, ZIP Edgar A. Lopez, Bureau Manager Project Management Division (415) 543-6515 Phone Number Approved: 94-3227941 Director of Public Works Federal Employer ID Number Approved: Edwin Lee City Administrator

# HRC FORM 10 CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS ENAT04000001 MODIFICATION NO. 8

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project: Laguna Honda Hospital Replacement Program
Original Contract Amount: \$601,000
Contract Amount as Modified to Date: \$7,419,520
Amount of current Modification Request: \$0.00
REQUIRED ATTACHMENTS:
Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.
<ol> <li>A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.</li> </ol>
N/A. Term extension only.
<ol> <li>A list of the contractors and subcontractors working on this amendment, modification, supplement or change order with the contract dollars for each individual firm.</li> </ol>
N/A. Term extension only.
4. A brief description of the work to be performed under this amendment, modification, supplement or change order.
Scope of work remains the same as in Middlification No. 7.
Contractor Owner/Authorized Representative:
Phone: (415) 543-6515
Date: 11/8/07
FOR HRC USE ONLY. Regelved: 1/8/07
APPROVED:
HRC Representative: Date: 11/8/07



Gavin Newsom, Mayor Edward D. Reiskin, Director



(415) 554-6229 FAX (415) 554-6232 http://www.sfdpw.com

Department of Public Works **Contract Administration Division** Financial Management and Administration 875 Stevenson Street, Room 420 San Francisco, CA 94103-0903

Gordon Choy, Division Manager

## TRANSMITTAL LETTER

February 4, 2008

Contractor:

Cooper Pugeda Management, Inc.

65 McCoppin Street

San Francisco, CA 94103

Project:

CM Services for the Laguna Honda Hospital Replacement Project -

Modification #9

Through Through June 30, 2011

**Modification Amount:** 

\$1,974,863

Job No.:

8200A

DPW Order No.:

173,547

Controller's Posting Number:

Reference this # on your invoices

No.: ENAT04000001

Date Posted:

February 1, 2008

This Transmittal Letter forwards a copy of the Modification of Agreement and Contract Purchase Order No. ENAT04000001 (EJAT08000067-01) in the total as-modified to date, \$9,995,383, for the subject project.

Very truly yours,

Gordon Chov Division Manager

CC:

John Thomas, BOA/LHHRP

Attachments:

Contract Purchase Order

Modification of Agreement

GEC:mmn

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork

Continuous Improvement

ADPICS/FAMIS .	FY"	FY 2007-2008	Original			DOCUMENT NUMBER		DEPARTMENT Public Works-BOA	Norks-BOA	-		
SITY/COUN DE SAN FRANCISCO	F SAN F	FRANCISCO	Modification	×				DEPARTMENT CONTROL NO. 173,547	NO. 173,547	,		Т-
JONTHACT PURCHASE ORDER INPUT FORM	ASE ORL	DER INPUT FOR	M - Operate	T	5	EJAT08000067-01			PAGE			T
Complete for Contract Order turn Assessment	Total Actual.		fun a firming a line					1/29/08	1 OF	-		
MOUNT OF THIS ENCLIMED	ANICE & 1.8			ļ	0000	٠.	ORIGINAL CONTRACT NUMBER	RACT NUMBER		PERIOD COVERED	day	
THE PARTMENT INFORMATION OF	יין מאורים		OLAL APPROVED CONTRACTS 9,993,	ACT S	a, ago, ago				FHOM	Certification		
ONTRACTOR	ţd ;	DPW No. 173,547			Ī	PSC #4264-00/01	ENAT04000001-01		임	June 30, 2011	· ·	<del></del>
Cooper Pugeda Management, Inc.	∋da Manaç		VENDOR NO: 35190		Sfx: 01	LIVER TO: BOA - LHHRP		SEN BC	SEND INVOICES IN DUPLICATE TO: BOA -LHHRP	LICATE TO:		1
65 McCoppin Street	n Street	<b>1</b> 4	FEIN/SSN No. 94-3227941			As Directed		37.	375 Laguna Honda Blvd.	ida Blvd.		
San Francisco, CA 94103	co, CA 94		Phone # (415) 543-6515					Sa	San Francisco, CA 94116	CA 94116		
EHUS OF PAYMENT								Att	Attention: John Thomas	Thomas		
Mo	Monthly	所文	RETAINAGE HEQUIRED, YES/N IF YES, AMOUNT OR %	2	oN.	*	INSURANCE REQUIRED		AMOUNT	EXPIRATION DATE	АТТАСН	
COMMODILY OR SERVICE CODE	.00E #	DETAILED DESCRIPTI	DETAILED DESCRIPTION OF SERVICES AND PRODUCTS	DOCE	<b>.</b>		WORKER'S COMP		SIM	7/1/08		T
21n-2n		Provide professio documents for La	Provide professional construction management services per contract documents for Laguna Honda Hospital Replacement Project.	nagen I Repi	agement services per Replacement Project.	per contract ect.	COMP. GEN. LIABILITY		SIM	12/15/08		1
		Mod#1 adds \$1,141,793; Mod#8 adds \$1,477,231;	Mod#1 adds \$1,441,793 and extends interim agreement to 12/31/2002. Mod#2 adds \$1,477,231 and extends interim agreement to 12/31/2003	Tto 12/3	1/2002. 1/2003		AUTOMOBILE		\$1M	3/1/08		1.
		5/9/03 - Contract assignn Mod#3 reduces scone of y	569/03 — Contract assignment from Turner/CPM, Vivo CPM Services, Inc. Modf3 reduces scone of work by S57 Rfd and re-anominghore believe of \$1 150 465 in CPM Contract Lea	PM Ser	Vices, Inc.	AND STATE OF THE PARTY OF THE P	UMBRELLA					
70		Mod#4 adds-\$1,132,10111 12/31/2009. Mod#4A pen	Mod#4 adds \$1,132,10 for rolar properties of \$48,000 and the correctly extends term of confract in \$10,00 for \$1,132,10 for \$1,1	,241; an	id incorrectly extend	s term of contract to	OTHER INSURANCE-		SZM	11/4/08		<u> </u>
		Mod#5 adds \$1,061,735 for total contract amt of \$ 8472,000 Mod#5 Frombance#2 for \$281,485	Mod#5 adds \$1,081,735 for folial contract amt of \$5,355,9 8422,000. Mod#5 Frrumbrance#2 for \$34,435	,976; an	id corrects term to 1:	to 1223 resort per chin 3ervice continues on approva. 376; and corrects term to 12/31/07. Enc.#1 is only	OTHER INSURANCE	ice ice				<del>  -</del>
มีข้าเลย Ameliai; 3 ซมา,ปยน,ปม	00,000	Mod#6 adds \$1,493,538	Models and 493,588 for 2006 WorkPlan per Appendix A "Services".	lix A "Se	irvices".		ATTACHMEN	TS - Please iden	ATTACHMENTS - Please identity by tille or description	cription		T
rior MODS: 57,419,	57,419,520.00	/ nis enc. includes \$200,2   Mod#7 adds \$1,171,006	i nis encnotudas \$209,290 (mod#5, enc#3) for total encumbrance of \$1,701,828, Mod#7 adds \$1,171,006 for 2007 WorkPlan per Appendix A "Services". Total contract amt (incl. Encumbrance	icumbra fix A "Se	nce of \$1,701,828, irvices". Total contri	act amt (incl. Encumbrance	Busine	ss Tax Certi	Business Tax Certificate #945283	.co.		<del> :</del>
Subtotal: \$8,020,	58,020,520,00	Anny not to exceed \$8,020,520. Mod#8 extends agreement to 6/30/11.	D,520. nr to 6/30/11.				Chpt, 12B	l t	Eoual Benefits: Complies	unlies		
This MOD: \$1,974,	51,974,863,00	Mod#9 adds \$1,974,863 for 20 amt not-to-exceed \$9,995,383	Mod#9 adds \$1,974,863 for 2008 WorkPlan p amt not-to-exceed \$9,995,383.	per A	opendix A "Sen	er Appendix A "Services, Total contract		1		22.11	J	
Fotal as-modiffed: 59,995,	59,995,383.00						SYSTEM USE					Τ.
	· .				٠,				-			
		Job No.: 8200A	FT/F/SF: 5L CPF LO	၁								
Mary Ng			" Che of			APPRI	APPROVALS	-				11
Phone # (415) 554-6225 Fax #		(415) 554-6232	A. A.	/	L.	Purchaser's Approval Not Required	Not Reautr	þe		X		
APPROVED BY CLLLING	S to 15 C	1/2/1	DIRECTOR OF PUBLIC WORKS or		2	MATERIALS; SUPPLIES, & SERVICES - PURCHASER	ICES - PURCHAS	問	7	LARION	John John Market	
(Signature)		(Print Marne) B(	BOARD OF COMMISSION		PEAL !	REAL PHOPERTY LEASES & RENT - DIRECTOR OF PROPERTY	IRECTOR OF PR	ОРЕНТУ		CITY ADMINISTRATOR	ISTRATOR	
Number	Suffix	Amount	Index Code		Sub-Object.	User Code P	Project Pr	ect Project Detail	Grant	Grant. Grant Detail	ADDENDUM	
1 EJAT0800067 0	01	\$1,974,863 00	PWA595LPFLOC		02799		CHLSNF	SNCM50	20		ATTACHED	
												-

	THANBAC.	Y OF SAN FRANCISCONFAMIS 02/04 TION DETAIL INQUIRY 1:	:03 PM
DOCUMENT EJAT08000067 01	POST PERIOD PO 07 2008 JAN 2008 03	OST DATE POSTED BY 2/01/2008 SANTOS, VICTORIA	- UNIT
TILNS CODE DOCUMENT REF TRANS DESC. AMOUNT VENDOR NUMBER INDEX CODE SUB-OBJECT USER CD GRANT / GR DTL:	: ENATO400001 01 : JOB 8200A CM SRV : 1,974,863.00 : 35190 01 : PWA595LPFLOC : 02799	NON-ADPICS ENCUMBRANCE  NOTEPAD  CES FOR LHHRP  DUE DATE  COOPER PUGEDA MANAGEMENT INC  BOA-AAT/DA5/13/PP/LHH-CAP PROJ-LOCAL  OTHER PROFESSIONAL SERVICES	:
PROJ / PJDTL : START DATE : G/L / SUBSID : BANK NO/ SUBSID : TREAS NUM :	CHLSNF SNCM50	8200A-TURNER CONSTR/COOPER PUGEDA END DATE :	. •
CURRENCY CODE : F1-HELP G014 - RECORD FOUR	CONV DATE :	FA-DRIOR DE NOVE	IIST

FAML1010 V5.1 CITY AND COUNTY OF SAN FRANCISCO--NFAMIS 02/01/2008 NOTEPAD

2:54 PM

ATTACHED TO : DOCUMENT NUMBER : EJAT08000067

PAGE : 01 OF 01

CUUPER PUGEDA MANAGEMENT, INC.

.
JOB NO. 8200A DPW NO. 173,547 MODIFICATION NO. 9 PROJECT: CONSTRUCTION MANAGEMENT SERVICES FOR THE LAGUNA HONDA HOSPITAL

REPLACEMENT PROJECT

CONTRACT MODIFICATION NO. 9 ADDS \$1,974,863 FOR 2008 WORKPLAN PER APPENDIX A "SERVICES". TOTAL CONTRACT AMOUNT NOT TO EXCEED \$9,995,383.

TERM ENDS JUNE 30, 2011

F1-HELP F2-TOP F3-COPY LINE F4-AUDIT F5-INS LINE F6-INS PAGE F7-PRIOR PG F8-NEXT PG F10-SAVE F11-DEL LINE F12-DEL PAGE G001 - RECORD SAVED

## MODIFICATION NO. 9 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547 Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco
Department of Public Works
Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0935

### MODIFICATION NO. 9 TO THE AGREEMENT

Between the City and County of San Francisco and

### COOPER PUGEDA MANAGEMENT, INC.

The City and County of San Francisco and Cooper Pugeda Management, Inc. have entered into an Agreement dated July 31, 2002. This Modification to the Agreement ("Modification No. 9") dated for convenience January 1, 2008, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Tumer Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

#### RECITALS

WHEREAS, the parties intend to increase the compensation to be paid to CM;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges;

Now, THEREFORE, the parties agree as follows:

A. Modify the Contract by amending Section 5 – "Compensation," as follows:

#### FROM:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed eight million twenty thousand five hundred twenty (\$8,020,520) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein."

### TO:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed nine million nine hundred ninety five thousand three hundred eighty three dollars (\$9,995,383) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein."

Modification No. 9 (01/01/08)

Page 1 of 3

- B. Modify the Contract by replacing Appendix A Services to be Provided by CM in its entirety to reflect scope of work for Work Plan 2008 attached hereto as Attachment 1.
- C. Modify the Contract by replacing Appendix B Calculation of Charges in its entirety with the Work Plan 2008 dated January 1, 2008 attached hereto as Attachment 2.
- D. In all other respects, the provisions of the Agreement dated July 31, 2002 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 9 to the Agreement on the day first mentioned above. CITY Signature for Department Authorized Signature John Thomas Printed Name Ismael Pugeda, President Printed Name and Title Approved as to Form: Dennis J. Herrera Cooper Pugeda Management, Inc. City Attorney Company Name 65 McCoppin Street Address Approved: San Francisco, CA 94103 City, State, ZIP Edgar A. Lopez, AIA Bureau Manager Project Management Division (415) 543-6515 Approved: Phone Number Edward D. Reiskin 94-3227941 Federal Employer ID Number Director of Public Works Approved:

Attachments:

Edwin Lee

City Administrator

Attachment 1 - Appendix A - Services to be Provided by CM

Attachment 2 - Appendix B - Calculation of Charges Work Plan 2008 dated January 1, 2008

Modification No. 9 (01/01/08)

Page 3 of 3

## Attachment 1 Appendix A – Services to be Provided by CM

## Attachment 1 Appendix A – "Services to be Provided by CM"

### Cooper Pugeda Management ENAT04000001 Modification No. 9

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

1. Prepare independent estimates.

2. Document Change Order Entitlement and Reasonableness where directed.

- 3. Provide change order tracking, project control system maintenance, and prepare reports.
- 4. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
- 5. Work with the IOR Staff to prepare close-out and documentation binders.6. Attend all OSHPD review meetings and follow-up with outstanding items.

7. Provide OSHPD Certified Inspectors of Record when directed

8. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.

9. Coordinate communications between IOR and LHH Operations.

10. Facilitate the communication between the IOR staff, contractors, Turner (Construction Manager's) and LHH Operations.

11. Ensure Testing Lab documentation is current and complete.

12. Review Invoicing from Construction Manager and Special Inspection Firms

- 13. Manage document flow, filing and other administrative duties as it pertains to the outlined scope of services.
- 14. Provide assistance to the Architect of Record in establishing the most current set of drawings.

15. Provide administrative support to the City.

16. Maintain the program's database for tracking cost controls.

17. Assist the Project Manager as directed.

## Attachment 2 Appendix B – Calculation of Charges

Cooper Pugeda Management Work Plan 2000 ENAT04000001

January 1, 2008	Parsonnal	JAN	田田	MAR	APR	MAY	Nin	701	AUG	SEP	OCT	VOV	DEC 1 T	TOTAL	Houri	Hourly Rate Bi	Billing Rate	Extension	lo l	7% Fao	Total	
CPM				L				ľ		H	$\vdash$	H	÷			-						T
Project Manager	Jell Cooper	12	12	12	42	12	12	12	12	12	12	12	15	44	v	6145 5	13B 2B	v	19 910 5	1 304	7	21 303
Field Engineer	Bill Sorfleet	178	180	184	160	184	176	160	184	168	L	168	<u></u>	2,064	L.	+	ľ	, v		70.065	3 00	2 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8
OSHPO Inspector	Dan Banks	176	160	104	160	184	176	160	181	198	H	168	, ·	2,064	l	_		0	÷	19.964	2 00	305 169
Project Assistant	Marlies Schneider	176	160	184	160	184	176	160	184	88	176	168	168	2,064	s	33.37 5		0	4A 0B3 S	40.368		9
Estimator	Kevin O'Neili	80	8	8	80	80	80	8	28	8	-	90	1	. 296		58.00	Γ	S	+	H 380		16
Scheduling Engineer	Rich Lavino	8	8	98	96	96	96	96	96	96	96	9.6	96	1,152		╄	į.	U3	-	0.052	1.	123,074
														!					<u> </u>			] .
Mark-up % (CM West + BU)											ᅱ	_	1					21	17,090		2	17,090
Subfolal - CPM		716	99	물	999	740	716	999	740	269	716	692	692	8,448		-		\$ 1,004	004,516 \$	69,120	5 1,073,635	635
CM WEST				-									-					1				
											-		Γ	-		-			<u> </u> 			Τ
Field Engineer	William Chin	176	160	184	160	184	176	160	184	168	176	168	168	2,064	s	41.62 5	09.40	62	104 693 \$	12 979	e.	197 621
Estimator IV	Lional Reclo	0	0	0	0	0	0		0	0	0		i	0	ŀ	<u> </u>		0	÷		, 0	į .
Estimator V	Jack Delange	-09	29	8	9	60	8	8	٥	0	0	0	ī	120	i.	٠.	Γ	· ·	AR 956 C	3 2R7	1	FN 243
Estimator VI	Jerry Donohue	40	40	49	용	9	9	9	무	무	8	9	Ι.	480	1	52.00	ı	, ,	199	3 75G	30	2 5
Estimator VII	Slaphen Higgins	176	160	184	160	184	176	160	184	168	176	168	ī	2,064	S	4-	1	S	239.985 \$	16.799	200	256.784
												-		<u>'</u>		<u> </u>		L				
Subtotal - CM Wost		452	420	468	420	468	452	420	408	376	392	376	376	5,028				5 525	525,298 \$	36.771	\$ 567	567 069
IQB									-			-	<u>,                                    </u>		100			L	+-		1	
												$\vdash$	Γ	_		US.	١.	v		<b> </b> .	v.	١,
OSHPD Inspactor	Chuck Sutter	176	99	184	160	184	176	160	184	168	176	£	169	2,064	s	61.59 \$	132.42	, vo	273,312 \$	19,132	, N	292,444
Subtotal - BD1		176	9	484	160	787	478	9	707	207	12.7		-	<u></u>				1 1	<del>' '</del>		11	
ADDITIONAL ALLOWANCE					4	•			5		-		8	4,004	1			\$ 273	\$ 215,512	19,132	2 232	292,444
MIS Support	Genghang Zhau	2	20	20	20	20	20	20	92	20	20	22	2	240	(A)	48.67	109.51	S	202   \$	1.840	202	20.122
ASR Allowance												H	<u> </u>	<u>.                                    </u>				S	25,000			25,000
														•								
					1	_			İ					<u></u>								
Subfolal - Additional Consultants				ļ	1		ſ			1	+	Ì	1						_		_	
TOTAL HOURS		1.344	1.748	1 392	1 24B	1 302	1 344	1 248	1 1177	1 278	1 284	236	000	070	ľ	-		2	4	ימאם"ר	_	53,122
CPM		716	999	Ĺ	1	⊢	716	199	140	692	╌	503	-4	100 B		LOITI		3 1,654,407	П	\$ 126,862	5 1,961,270	1270
CM West		452	420	468	Ͱ	468	452	420	408	376	382	376	376	5.028	1							_
BDI		176	160	184	┞	<u>2</u>	176	160	184	168	┝	168	_	2,064	Total						\$ 1.981.770	770
													l				l					

115% 125% 7% Field Overhead Rate Home Office Overhead Rate

## HRC FORM 10

# HRC FORM 10 CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS ENAT04000001 MODIFICATION NO. 9

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project: Laguna Honda Hospital Replacement Program
Original Contract Amount: \$601,000
Contract Amount as Modified to Date: \$9,394,383
Amount of current Modification Request: \$1,974,863
REQUIRED ATTACHMENTS:
1. Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.
<ol> <li>A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.</li> </ol>
See Attachment 2, Work Plan 2008 and Forecast
<ol> <li>A list of the contractors and subcontractors working on this amendment, modification, supplement or change order with the contract dollars for each individual firm.</li> </ol>
See Attachment 1, Work Plan 2008 and Forecast
4. A brief description of the work to be performed under this amendment, modification, supplement or change order.
See Attachment 1, Services to be Provided by CM  Contractor Owner/Authorized Representative:
Phone: (415) 543-6515
Date: 1/25/08
FOR HRC USE ONLY. Received 1125 58
APPROVED:
HRC Representative: Date: 1/0/03

# HRC FORM 10 CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS ENAT04000001 MODIFICATION NO. 9

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name o	of Project: Laguna Honda Hospital Replacement Program	•	
Origina	al Contract Amount: \$601,000		
Contrac	ct Amount as Modified to Date: \$9,394,383		
Amoun	nt of current Modification Request: \$1,974,863	· · · · · · · · · · · · · · · · · · ·	
REQU	IIRED ATTACHMENTS:	<u>.</u>	
1.	Revised HRC Form 2A, reflecting the new overall contract amounts for the prim subcontractors.	e contractor, joint venture pa	artners and
2.	A list of all prior contract amendments, modifications, supplements and/or chang including those leading up to the amendment which increased the original contract	ge orders leading up to this meet amount by more than 20%	nodification,
	See Attachment 2, Work Plan 2008 and Forecast		
3.	A list of the contractors and subcontractors working on this amendment, modification contract dollars for each individual firm.	ation, supplement or change	order with the
	See Attachment 1, Work Plan 2008 and Forecast	- -	•
4.	A brief description of the work to be performed under this amendment, modificat	tion, supplement or change o	order.
	See Attachment 1, Services to be Provided by CM		
	ctor Owner/Authorized Representative:  Işmael Pugeda, President	<del></del>	
Phone:	(415) 543-6515		
Date: _	1/25/08		
		·	
FOR H	IRC USE ONLY. Received:		• :
APPRO	OVED:		•
HRC R	epresentative:	Date:	

City and County of San Francisco



Gavin Newsom, Mayor Edward D. Reiskin, Director



Department of Public Works Contract Administration Division Financial Management and Administration 875 Stovenson Street, Room 420 San Francisco, CA 94103-0903 Gordon Choy, Division Manager

#### TRANSMITTAL LETTER

September 16, 2008

Contractor:

Project:

Cooper Pugeda Management, Inc. 65 McCoppin Street San Francisco, CA 94103 CM Services for the Laguna Honda Hospital Replacement Program through June 30, 2011 - Modification #10

Modification Amount:

Add the sum of \$670,810

Job No.;

8200A

DPW Order No.:

173,547

Controller's Certification:

Reference this # on your invoices: ENAT04000001

Date Posted:

September 16, 2008

This Transmittal Letter forwards a copy of the Modification of Agreement #10 and Contract Purchase Order No. ENAT04000001 (EJAT09000017-01) in the total ass-modified to date, \$10,666,193, for the subject project. Contract expiration date is June 30, 2011.

Yours truly,

ma. Corina C. Confa Carina Carios Management Assistant

John Thomas, BOA/LHHRP

Attachments:

Modification of Agreement #10 Contract Purchase Order

GEC:cc

"IMPROVING THE GUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

## MODIFICATION NO. 10 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547 Contract No. ENAT0400001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco Department of Public Works Contract Administration 875 Stevenson Street, Room 420 San Francisco, CA 94103-0935

### MODIFICATION NO. 10 TO THE AGREEMENT

Between the City and County of San Francisco and

## COOPER PUGEDA MANAGEMENT, INC.

The City and County of San Francisco and Cooper Pugeda Management, Inc. have entered into an Agreement dated July 31, 2002. This Modification to the Agreement ("Modification No. 10") dated August 22, 2008, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

#### RECITALS

WHEREAS, the parties intend to increase the compensation to be paid to CM;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges;

Now, THEREFORE, the parties agree as follows:

A. Modify the Contract by amending Section 5 – "Compensation," as follows:

#### FROM:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed nine million nine hundred ninety five thousand three hundred eighty three dollars (\$9,995,383) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein."

### TO:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed ten million six hundred sixty six thousand one hundred ninety three dollars (\$10,666,193) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein."

Modification No. 10 (08/22/08)

Page 1 of 3

- B. Modify the Contract by replacing Appendix A Services to be Provided by CM in its entirety to reflect the revised scope of work for Work Plan 2008 attached hereto as Attachment 1.
- C. Modify the Contract by replacing Appendix B Calculation of Charges in its entirety with the revised Work Plan 2008 dated August 22, 2008 attached hereto as Attachment 2.
- D. In all other respects, the provisions of the Agreement dated July 31, 2002 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 10 to the Agreement on the day first mentioned above. CITY Authorized Signature John Thomas Printed Name Ismael Pugeda, President Printed Name and Title Approved as to Form: Dennis J. Herrera City Attorney Cooper Pugeda Management, Inc. Company Name 65 McCoppin Street Address Approved: San Francisco, CA 94103 Edgar A. Lopez, A. City, State, ZIP Bureau Manager Project Management Division (415) 543-6515 Approved: Phone Number Edward D. Reiskin 94-3227941 Director of Public Works Federal Employer ID Number Approved:

Attachments:

Edwin Lee

City Administrator

Attachment 1 - Appendix A - Services to be Provided by CM Attachment 2 - Appendix B - Calculation of Charges Work Plan 2008 dated August 22, 2008

Modification No. 10 (08/22/08)

Page 3 of 3

## Attachment 1 Appendix A – Services to be Provided by CM

## Attachment 1 Appendix A – "Services to be Provided by CM"

### Cooper Pugeda Management ENAT04000001 Modification No. 10

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

- 1. Prepare independent estimates.
- 2. Document Change Order Entitlement and Reasonableness where directed.
- 3. Provide assistance to change order tracking, project control system maintenance
- 4. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
- Work with the IOR Staff to prepare close-out and documentation binders.
- 6. Attend OSHPD review meetings and follow-up with outstanding items.
- 7. Provide OSHPD Certified Inspectors of Record when directed
- 8. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.
- Coordinate communications between IOR and LHH Operations.
- 10. Facilitate the communication between the IOR staff, contractors, Turner (Construction Manager's) and LHH Operations.
- 11. Ensure Testing Lab documentation is current and complete.
- 12. Review Invoicing from Construction Manager and Special Inspection Firms as requested by City.
- 13. Manage document flow, filing and other administrative duties as directed by City
- 14. Provide administrative support to the City.
- 15. Maintain the program's database for tracking cost controls.
- 16. Assist the Project Manager as directed.
- 17. Seismic Bracing Coordinator to assist Turner in the coordination, installation and troubleshooting of seismic bracing connections as directed by the City.
- 18. Document Control Engineer to perform document control duties to render a complete set of OSHPD and Project documents and assist in the posting of the RFI's and Bulletins to the various plan sets.
- 19. Force Account Coordinator to assist Turner in the tracking and of force account elements in the field as directed by the City.
- 20. Low Voltage / Security System Coordinator to assist Turner in the coordination, installation, and troubleshooting of the security system and various low voltage systems as directed by the City.
- 21. Electrical Systems Coordinator to assist Turner in the coordination, installation, and troubleshooting of the various electrical components for the project as directed by the City.
- 22. Mechanical, Distribution, and Plumbing coordinator to assist Turner in the coordination, installation, and troubleshooting of the mechanical and plumbing systems as directed by the City.
- 23. Exterior and Interior Framing and window wall coordinator to assist Turner in the coordination, installation of the interior framing and exterior window wall systems as directed by the City.

## Attachment 1 Appendix A – "Services to be Provided by CM"

### Cooper Pugeda Management ENAT04000001 Modification No. 10

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

- 1. Prepare independent estimates.
- 2. Document Change Order Entitlement and Reasonableness where directed.
- 3. Provide assistance to change order tracking, project control system maintenance
- 4. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
- 5. Work with the IOR Staff to prepare close-out and documentation binders.
- 6. Attend OSHPD review meetings and follow-up with outstanding items.
- 7. Provide OSHPD Certified Inspectors of Record when directed
- 8. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.
- 9. Coordinate communications between IOR and LHH Operations.
- 10. Facilitate the communication between the IOR staff, contractors, Turner (Construction Manager's) and LHH Operations.
- 11. Ensure Testing Lab documentation is current and complete.
- 12. Review Invoicing from Construction Manager and Special Inspection Firms as requested by City.
- 13. Manage document flow, filing and other administrative duties as directed by City
- 14. Provide administrative support to the City.
- 15. Maintain the program's database for tracking cost controls.
- 16. Assist the Project Manager as directed.
- 17. Seismic Bracing Coordinator to assist Turner in the coordination, installation and troubleshooting of seismic bracing connections as directed by the City.
- 18. Document Control Engineer to perform document control duties to render a complete set of OSHPD and Project documents and assist in the posting of the RFI's and Bulletins to the various plan sets.
- 19. Force Account Coordinator to assist Turner in the tracking and of force account elements in the field as directed by the City.
- 20. Low Voltage / Security System Coordinator to assist Turner in the coordination, installation, and troubleshooting of the security system and various low voltage systems as directed by the City.
- 21. Electrical Systems Coordinator to assist Turner in the coordination, installation, and troubleshooting of the various electrical components for the project as directed by the City.
- 22. Mechanical, Distribution, and Plumbing coordinator to assist Turner in the coordination, installation, and troubleshooting of the mechanical and plumbing systems as directed by the City
- 23. Exterior and Interior Framing and window wall coordinator to assist Turner in the coordination, installation of the interior framing and exterior window wall systems as directed by the City.

## Attachment 1 Appendix A – Services to be Provided by CM

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 10 to the Agreement on the day first mentioned above. **CITY** Authorized Signature John Thomas Printed Name Ismael Pugeda, President Printed Name and Title Approved as to Form: Dennis J. Herrera City Attorney Cooper Pugeda Management, Inc. Company Name 65 McCoppin Street Address Approved: San Francisco, CA 94103 City, State, ZIP Bureau Manager Project Management Division <u>(</u>415) 543-6515 Approved: Phone Number Edward D. Reiskin 94-3227941 Director of Public Works Federal Employer ID Number Approved: Edwin Lee City Administrator Attachments:

Modification No. 10 (08/22/08)

Attachment 1 - Appendix A - Services to be Provided by CM

Page 3 of 3

Attachment 2 - Appendix B - Calculation of Charges Work Plan 2008 dated August 22, 2008

## Attachment 2 Appendix B – Calculation of Charges

Cooper I: Cooper Brandown Work Plan 2006 - REVISED August 22, 2008

2008 APPROVED	Personnel	JAN	833	MAR	APR	MAY	NOL	1	AUG	25		VON	1 030	TOTAL	Hourly But		llac Bata	10000		7%	2008	<u> </u>	
BUDGET								1	2	į	;			_	r in a		annu fillille			Fee	BUDGET		Variance
Marijali, kalika poli	ν.		1000						ľ	ľ				Ī					-			4.	T
- 1		0	2	0	44	25	9	0	12	72	12	-	12	112	8	61.45 \$	138.26	u	16,177 S	1 132	S 17.309	5	(4 994)
-	_	170	128	166	136	152	147	189	184	168	176	_	168	1,945		+	1	us	÷	ľ	U.	÷	(18.476)
\$ 305,169	_	160	168	152	173	151	152	175	184	168	176	┝	168	1,995	İ	4-	130,18		<u> </u>	1		e.	(10 276)
- 1	_	172	120	160	173	141	160	165	184	168	176	F	168	1.955	}	33.37	71.75	0.	÷			U	1000
\$ 128,092		19	34	61	129	88	22	52	8	8	8	-	8	834	l	÷	124 70	, L	÷	l		+	/1F 312)
- 1	_	96	114	119	23	115	66	55	98	96	96	8	98	1.156		46.44	1		+-		v	+	477
	Administrative Assistant	96							85	96	96	98	98	578		<u></u> -		v	÷	1	U	÷.	61 517
	Estimator				6				20	2	22	2	20	E3	(C)	÷	133.22	100	÷		0	÷	11 834
	Estimator				9				82	9	20	├	20	96	1	÷	107 R7		10 355 5	725	·	÷	1
	Field Engineer				8	104	140	120	147	134	141	$\vdash$	134	1.125		÷	79.88	. 60	89.197	6.293	, 01	Ť.	18 18G
	Fleid Engineer	ŀ			24	133	136	172	147	134	141	L	134	1.158		58.13		65	20 530		U	) U	700 207
	Claim Analyst				76	32	14	21	20	20	22	H	22	243	ŀ	<u>,                                     </u>	1	le?	÷	İ		v	14 626
	_				4	186	188	177	184	168	176	-	168	1,419		÷	98.75	60	137,288 5	6	9	, U	146 898
\$ 17,090	_											_						v	20.00R	1.407	er.	v	4.415
\$ 1,073,635	_	713	569	99	865	1058	1112	1205	1374	1265	1330	1265 1	1285	12,700		L		-	÷	\$ 98.917	5	60	438.375
5.9	1											⊢	1			-			+			-	
\$ 292,444		166	174	168	176	176	168	164	184	160	176	168	_	2.076	S	61.59 S	137.47	v	÷	EPC 01 S	5 294 144	0	1 700
\$ 292,444	_	166	174	168	176	176	168	184	184	160	176	H	5	2.076	l	÷	Ĺ	. 0	274 904	10.743		÷	1 700
	CM WESTERNAL TO THE TOTAL											╀	1					1	÷		,	÷	3
\$ 197,621	Field Engineer	173	160	168	176	160	168	176	184	168	176	168	69	2,045	S	41.62		6	182 993	S 12 ANS	S 195 807	J.	(1,7,10)
1	_											╀		0		<u>!</u>	11.80		÷		,	÷	10101
\$ 50,243	_	79	98	63	15	29	22	46						374	l	1	1	, 0:	41.813	7000	S 44.740	+=`	(5.503)
\$ 57,420	=	9		0	15	12			8	40	\$	ę	9	238		÷	1	er.	÷			÷	(28 qdq)
	_	33	94	\$	5	8	72	16				├		ě	ì	Ļ.	1		÷		v	÷	727.00
\$ 256,784	_	168	153	158	170	144	168	176	184	168	176	168	168	2,007		+-	1	, 0.	÷	ľ	0	÷	(7,07,07)
ı. €-9	Document Control				9	103	160	154	184	168	176	⊦	168	1.381		÷	ı		÷		2	, ,	103 116
ļ	- 1								40	40	9	1	40	200		_	113.95	, co	22,790	1.595	·	U	24 385
\$ 562,069	-	461	465	445	521	586	290	570	632	584	809	-	584	6,630		+	-	us	÷	\$ 45.286		v	130.165
	UKL Construction		4	, ,														l	÷			í	
0	Isa Codrainator				37	163	168	152	184	168	176	_	168	1,384	es G	60,00.	00'09	us.	_	\$ 5,813	l/3	S	88,853
	Subjoid - JKL	- -	٠		34	163	168	152	184	168	176	168	168	1,384					83,040	\$ 5,813	\$ 88,853	3	88,853
	Mis Support	-	6	-	6	۶	6	5	9						-	4	ŀ	,	_			_	
25 000	-	,	2	-	3	?	>	₹	2	2	9	₽	2	340	2	48.67	109,51	2	37,233	5 2,606	\$ 39,839	s G	11,717
1	_											1				1						_	•
		1			-						1	1							-				
										T		+	T	<u>.T</u>					i			<u> </u>	
\$ 63,122	Subtotal - Additional Consultants				-							$\dagger$	T	1		+		200	17 213	2 606	C 64 B 10	U	11 717
\$11,981,270	TOTAL HOURS	1.340 1.208	1.208	1.273	1.599	1 983	2 03B	7111	2774	2 1/15	2 290	2 185 2	10	23,70n	F			1	4	ľ	,	-	030 040
	CPM	713	569	99	1-		1-	Ъ	-	1 285	1-	1-	i.	2 7 20	2	£			. [	2991111	* 4,554,UdU		חומ'חים
	CM West	461	465	445	-	586	╄	+		284	200			6.30									
\$ 1,901,270		166	174	168	<del> </del>	176	160	184	194	100	176	166	168	2.076	Total	İ	-	İ	1000	<b>建</b> 州之前是	THE STATE OF STATE OF THE STATE		EYNATH
					l		1		-8			_	4						0.00	Period breschines	2017711		2

Fleid Overhood Rate 115% Home Office Overhead Rate 125% FEE 7%

## City and County of San Francisco



Gavin Newsom, Mayor Edward D. Reiskin, Director



(415) 554-6229 FAX (415) 554-6232 http://www.sfdpw.com

Department of Public Works **Contract Administration Division** Financial Management and Administration 875 Stevenson Street, Room 420 San Francisco, CA 94103-0903

Gordon Choy, Division Manager

## TRANSMITTAL LETTER

January 27, 2009

Contractor:

Cooper Pugeda Management, Inc.

65 McCoppin Street

San Francisco, CA 94103

Project:

CM Services for the Laguna Honda Hospital Replacement Program

Modification #11

Through June 30, 2011

**Modification Amount:** 

Add the sum of \$2,838,534 (partial encumbrance of only \$2,000,000)

Job No .:

8200A

DPW Order No.:

173,547

Controller's Certification:

Reference this # on your invoices: ENAT04000001

Date Posted:

Јалиагу 26, 2009

This Transmittal Letter forwards a copy of the Modification of Agreement #11 and FAMIS screen shots of ENAT04000001 (EJAT09000053-01) in the total as-modified to date, \$13,504,727, for the subject project. Contract expiration date is June 30, 2011.

Yours truly,

Ma. Caruna C. Carlos Carina Carlos Management Assistant

CC:

John Thomas, BOA/LHHRP

Attachments:

Modification of Agreement #11

FAMIS screen shots

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork

Continuous Improvement

F4-PRIOR F5-NEXT

F11-NOTEPAD F12-APPR HIST

F4-F4-

F9-LINK

F1-HELP
G014 - RECORD FOUND

# MODIFICATION NO. 11 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547 Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco Department of Public Works Contract Administration 875 Stevenson Street, Room 420 San Francisco, CA 94103-0935

### MODIFICATION NO. 11 TO THE AGREEMENT

Between the City and County of San Francisco and

### COOPER PUGEDA MANAGEMENT, INC.

The City and County of San Francisco and Cooper Pugeda Management, Inc. have entered into an Agreement dated July 31, 2002. This Modification to the Agreement ("Modification No. 11") dated December 23, 2008, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

#### RECITALS

WHEREAS, the parties intend to increase the compensation to be paid to CM;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges;

Now, THEREFORE, the parties agree as follows:

A. Modify the Contract by amending Section 5 – "Compensation," as follows:

### FROM:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed ten million six hundred sixty six thousand one hundred ninety three dollars (\$10,666,193) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein."

### TO:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed thirteen million five hundred four thousand seven hundred twenty seven dollars (\$13,504,727) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein."

Modification No. 11 (12/23/08)

Page 1 of 3

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 11 to the Agreement on the day first mentioned above.

CITY	CONTRACTOR
AM 2011-6	what has
Signature for Department	Authorized Signature
John Thomas Printed Name	
	Ismael Pugeda, President
Approved as to Form:	Printed Name and Title
Dennis J. Herrera City Attorney	Cooper Pugeda Management, Inc.
a	Company Name
By Clore IC Way Deputy City Attorney	
,	_65 McCoppin Street
A managara Ja	Address
Approved:	
6 1 12 1	
WYX M777	San Francisco, CA 94103
Edgar A. Lonez, AIA	City, State, ZIP
Bureau Manager Project Management Division	
1 Tojout Wanagement Division	
	(415) 543-6515
Approved:	Phone Number
1/20/1/	
Edward D. Reiskin	94-3227941
Director of Public Works	Federal Employer ID Number
Approved:	
Models.	
Edwin Lee	
City Administrator	
Attachments:	
radomionis.	
Attachment 1 – Appendix A – Services to be Provided Attachment 2 – Appendix B – Calculation of Charges	l by CM Work Plan 2009 dated December 23, 2008
S	

Modification No. 11 (12/23/08)

Page 3 of 3

# Attachment 1 Appendix A – Services to be Provided by CM

EMERGE PARTICIA ROLL CLUESTA FORGE F	AGI AL VOCA GAMA AMERINA DE COCA SER CONT MARTON DE LO LA LA LA LA LA LA LA LA LA LA LA LA LA	ACT CLE I I I I I I I I I I I I I I I I I I I	Car tital, i-babil in barry dutor i per tombe Act in visit i-babil in barry dutor i 2-31 t. Julian Tan Abarra Act in visit in babil in an Libert Act in t. babil in an Libert Act in t. babil in babil in an Act in a Act in t. babil in babil Act in t. babil in babil Act in t. babil in an Act in a Act in t. babil in an Act in an Act in a Act in t. babil in an Act in a Act in a Act in t. babil in an Act in a Act in a Act in t. babil in an Act in a Act in a Act in t. babil in an Act in a Act in a Act in t. babil in an Act in a Act in a Act in t. babil in an Act in a Act in a Act in a Act in t. babil in an Act in a Act in a Act in a Act in t. babil in an Act in a Act in a Act in a Act in the Act in a Act in a Act in a Act in a Act in a Act in the Act in a Act in a Act in a Act in a Act in a Act in a Act in the Act in a Act in	SA 1 - WIT OF A PROPERTY AND AND CONTROL OF A STATE OF	CHWAIT tab  ALL Contention  Authority from Flagers (ASP)  Oppositions Reparts (ASP)  Not  ASP 1 (TV) 4 march  ASP 1 (TV) 4 march  ASP 1 (TV) 4 march  ASP 1 (TV) 4 march  ASP 1 (TV) 4 march  ASP 1 (TV) 4 march  ASP 1 (TV) 4 march  ASP 1 (TV) 4 march  ASP 1 (TV) 4 march  ASP 2 (TV) 4 mar	Total Feld Fed Feld Fed Feld Fed Feld Fed Feld Fed Feld Fed Feld	Frim
1117018 120091 01 20171	INTERNAL PROPERTY.						Puchin
7.11\ 90% 100%	141.00 14.11	· · · · · · · · · · · · · · · · · · ·			# A n n		E COMPA
47'04 10'7'1 10'7'1 10'7'1			n snas a	-55; -588; -688;	20 F.		T and a feet
Herr Trans	1115274 111100 11100	·	<u> </u>	neeneenikae		1110 1110 1110 1110 1110 1110 1110 111	Ĭ
100 000 000 000 000 000 000 000 000 000	114.00 413.00 114.00		# <b>5888</b> 0	55 Is 2855886666	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		Maria Maria
1000	100 July 100		<u> </u>	11			E I
1619 Ja. 1126 SAT 1143 SAT	19 10 11 11 11 11 11 11 11 11 11 11 11 11		2 7252 2 2262 2 28658	# # # # # # # # # # # # # # # # # # #		Table:	
12 15 16 12 15 16 11 16 16 11 16 16 11 16 16	1720/374 C21741		DGDnr : nggan	## ###################################	10 10 10 10 10 10 10 10 10 10 10 10 10 1	HATTA HATTA HATTA	1 Page 1
15.50 15.50	1) (C 9) (1) (C 9) (1) (1) (1) (1) (1) (1) (1) (1) (1) (1			110 000 110 000 110 000 110 000 110 000 110 000 110 000 110 000 110 000 110 000 110 000	112.000 111.000 111.000 111.000 111.000 111.000 111.000 111.000 111.000	14471 1144771 114574	
1255.7724 1100.647 1144.507 11,144,144	1111				EL T	111111	
	11.00 M.C. 11.00 M.C.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				HATTER BELLEVIE	1
						141711 141711 1417111	
 					2000 2000 2000 2000 2000 2000 2000 200	Tanest Miles II	Parls for Etc.
						121 Per 1714	
11 105,057 1141 105,057 1141 105,057 1141 105,057	1910	100 mm			346668 8 B	Account 16	
24.381, 1.384, 0.421, 24.275	M. Def. B. C. C. C. C. C. C. C. C. C. C. C. C. C.	112 ME				Selectin Sintantin Militan Property Pro	Ē
			i ii			mentice Til	
			i e paret de tra				
1	1		เลยเลลี้ยื่องที่ยื่องกฤ	สมสภาคการสภาคส <b>ร</b>		1271,411 127,411 127,411	Î
	•						

	MCES	
_	ğ	
į	5	
ğ	ē	
Ž	Ę	
ã	Ē	
Š	5	i
Ē	E	į
è	Ë	i

# HRC FORM 10 CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS ENAT04000001 MODIFICATION NO. 11

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Nam	e of Project: Laguna Honda Hospital Replacement Program		
Origi	inal Contract Amount: \$601,000	· · · · · · · · · · · · · · · · · · ·	
Cont	ract Amount as Modified to Date: \$10,065,193	·	
Amo	unt of current Modification Request: \$2,838,534	- 	
÷			
REQ	UIRED ATTACHMENTS:		
1.	Revised HRC Form 2A, reflecting the new overall contract amounts for the principle subcontractors.	me contractor, joint venture partners and	
2.	A list of all prior contract amendments, modifications, supplements and/or chan including those leading up to the amendment which increased the original contr		
	See Attachment 2, Work Plan 2009 and Forecast dated Decemi	ber 22, 2008	
3.	A list of the contractors and subcontractors working on this amendment, modifi- contract dollars for each individual firm.	cation, supplement or change order with the	
	See Attachment 1, Work Plan 2009 and Forecast dated December	per 22, 2008	
4.	A brief description of the work to be performed under this amendment, modifica	ation, supplement or change order.	
·	See Attachment 1, Services to be Provided by CM		
Contra	actor Owner/Authorized Representative:  Ismael/Pugeda, President	<u> </u>	
Phone	e: _(415) 543-6515	·	
Date:		_	
·		· .	
OR I	HRC USE ONLY. Received:		
APPR	OVED:		
IRC F	Representative:		
	<u> </u>	• ' '	

## City and County of San Francisco



Gavin Newsom, Mayor Edward D. Reiskin, Director



(415) 554-6229 FAX (415) 554-6232 http://www.sfdpw.com

Department of Public Works
Contract Administration Division
Financial Management and Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0903

Gordon Choy, Division Manager

# **CONTRACT MODIFICATION TRANSMITTAL LETTER**

January 6, 2010

Contractor:

Cooper Pugeda Management, Inc.

65 McCoppin Street

San Francisco, CA 94103

Project:

Construction Management Services

**Modification Amount:** 

\$1,298,710

Job No.:

8200A

DPW Order No.:

173,547

No.:

Controller's Posting Number:

Reference this # on your invoices

ENAT04000001/EJAT1000053

Date Posted:

December 31, 2009

This Transmittal Letter forwards a copy of the Modification of Agreement No. 12 and Contract Purchase Order No. ENAT04000001/EJAT1000053 for the subject project. The total modified agreement to date is \$14,803,437.

Yours truly,

Sung Kim

Assistant Division Manager

Attachments:

FAMIS Encumbrance

Modification of Agreement

CC:

Marisa Fernandez, LHHRP

SK:sk

# MODIFICATION NO. 12 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547 Contract No. ENAT04000001

to furnish
CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco
Department of Public Works
Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0935

### MODIFICATION NO. 12 TO THE AGREEMENT

Between the City and County of San Francisco and

## COOPER PUGEDA MANAGEMENT, INC.

The City and County of San Francisco and Cooper Pugeda Management, Inc. have entered into an Agreement dated July 31, 2002. This Modification to the Agreement ("Modification No. 12") dated December 11, 2009, in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

### RECITALS

WHEREAS, the parties intend to increase the compensation to be paid to CM;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges;

Now, THEREFORE, the parties agree as follows:

A. Modify the Contract by amending Section 5 – "Compensation," as follows:

### FROM:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed thirteen million five hundred four thousand seven hundred twenty seven dollars (\$13,504,727) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein."

### TO:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed fourteen million eight hundred three thousand four hundred thirty-seven dollars (\$14,803,437) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," Attached hereto and incorporated by reference as though fully set forth herein,"

Modification No. 12 (12/11/09)

Page 1 of 3

IN WITNESS WHEREOF, the parties hereto have executed in the second secon	ated this Modification No. 12 to the Agreement
on the day first mentioned above.	
CITY	CONTRACTOR
Alta X // h	will fly
Signature for Department	Authorized Signature
John Thomas	
Printed Name	Invest Durada Propidant
	Ismael Pugeda, President Printed Name and Title
Approved as to Form:	
Dennis J. Herrera	
City Attorney	Cooper Pugeda Management, Inc.
	Company Name
By Per Labor	
Deputy City/Attorney	65 McCoppin Street
	Address
Approved:	
Sam XW142	San Francisco, CA 94103
Edgar A. Lopez, AIA	City, State, ZIP
Bureau Manager Project Management Division	
Approved	(415) 543-6515 Phone Number
Approved	
Fuad S. Sweiss, PE, PLS	94-3227941
City Engineer and	
Deputy Director for Engineering	Federal Employer ID Number
Approved:	
Edward D. Reiskin	
Director of Public Works	
Approved:	
Edwin Lee // City Administrator	
City Administrator	
Attachmantar	
Attachments: Attachment 1 – Appendix A – Services to be Provided b	y CM
Attachment 2 – Appendix B – Calculation of Charges W	ork Plan 2010 dated December 11, 2009

Page 3 of 3

Modification No. 12 (12/11/09)

# Attachment 1 Appendix A – Services to be Provided by CM

# Attachment 1 Appendix A – "Services to be Provided by CM"

### Cooper Pugeda Management ENAT04000001 Modification No. 12

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

- 1. Prepare independent estimates.
- 2. Document Change Order Entitlement and Reasonableness where directed.
- 3. Provide assistance to change order tracking, project control system maintenance
- 4. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
- 5. Work with the IOR Staff to prepare close-out and documentation binders.
- 6. Attend OSHPD review meetings and follow-up with outstanding items.
- 7. Provide OSHPD Certified Inspectors of Record when directed
- 8. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.
- 9. Coordinate communications between IOR and LHH Operations.
- 10. Facilitate the communication between the IOR staff, contractors, Turner (Construction Manager's) and LHH Operations.
- 11. Ensure Testing Lab documentation is current and complete.
- 12. Review Invoicing from Construction Manager and Special Inspection Firms as requested by City.
- 13. Manage document flow, filing and other administrative duties as directed by City
- 14. Provide administrative support to the City.
- 15. Maintain the program's database for tracking cost controls.
- 16. Assist the Project Manager as directed.
- 17. Seismic Bracing Coordinator to assist Turner in the coordination, installation and troubleshooting of seismic bracing connections as directed by the City.
- 18. Document Control Engineer to perform document control duties to render a complete set of OSHPD and Project documents and assist in the posting of the RFI's and Bulletins to the various plan sets.
- 19. Force Account Coordinator to assist Turner in the tracking and of force account elements in the field as directed by the City.
- 20. Low Voltage / Security System Coordinator to assist Turner in the coordination, installation, and troubleshooting of the security system and various low voltage systems as directed by the City.
- 21. Electrical Systems Coordinator to assist Turner in the coordination, installation, and troubleshooting of the various electrical components for the project as directed by the City
- 22. Mechanical, Distribution, and Plumbing coordinator to assist Turner in the coordination, installation, and troubleshooting of the mechanical and plumbing systems as directed by the City.
- 23. Exterior and Interior Framing and window wall coordinator to assist Turner in the coordination, installation of the interior framing and exterior window wall systems as directed by the City.

# Attachment 2 Appendix B – Calculation of Charges

Cooper Puyeda Management ENATO4000001

Work Plan 2010 Modification No. 12 12/11/2009

																			İ		l	
2010															_						2010 DRAFT	FAFT
PROPOSED	Personnel	Name	NAC	83	MAR	APR	MAY	2	1	AUG	SEP	200	200	22.	1	nien gallie oleh ynon			CXIGUSIAN	i	BUDGET	GET
BUDGET		٠												_			_			ž :		-
														_	_			-		5		
San Williams		harmon with some and	20.	1 1							-	-	L		Ē		_				100	
	Disjury Manager	Jaffrey Cooner	þ	9	9	9	₽	2	-  -	2	2	- P	=	5	Ė	ŀ	Į,,	130,26 \$	16,592	5 1,161	S	7,733
	Finial Familian	Willam Sorfeet	160	160	184	176	168	r	Ĺ		-	-	┞	_		5 74.24	s	159.61	135,353	\$ 9,475	s	144,827
	OGHDD Inspector	Larry Totminessa	150	150					-	-	-	_	-	Γ.	020	\$ 65.00	.,	139,75 \$	44,720	5 3,130	s	47,850
	Retardulas Haginas	Richard Laying	180	180	2	176	168	32	32	33	25	32	32	- -			5	103.84 \$	111,316	ŀ	\$	119,108
	Civil Change of the Control of the C	landing Kadhile	2	5					-	ŀ	-	1	<u> </u> _	_	_	l	45	82.29	26,332	5 1,043	s	38,175
	City Carloss	David 1 a Claire	160			T		T		-	+	H	-	Ī		\$ 58.94	ű	126.71 5	20.274	5 1,419	ဟ	21,693
		David Chhe	9	65				T	T	-	-	-	-	Γ	L	l	5	100 62   5	32,198	5 2.254	s	34,452
	Elec & Low voicege Conformator	David Galgins	3	3		T	$\dagger$			+	-	t	$\dagger$	T	L		U.	27.53	8 670		u	9.202
	Field Engineer	Bill werdingen	2	1		T	†	†	†	1	+	$\dagger$	$\dagger$	T	J.		٠,	7, 2	17 200	1 204	,	10.404
	Administrative Assistant	Stephania Finch	2	2		ļ		†		+	+	1	+	T	Τ	ŀ		100	2000	١		200
	Document Coning	Denise Hammond	9	150	ğ	2	168	1	45,	-+-		5	-	, . 	1.	20000	2 5	20.00	141 453	1	, ,	161 356
	Office Manager / Assistant (1)	Minna Cotter		2	104	2,0	200	\$	3	2	-ŀ	╬	-ŀ	_	000	700		00.00	1000	1	, .	
	Mark-up % (CM West, BOI, JKL)			-4					1	4	-1	-1	-ŀ	_	<u>.</u>	_	1	7	(,603		٠,	0, 100
	Subtotal - CPM		1610	1290	746	714	682	218	210	210	218	210	23	2	6,544		4	-	622,590	5 43,561	<u>~</u>	08.171
TO 10 10 10 10 10 10 10 10 10 10 10 10 10	それのアントラアからおけておからなったとは、まといるかられてはなる。 口田 ナ	上の日の大田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田	1000	Victoria e	A 1 1 1 1 1 1 1 1	100	1 60 1 1	300.00	5 Jan 14 1	P 100001 F	100.00	1,40	1		7	A CONTRACTOR	í. Ú	Same of the	6. 6. 7. 7.	À	¥.	
	Oppositor of the second of the	Churk Suffer	160	160	184	176	168	176	168	-		-	-	_	1,192	\$ 63.44	S	136,39   5	162,578	3 11,380	w	173,959
			į	Ş	787	470	1	170	į	-	-	6	<u>ا</u> ء	<u>-</u>	100			-	162.578	\$ 11,380	5	173,859
	Subtotal - BD!	The second of the second of the second								,		,	†	Ť	L	100000			11. 11. 11. 10.	L	400	
	CM WEST	The second secon					1	Ì	A THE	1	+	1	+	1	1	40 67		00 47	707 02	2 706	J	74 55
	Field Engineer	William Chin	2	3			Ì		1	+	+	-		Ī	7	ı	,	4	L	١	,	
	Estimator IV	Jack Delange								-	-	+	-	-		1			ł	,	,	
	Estimator VII	Steven Higgins	160	5	164	F	168	2	무	힘	<b>8</b>	<del>Q</del>	무	6	- 784 - 784	5 53,56	ارد		5 145,555	1	,	23,/43
	Desument Control										1	1	-			33.	္တ	-+	2		2	
	Estimator	Dave Delmas	L							-			1	1	-1	I	'n	117.37	2	2	,	•
				<u>!</u>																		
				_			_			_	_	_		_								į
	Subjetal - CM West		320	330	104	176	160	176	ę	무	ş	8	ę	<b>a</b>	1,584		-		\$ 175,040	5 12,250	-	107,702
	JKL Construction	Company of the second	eriodic.	3.1		State State							7 - E	5	34		1	÷			_1	1
	ISS Coordinator	Bret Miller	160	Н							1	-	-	7	R	١	5 00.10	132.67	5 42,518	2/57	<u> </u>	100
	Sublotal - JKL		180	190	-	-	0	٥	-	-	-	-	-	-) -	220				\$ 42,518		٠	2,483
and character	6.	Section 1.	o surviv	planting the real state		20,000	10 to 10 to								•			•	1		_	1
	MIS Support		8	-	8	8	8					7		-	₽	2 20.	50.13	112.00	216,4	200	4	4,020
	ASR Allowance				1				]	1	1	+	+	T			+		1		<u>, </u>	20,000
			1	1	1					+	1	1	†	T	<u></u>		+				<u> </u>	
			_	-	-					$\top$	+	ŀ	1		<u>!</u>						H	
	Subtotal - Additional Consultants		L					Ĺ					-	-					5 54,512	\$ 316	\$ P	54,020
Action Control	т	With man in the will be the little of	2,250	7 - 1.930	21,930 1-1,114 21,066 21,018	1,066		570	-418	258		250 - 258	ě.	250	9,640	Total		of water	\$ 1,057,266 \$ 70,507 \$ 1,127,754	5 70,50	7 5 1	127,754
	1			1 20	146	214				218		210	218	2,9	6.544							
	ST. C		320	2 6	2 2	176	16	176	9	9	ę	ê	40	_	1.584							
	CM West		1		ᆚ	-		15	168	-	-	0	0	1	1.192							
	100		9 5		_ـــــــــــــــــــــــــــــــــــــ	- -	-	-	-	-	-	0	0	T.	320	101			A Charles and the	17. 日本一十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二	7	\$ 1,127,754
	יאור				_	4		,						1				Ì				
	(1) Felimated Rate: Office Manager Bange	is from 535-545 / hr																				
	(2) Expected Rale Increase: Effective 1/1/09	9															Homa	Fleld O	Field Overhead Rate Home Office Overhead Rate	115% 125%	•	
	(3) Proposed Kate Increase: Checave it is	2																				

### City and County of San Francisco



Edward D. Reiskin, Director



(415) 554-6229 FAX (415) 554-6232 http://www.sfdpw.com

Department of Public Works
Contract Administration Division
Financial Management and Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103-0903
Gordon Choy, Division Manager

# CONTRACT MODIFICATION TRANSMITTAL LETTER

August 26, 2010

Contractor:

Cooper Pugeda Management, Inc.

65 McCoppin Street

San Francisco, CA 94103

Project:

CM Services for the Laguna Honda Hospital Replacement Program -

Modification #13 through June 30, 2011

**Modification Amount:** 

Add the sum of \$499,992

Job No.:

8200A

DPW Order No.:

173,547

Controller's Certification:

Reference this # on your invoices: ENAT04000001/EJAT11000015

Date Posted:

August 26, 2010

This Transmittal Letter forwards a copy of the Modification of Agreement #13 and FAMIS screen shots of ENAT04000001 (EJAT11000015-01) in the total as-modified to date, \$15,303,429.00, for the subject project. Contract expiration date is June 30, 2011.

Yours truly,

Carina Caruna C. Canlos
Carina Carlos
Management Assistant

CC:

Leonard Chan, BOA/LHHRP

Attachments:

Modification of Agreement #13

**FAMIS Encumbrance** 

GEC:cc

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork

Continuous Improvement

LINK TO:

FAML6300 V5.1 CITY AND COUNTY OF SAN FRANCISCO--NFAMIS 08/26/2010 TRANSACTION DETAIL INQUIRY

NOTEPAD : Y

DOCUMENT -- POST PERIOD -- POST DATE ----- POSTED BY ----- UNIT

EJAT11000015 01 02 2011 AUG 2010 08/26/2010 LI, SHIRLEY 

TRANS CODE : 141 INCREASE A NON-ADPICS ENCUMBRANCE

DOCUMENT REF : ENAT04000001 01 NOTEPAD : YEARS DESC. : 8200A/CPM MOD #13/DPW# 173,547

AMOUNT : 499,992.00 DUE DATE : SINGLE CHECK : VENDOR NUMBER : 35190 01 COOPER PUGEDA MANAGEMENT INC

INDEX CODE : PWA595LPFLOC BOA-AAT/DA5/13/PP/LHH-CAP PROJ-LOCAL FD SUB-OBJECT : 02799 OTHER PROFESSIONAL SERVICES

USER CD : CDANG / CB DET

GRANT / GR DTL :

PROJ / PJDTL : CHLSNF SNCM50 8200A-TURNER CONSTR/COOPER PUGEDA

START DATE END DATE :

G/L / SUBSID : BANK NO/ SUBSID :

TREAS NUM

CURRENCY CODE : CONV DATE : FRGN CURR AMT: F1-HELP F4-PRIOR F5-NEXT

A A A F9-LINK F11-NOTEPAD F12-APPR HIST

G014 - RECORD FOUND

FAML1010 V5.1 CITY AND COUNTY OF SAN FRANCISCO--NFAMIS 08/26/2010 NOTEPAD

2:50 PM

ATTACHED TO : DOCUMENT NUMBER : EJAT11000015 01

PAGE : 01 OF 01

12/31/09 MODIFICATION NO. 13 TO ADD \$499,992 TO AGREEMENT FOR REVISED SCOPE OF WORK FOR WORK PLAN 2010. NO CHANGE TO CONTRACT TERM.

(C. CARLOS, 554-6416)

F1-HELP F2-TOP F3-COPY LINE F4-AUDIT F5-INS LINE F6-INS PAGE F7-PRIOR PG F8-NEXT PG F10-SAVE F11-DEL LINE F12-DEL PAGE G014 - RECORD FOUND

F10-SAVE F11-DEL LINE F12-DEL PAGE

## MODIFICATION NO. 13 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547 Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco Department of Public Works Contract Administration 875 Stevenson Street, Room 420 San Francisco, CA 94103-0935

## **MODIFICATION NO. 13 TO THE AGREEMENT**

Between the City and County of San Francisco and

## COOPER PUGEDA MANAGEMENT, INC.

The City and County of San Francisco and Cooper Pugeda Management, Inc. have entered into an Agreement dated July 31, 2002. This Modification to the Agreement ("Modification No. 13") dated July 21, 2010 in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

#### RECITALS

WHEREAS, the parties intend to increase the compensation to be paid to CM;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges;

Now, THEREFORE, the parties agree as follows:

A. Modify the Contract by amending Section 5 – "Compensation," as follows:

### FROM:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed fourteen million eight hundred three thousand four hundred thirty-seven dollars (\$14,803,437) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein."

### TO:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this Agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed fifteen million three hundred three thousand four hundred twenty-nine dollars (\$15,303,429) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein."

Modification No. 13 (07/21/10)

Page 1 of 3

- B. Modify the Contract by replacing Appendix A Services to be Provided by CM in its entirety to reflect the revised scope of work for Work Plan 2010 attached hereto as Attachment 1.
- C. Modify the Contract by replacing Appendix B Calculation of Charges in its entirety with the revised Work Plan 2010 dated July 21, 2010 attached hereto as Attachment 2.
- D. In all other respects, the provisions of the Agreement dated July 31, 2002 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have exon the day first mentioned above.  CITY	CONTRACTOR	
Signature for benariment	Authorized Signature	¿TO
John Thomas	Authorized Signature	•
Printed Name		
	Ismael Pugeda, President Printed Name and Title	<del></del>
Approved as to Form:		
Dennis J. Herrera		
City Attorney	Cooper Pugeda Management, Inc. Company Name	
Du Mar 11 (1)	Contrally Name	
Deputy City Attorney		
	65 McCoppin Street	
Approved:	Address	
Ed in Myres	San Francisco, CA 94103	
Edgar A. Lopez, XIA Bureau Manager	City, State, ZIP	<del></del>
Project Management Division		•
	(415) 543-6515	:
Approved:	Phone Number	<del></del>
Fuad S. Sweiss, PE, PLS City Engineer and	94-3227941	·
Deputy Director for Engineering	Federal Employer ID Number	
Approved.		
	·	
Seward D. Reiskin		•
Director of Public Works		
Approved:		
Monde		
Edwin Lee City Administrator		
	•	-
Attachments: Attachment 1 - Appendix A - Services to be Provided	by CM	
Attachment 2 - Appendix B - Calculation of Charges \	Work Plan 2010 dated July 21, 2010	

.

Page 3 of 3

CPM .

Modification No. 13 (07/21/10)

on the day first mentioned above.	(//)
CITY	CONTRACTOR
Signature for Department	Authorized Signature
John Thomas	
Printed Name	
	Ismael Pugeda, President
Approved as to Form:	Printed Name and Title
Dennis J. Herrera	
City Attorney	Cooper Pugeda Management, Inc.
	Company Name
Ву	
Deputy City Attorney	
	65 McCoppin Street
A d.	Address
Approved:	
	San Francisco, CA 94103
Edgar A. Lopez, AIA	City, State, ZIP
Bureau Manager Project Management Division	
Troject Wanagement Division	
	(415) 543-6515
Approved:	Phone Number
Fuad S. Sweiss, PE, PLS	94-3227941
City Engineer and	
Deputy Director for Engineering	Federal Employer ID Number
Approved:	
Edward D. Reiskin	
Director of Public Works	
Approved:	
Edwin Lee	
City Administrator	
· · · · · · · · · · · · · · · · · · ·	
wt	
ttachments: ttachment 1 – Appendix A – Services to be Pro	wided by CM
	arges Work Plan 2010 dated July 21, 2010
tachment 2 - Appendix B - Calculation of this	

# Attachment 1 Appendix A – Services to be Provided by CM

# Attachment 1 Appendix A – "Services to be Provided by CM"

### Cooper Pugeda Management ENAT04000001 Modification No. 13

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

- 1. Prepare independent estimates.
- 2. Document Change Order Entitlement and Reasonableness where directed.
- 3. Provide assistance to change order tracking, project control system maintenance
- 4. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
- 5. Work with the IOR Staff to prepare close-out and documentation binders.
- 6. Attend OSHPD review meetings and follow-up with outstanding items.
- 7. Provide OSHPD Certified Inspectors of Record when directed
- 8. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.
- 9. Coordinate communications between IOR and LHH Operations.
- 10. Facilitate the communication between the IOR staff, contractors, Turner (Construction Manager's) and LHH Operations.
- 11. Ensure Testing Lab documentation is current and complete.
- 12. Review Invoicing from Construction Manager and Special Inspection Firms as requested by City.
- 13. Manage document flow, filing and other administrative duties as directed by City
- 14. Provide administrative support to the City.
- 15. Maintain the program's database for tracking cost controls.
- 16. Assist the Project Manager as directed.
- 17. Seismic Bracing Coordinator to assist Turner in the coordination, installation and troubleshooting of seismic bracing connections as directed by the City.
- 18. Document Control Engineer to perform document control duties to render a complete set of OSHPD and Project documents and assist in the posting of the RFI's and Bulletins to the various plan sets.
- 19. Force Account Coordinator to assist Turner in the tracking and of force account elements in the field as directed by the City.
- 20. Low Voltage / Security System Coordinator to assist Turner in the coordination, installation, and troubleshooting of the security system and various low voltage systems as directed by the City.
- 21. Electrical Systems Coordinator to assist Turner in the coordination, installation, and troubleshooting of the various electrical components for the project as directed by the City.
- 22. Mechanical, Distribution, and Plumbing coordinator to assist Turner in the coordination, installation, and troubleshooting of the mechanical and plumbing systems as directed by the City.
- 23. Exterior and Interior Framing and window wall coordinator to assist Turner in the coordination, installation of the interior framing and exterior window wall systems as directed by the City.

Modification No. 13 (07/21/10)

Attachment 1

# Attachment 2 Appendix B – Calculation of Charges

		1	HAR	APR #	MAY JUN	Z,	L AVG	5	50	\$0\$	P.	TOTAL	Hourly Rate		Stiffing Rate	Extension		Ë	ZQ10 REEVISED	Ľ	1
_			1	-	-	-	1	-						-		-	72.5		DUDGET		-
		Ī	-	-	-	1	1	1	1								L	L		L	100
_	- 02	122	+	+	100	+	+	Table Comment	1			-	\$ 51	81,45 \$	138.20		-			-	137.783
	5	1	Į.	ļ	+	2	2	-		-		1,24	* 74	24 \$	159.61	200	13	\$ CC0	25.5	-	
110, 100 Bothstaffe Erotier					200	+	1	+	-	4		750	3 65	2	130,78	105,210		433	111 645	1	2 5
一分一 一分一 一分一 一分一 一分一 一分一 一分一 一分一	1		+	Ļ	75	7	26	2	2	H	2	202	£V ₩	30	103,84	K3 C			48 40		2
THE PROPERTY OF THE PROPERTY O	5		1	2	-	-	-					ş	\$0 ₩	38.27	82.29	- F	-		THE CA		4
			+	Į	4	4	-	-				320	25	ā	17871	100	-	1		÷	2
	22.	2	184	8	138 148	128	_	L	-			2	47			200		P. 0.	/BC C	4	71.893
	2	160		-	-	┞	-	-	-	1		15.		E 5	3	110.2		8	117,899	<b>-</b> 7	7.50
このでは、日本の本語のでは、一大の本語のでは、	-	100	96	Ļ	H	╁	ļ		1			3 5	27	÷	31.73	17.2		1.204	18,40	**	9,202
	_	8	<u>:</u>	178	160	5	1	1	-	1	1	3	97	20.02	53,75	78.	**	\$ 607.	41,40	-5	23.00
151,354 Office Manager / Assistant (1)	8	99	100	+	Ļ	+	+	+	+	1		507	33	*	71,87	200	***	4.37B 8	56 F6		31.37
	;		╁	1-	ł	+	+	8	8	2	9	2,024	35	8	88.80	139.2	-	748 3	94 A B B		0.4
APR. 47   Subtotel - CPW	1800	1800	13/46	10.00	540	╬	+	÷	+						-	A X .		3 2 E	Ph C1		
And the Control of th			+	4	+	200	2	Ę	Ē	2	200	#G0.6				417768	-	- 200			,
	1		1	4	4		{	_						L					30,00		
The Mary Despitation - Mark	3	3	4	2	190	158	2		Ŀ			1,352	2	63 44 3	0 M	F 744		-1	A to the second		
			- -	-1	4	-	Н	-	-		-	1,352				200		P. S.	197,308		23.350
	Υ.	-	4	- 1	374		1			L		1		l				D.C.A.	US 7 11	•	ę,
	8	5	2	2	150 155	100	178					1,352	3 47	-	42 47	2.65			A CO. LANSING MANAGEMENT		
185 743 Federative VI			+		-	-	Н	H	_	L		0			145.44	0,431	*	2000	EE (22)	*	101.775
	80	180	Z	E	150 153	300	178	2	2	9	ę	1.512			7 X X	*		.	Table of the same	•	*
And the second s	-			-		-	_					۰		÷			1	14,175	186,301	-	10 324
THE STATE OF THE PARTY OF THE P	-		-		-	Н	-		L			0	3		00.1					-	* 5 114-11
1	R	Ę	E	352	320 338	338	352	Ę	ę	ę	P	2 max		,		1	-		The second second second	.,	1
A CON TOTAL PROPERTY OF THE PR	4	-	1	-				L	L			14.	-		1	(7) Yaky		20,02	11,000		177
	B	2	12.5	4		Н					and and a	320	. 0	51.80	13. 87	4.5		1	2017		State of the
A DESCRIPTION OF THE PROPERTY	1	+		4	153	4	_					ē	40	40 00	000		-	÷	AL CL	~	•
		2		3	4	£.	-	-	•	0	6	1941				00 P.CO	•	1961	70.027	*	70.02
7.1	3	1	contract or parties	100	١	-							_	1		20,20		+	79'011	*	20,0
		F	<b>B</b>	<b>1</b>	#G	•	•	<b>10</b>	Ð			8	2	30.13	112.79	1200	-	1	0 888		
the second of th	- more	1	-	1	-	-	4	_	-							000 04	-	4	500 03	,	
entermanente i fondamiente care el Billioni de demanatata en especiale de manatatajo de conservado de la Billioni de demanatatajo de conservado de la Billioni de demanatatajo de conservado de la Billioni de demanatatajo de conservado de la Billioni de demanatatajo de conservado de la Billioni de demanatatajo de conservado de la Billioni de demanatatajo de conservado de la Billioni de demanatatajo de la Billioni de demanatatajo de la Billioni de la Bill				+					1										W. C.	•	•
34.878 Subtonel - Additional Consultants				+	-	1	4	$\parallel$												-	
ATM TOTAL HOURS	2.340	2.240	É	4	1			1	ř	ŀ	ľ			-		59,023		432	88,488	-	A. 828
CPR	<u>.                                    </u>	200	1 25.8 A	_	1	Ļ	-	ŀ		2	100	7	Ē		•	1,824,8	12.00 1 23	217	# (A)	F	111
	5	+-		2	200/	R S		8	8	8	Ş	900%					-	and other Contragram	The second second second	1	
1,127,744 BO	1		Ŧ		÷	4	+	┥	ę	ę	9	2,054	-								
The same of the sa	5 5			i_	-1-	4	4	-	-	¢	0	1,382	, .	٠						_	
			7		-4	4	-	-	0	c	e	1,00,1	100	1						1	The latest street.

Field Overhead Rate Home Office Overhead Rate FEE

#### COOPER PUGEDA MANAGEMENT CONSTRUCTION MANAGEMENT SERV

	Fam	1.5	Hors Past	Part of the	Tarac No. also		4 # 50
i	7 m	1	. Xion	Medicules Agency	Total Medities Contract	West Past	Total
Furner Total		34	#C	gan some Tale to sea of the	\$946,175	HORAGE SE	١.,
CPM Total		\$14,797	11 673 635	11,117,825	\$4,554,881	L435,375	54
	4	-\$10,915		1281 534			
IDI Total					\$1.862.833	\$1,790	\$1
oweli Total			•	\$40	\$188,593	3.0	1
M West Total		\$100,433	5562 069	\$508,762	\$1,561,958	\$130,165	\$1
KL Construction		1.5	30	<b></b>	. \$0	182 53	١.
Additional Service Requests (ASR):	ice Requests (ASR):		3 - 3 -				
Olympic				y-relief	\$0,052		l
MCS ASR 1 - FW Associates	### inspection/6400A (AME)	-			\$1,200 \$21,138		
ASR 2 - Teeting & Inspection/8400A (A	MY & Inspection/8400A (AME)				\$15,595 \$4,072		
ASR 2A - Testing & Inspection/8406A ( ASR 2B - Teeting & Inspection/8406A (	ANG & Impedion/8400A (AME) ANG & Impedion/8400A (AME)				\$704	1335	ŀ
ASR 2C - Testing & Inspection/8400A (	AJ & Impedion/8410A (AME)				\$675 \$1,400		1
ASR 3 - Testing & Inspection/8410A (A) ASR 4 - Cost Estimating (Turner)	A Consulting				- 50		
ASR 5 - Jacques Consulting ASR 6 - Nyland Construction	Construction				\$3,000 \$13,796		
ASR 7 - Air Montoring Equipment	Risk Consulting Sycs. (Western Construction Consultants)				\$0,544	ر المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة ا المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة ال	
ASR 6 - CM-at-Risk Consulting Svcs. () ASR 9 - Virtual Tour (Regency Virtual S	y lota (Fongency Virtual Studio)		6		\$8,000 \$15,000	4 4	
ASR 9A - Virtual Tour (Regency Virtual ASR 9B - Virtual Tour (Regency Virtual	of Tour (Regency Virtual Studio)		#5- 1 T		\$25,000 \$14,270	September 1	
ASR 96 - Virtual Tour (Regency Virtual ASR 9C - Virtual Tour (Regency Virtual	gi Tour (Regency Virtual Studio)				\$2,400		
ASR 10 - Document Review (Redi-Chec	prephic Survey (Mertin M., Ron Association, Inc.)			- 1	\$195,150 \$8,575	94. I	\$
ASR 11 - Topographic Survey (Martin I/ ASR 12 - UNASSIGNED	Section & Partnering Facilitator (Anna Godfrey)				\$0		
ASR 13 - Team Retreet & Pertregion Fe	APPING Pachister (Anna Geditar)	[			\$1.500 \$76		
ASR 13A - Partnering Facilitator (Anna ASR 13B - Toem Retreat & Pertnering F ASR 13 & 15 - LHHRP Teem Allowence ASR 14 - UNASSIGNED	3h Retrest & Partnering Facilitator (Anne Godfrey)			. [	\$2,260		
ASR 13 & 15 - LHHRP Teem Allowence	SIGNED	[			\$0 \$0		
ASR 14 - UNASSIGNED ASR 15 - LHHRP Town Allowance	P Team Allowance RP Team Allowance			. }	\$880		
ASR 15A - LHHRP Team Allowerson	rery Fecilities (Siemens)	[ · · · ]			\$528 \$4,800		
ASR 15 Temporary Facilities (Siemena) ASR 17 - Fire Safety Solutions (Greg Gr	wery Schillions (Greg Granados) _/Consultant (TBD)			. [	\$10,511		
ASR 18 - Safety Consultant (TRD)	PRUME LOCUMENTATION/SURVEY (ARC)		F1, 100		\$3,450 \$23,610		
ASR 19 - EIR Required Documentations Pre-construction OCIP Feasibility - DELI	OCIP Femiliary - DELETED	1		- 1	30		
ASR 20 - F-3 Engineering Suga / Siemer	Juduum Skriege (Radine Svos.)		1		\$3,100 \$2,436		
ASR 21 - Construction Signage (Radius	d Breaking Photographer (Thomas John Gibbons) and Breaking Parking (Forest Hill Christian Church)		4		\$027		
ASR 22A - Ground Breaking Parking (Fo	(UP/6415A (Marathon Computer)				\$100 \$288		
ASR 23 - Mock-up/8415A (Merathon Cor ASR 23A - Mock-up/8415A (Direct TV)	r-up/8415A (Direct TV) Up/8415A (Best Buy)	}		· .	\$471		
ASR 23B - Mock-ust/8415A (Beel Bury)	Im Cost Controls: DB/Hardware/Software	1 1		1	\$2,546 \$3,66	e 1	
ASR 24 - Program Cost Controls: DB/He	rem's Storage Supplies				\$193		
ASR 25 - Program's Storage Supplies ASR 25A - Program's Storage Supplies	MI's Data Base Development & Maintenance / Sui Catio Costs	-	\$26,122	55.470	\$423	1	
ASP 28 - Program's Date Base Develope	Jost Fire Alarm Daring Syna (Slamens)	5947	A-28, 122	3247	5314,363 \$13,350	· \$15.717	*
ASR 27 - Remodel Fire Alarm Design Sv ASR 28 - Archeeological Monitoring (Holi	Direct	1	. [		\$3,256	]	
ASR-29 - Signe Direct	Spee   Boller (Phese 1)	1 1	. 1		\$13 <b>8</b> \$1,525	٠. ا	
ASR-30 - Flo-Geges ASR-31 - Clablo Soller (Phase 1)	i Boiler (Phase 2)				\$12,046		
ASR-32 - Diablo Boiler (Phase 2)	Boiler   Boiler Remedial Work	1 1	i i		\$5,272 \$8,584		
ASR-33 - Diablo Boller ASR-34 - Diablo Boller Remedial Work	xn Energy	!!	į,		\$14,710	- 1	4
ASR-35 - Northern Energy	Sauge Company Boller & Welding Co., Inc.	1 . [			\$274 \$3,465	. 1	
ASR-36 - Fluid Gauge Company ASR-37 - Hunt Boiler & Welding Co. Inc.	herm'	Į ' }		1	\$3,061		
ASR-38 - Vitel Therm	Boller nd Fenos Co. Inc.	l l		1	\$841 \$3,646		
ASR-39 - Diebio Boiler ASR-40 - Diemond Fence Co. Inc.	r Energy	l : - l			\$3,400	1	
ASR-41 - Norther Energy	motion Teeting Services, Inc.	1	1		\$752	1	
ASR-42 - Construction Testing Services, I ASR-42 - Construction Testing Services, I	eprographics (CM-st-Risk Reports)	[ : ]		- 1	\$450		
ASR-42 - Construction Teeting Services, ASR-42 - Construction Teeting Services, ASR-43 - Elite Reprographics (CM-et-Flat ASR-43 - Elite Reprographics (CM-et-Flat	Ico Automation Drietributors			1	\$22% \$440		
ASP-44 - CONTOICO ALTOMBION DIBINDUI ASP-45 - VOID	Boilers - Addendum to the Dunie deted 02/17 installing a Dunie To	1	.	` '	16		
ASR-46 - Diable Bollers - Addendum to th	Modular - Request for Monthly Trailer Lease	]			\$1,543	1.0	_
ASR-47 • Mobile Modular - Request for M ASR-48 - Felimeting Magazila	Modular - Request for Monthly Trailer Lease  bing Manuale   st for file Service at Lagune Honda Jobsite  abor Manual Materiana   File	×	- 1.		\$11,872 \$3,456		*
ASR-49 - Request for file Service at Lagui	abor Marketi Maintenance Fee		- 1. I.	13.845	\$7,12	i. j	
ASK-50 MCAA Labor Manual Maintenano ASS-64 Siamana Elea Salata	ical Traver Electrical Trade Book				\$145 \$11,000	- 1	\$
ASR-62 Mechanical Traser Electrical Trad	terviewer			1	\$1,484 \$150		Ť
TOTAL NIME AND A	Territoria - Colonia (C. 1974) - 1 - 1 - 1	1257	40 - L 1   E	5757	\$257	- 1	
ASR-55 Trades Services - Software/Public	cal Contractor Association of America Estimating lobile Computers strices - Software/Published Services	\$1.15Z \$185	1.	\$1,362	\$1,352		
ASR-56 Mechanical Contractors Associati	sylcas - Software/Published Services	\$21,439		121,439	\$195 \$21,439	j	4:
		\$1.736		\$1.790 \$0	\$1,230	1	7
SR-59 Material Teeting 3rd Floor Framin	y our prior treatmon/Materials Handlingh Wing for of Records or PSX Cell Conte Entrance sees- ical Contractors Association of America, inc., fas Shanghi Teeling Wings H \$ for tracks Sorrices Renewed (12/01/08 - 12/01/09) Materials and Engineering Inc. Woodate - Thiell Renewed 05/28/09		i		¥0	: 1	
SR-61 - Mechanical Contractors Austria	to Strength Teeling Wing H	ļ. <b>1</b> .		5 to 1	1	} :	
SR-62 - Concrete Strength Teeting Wing	Meterials and Engineering Inc.				ľ		
SR-62 - Concrete Strength Leating Wing SR-63 - Request for trade Services Rene SR-54- Applied Materiata and Engineerin	Nodular - Trailer Removal 05/25/09	. 1	1	1	Ŧ.	1	
SR-65- Mobile Modular - Trailer Removal	pneutent interviews	. [	1		i	1	
ion-co- casing building Remodel - Inves ISR-87 - Move Consultant Interviews	Technologies Corp Repair Tablels	- 1	. 1				
SR-87 - Move Consultant Interviews SR-88 - Xplore Technologies Corp Rep SR-89 - Trade Services and MCAA Substitute Interview Explorer Technologies	ra vives and MUAA Subscriptions			That H	1.3		
SR-89 - Trade Services and MCAA Subst Ional Services Total		\$2,67g	128.121	E31,301	\$651,378	\$11.797	\$86
	Hions under allowance	- 1					
temporary positions under allowurses lark Evana (CPM)	<u>*1</u> )	1			1	l	
im Klee (CM West)	a Allowance	20	3.0	52	\$62,065	F .	
Reduction from Allowance	;	\$150,000	125 Occ			:1	\$60
ance .	· ·			\$125.00c	#25.000	1	525
					£	-	
war.		. 1			ı.	ł	
mus.		-8E 40E S	1 DR1.270 E	1 674 New   44	MAK Sest	term beat a	
TUR.	ATION	-9E-406 S	1.001.270 g	1 674 Nes #	. MES,343	3670 E1C \$10	1,004
	ATION	-36,486  5		1,674,8e3 M	18.04% 21		16.

Mod Ho, 8 extended the term through June 3

	lod #11			Mos	112					
What Fram	Hooffasten.	Total Modified Contract	Adjustering	Werk Plan	Necticity	Total Modified		Do M	1	
) <u>\$</u>	1.74	\$946,176		2578	Arrend	Gordract	A CHARLES	THESE PLANE SE SE	Mercatela Si Event Liverania	Total Modified Contract
\$1,507,000	į.	\$6,425,892	agr con	<b>1</b> ∞	2.0	\$946,176	~-		50	5V-5,176
6307.38		\$2,103,237	404,529	1666.121	\$1,070 bc.d	\$7,496,386	(666,173)	PIS CIE	1,398,466	\$7,785,241
	50	\$188,593	(2,920)	1177.955	\$471,025	\$2.274,276	们性知识	₹ <b>₹,30</b> 9	\$24.356v	\$2,297,625
\$712,pa	- 1	\$2,398,091	· face of o	50	50	\$189,593	•		1.	\$188,593
TOTAL 75	1	\$405,155	(156.014) -77,0123	\$187,302 \$45,495	\$31.258 CM.81\$	\$2,429,378	THE ALL	310,534	\$132.512	\$2,561,711
						\$423,638	ART ACT	115.512	अग्व.०दर	\$493,686
- 4		\$9,052 \$1,200				\$9,852				\$6,052
		\$21,130 \$15,595			.	\$1,200 \$21,130				\$1,200 \$21,130
		\$8,072 \$704			.	\$16,505 \$6,072	•		• E.	\$15,595 \$8,072
		\$575 \$1,460			٠. إ	\$704 \$578				\$704 \$575
		\$0, \$3,000			٠	\$1,480 \$0		<i>11</i>	. 1	\$1.460 50
		\$13,796 \$6,940	·			\$3,000 \$13,796	. : [			\$3,000
		\$8,000 \$15,000				\$6,000		:	. 1	\$6,940 \$6,000
		\$25,000 \$14,279	.	- • <u> </u>	. 1	\$15,000 \$25,000		: !	-	\$15.000 - \$25.000
		\$2,400 \$195,150	-			\$14,270 \$2,400	.	·	: 1	\$14.279
		\$8,575	1			\$195,150 \$8,575	: }	7		\$195,150 \$8,575
	1: - 1	\$1,500 \$75	. 1	: {	· ].	\$0 \$1,500				\$0 \$1,500
		\$2,250	1		4	\$75 \$2,250	-		. [	\$75 \$2.250
1		\$580		, a	- :	\$0 \$0		:	1	\$0 \$0
}	,	\$628 \$4,800	•	*	. 1	\$880 \$528		- 1	1	\$880 \$628
	- 1	\$10,611 \$3,439	}.	- 1		\$4,800 \$15,611	. [		-	\$4,800 \$10,611
		\$23,610	- 1	Į.		\$3,439 \$23,510		İ		\$3,439 \$23,610
1	1	\$3,100 \$2,438			1	\$3,100	[			\$0.
		\$927 \$100				\$2,434 \$927	į.			\$3,100 \$2,436
·		\$288 \$471		- <u> </u>	1	\$100 \$288			and the same of th	\$427 \$100
		\$3,869	. }	1	- 1	\$471 \$680				\$288 \$471
1	1	\$193 \$423	3.1	1	1	\$3,860	<b>1</b>		-	\$5.00 \$3,850
\$27.800	542.870	\$374.754	141.0001	428	436,200	\$423 \$338,640	14 KZ 11 .	2.692		\$193 \$423
1	. [	\$13,850 \$3,250 \$138				\$13,850 \$3,256		¥ 10.2	त स्टब्स	\$343,378 \$13,859
ŀ		\$1.525 \$12.645		· .		\$138 \$1,525			1	\$3,259 \$138
ļ	.	\$5,272 \$6,586			- 1	\$12,645 \$5,272		ĺ	1	\$1,525 \$12,645
	.	\$14,710 \$276				\$8,588			. [	\$5,272 \$6,586
- 1		\$3.443	}	· ·   ·		\$276 \$3,443			1	\$14,710
ļ	ļ	\$5,001 \$641				\$3,001				\$3,443 \$3,001
	.	\$3,645 \$3,600	2			\$3,845 \$3,600		1	İ	\$641 \$3,645
. 1	-	\$752 \$450				\$752 \$455				\$3,606 \$752
1	. #	\$450 \$226	- 1.			\$450 \$224			.	\$450 -\$450
		\$400				\$480 \$0		1		\$228 \$460
- 1	1	\$1.583 \$11,872	-			\$1,682 \$11,872		•		\$1,583
1	1	\$3,455 \$782		- 1	.	\$3,456 \$782		:		\$11,872 \$3,455
	1	\$11,000		,	1	\$145 \$11,000	- 1	.	-	\$782 \$145
		\$1,464 \$150		- 1		\$1,494 \$160	.	- 1	1	\$11,000
		\$257 \$1,352				\$257 \$1,352		.		\$150 \$257
1	1	\$165 \$21,439				\$105 \$21,430	.   .	.	. [	\$1,352 \$105
	\$12,450	\$1,790 \$13,450 ···				\$1,790 \$13,450			ĺ	\$21,438 \$1,796
.	1	].	725		500 5000	\$0 \$295	1		80 10	\$13,450 \$0 \$295
			35,130	.	26,130 51,036	\$26,130 \$3,024				\$295 \$28,130 \$3,026
		1.	1.766		\$1,700 \$5,421	\$1,760 \$3,421		.	1	\$1,760 \$3,421
1	.	1	6.500 (85	1	16,576 201	\$185		1	1. A	\$3,421 \$6,520 \$185
8257.\$70g	561. T25	MAGE TO	1.207		\$778. \$1,247	1772 \$1,787	J		360	\$778 \$1,297
		3026 770	237.	\$4.625	\$7.200 g	932,926	( E. )			41;297 37,754
-		ł					1			
	ļ	\$82,065		l		62,065		İ		62,085
\$50 000	125 to	456.000	150 000 ES	io ece	ı	[· .	10/67	4:00	· }	50,000
.				- 1	f f			ĺ	•	
550,010 12.	isisi sis.	504,727	170 95E \$1.12	7754 Et 29	17:0 \$14.8	13,437	ne .	67 744 Sept	\$75,30	13,429
\$2.1	03,237	18,57%		. E2.27		5 36%)	· <u></u> -	1 50 20		

# HRC FORM 10

Modification No. 13 (07/21/10)

HRC FORM 10

# HRC FORM 10 CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS ENAT04000001 MODIFICATION NO. 13

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project: Laguna Honda Hospital Replacement Program
Original Contract Amount: \$601,000
Contract Amount as Modified to Date: \$14,803,437
Amount of current Modification Request: \$499,992
REQUIRED ATTACHMENTS:
1. Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.
<ol> <li>A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.</li> </ol>
See Attachment 2, Work Plan 2010 and Forecast dated July 21, 2010
<ol> <li>A list of the contractors and subcontractors working on this amendment, modification, supplement or change order with the contract dollars for each individual firm.</li> </ol>
See Attachment 1, Work Plan 2010 and Forecast dated July 21, 2010
4. A brief description of the work to be performed under this amendment, modification, supplement or change order.
See Attachment 1, Services to be Provided by CM
Contractor Owner/Authorized Representative:  Ismael Bugeda, President
Phone: (415) 543-6515
Date: 22 JULY 2010
FOR HRC USE ONLY. Received:
APPROVED:
HRC Representative: Date:

## IRC FORM 10 CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS ENATO4000001 MODIFICATION NO. 13

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project: Laguna Honda Hospital Replacement Program
Original Contract Amount: \$601,000
Contract Amount as Modified to Date: \$14,803,437
Amount of current Modification Request: \$499,992
REQUIRED ATTACHMENTS:
<ol> <li>Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.</li> </ol>
<ol> <li>A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.</li> </ol>
See Attachment 2, Work Plan 2010 and Forecast dated July 21, 2010
A list of the contractors and subcontractors working on this amendment, modification, supplement or change order with the contract dollars for each individual firm.
See Attachment 1, Work Plan 2010 and Forecast dated July 21, 2010
A brief description of the work to be performed under this amendment, modification, supplement or change order.
See Attachment 1, Services to be Provided by CM
Continued or Divining A sub-minus I to an an a second of the second of t
harmed (which without sed representative.
hone: <u>4415) 543-6515</u>
ate: 22 JULY 2010
OR HRC USE ONLY. Reserved: 7/17/10
PPROVED:
RC Representative: 7/19/10

### City and County of San Francisco





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

## San Francisco Department of Public Works

Office of Financial Management and Administration
Division of Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103
(415) 554-6230 www.sfdpw.org



Gordon Choy, Division Manager

# TRANSMITTAL LETTER PROFESSIONAL SERVICE AGREEMENT MODIFICATIONS

June 14, 2011

Contractor:

Cooper Pugeda Management, Inc.

65 McCoppin Street San Francisco, CA 94103

Project:

Construction Management Services for Laguna Honda Hospital

Replacement Program through 6/30/2011 - Modification #14

**Modification Amount:** 

Add \$893,335.00 and 0 days to the Agreement.

Job No.:

8200A

**DPW Order No.:** 

173,547

Controller's Certification:

Reference this # on your invoices: ENAT04000001 (EJAT11000138-01)

**Date Posted:** 

6/14/2011

This Transmittal Letter forwards a copy of the Modification of Agreement #14 and FAMIS print screen for ENAT04000001 in the total as-modified to date, \$16,196,764.00, for the subject project. Contract expiration date is 6/30/2011.

Yours truly,

by:

Gordon Choy

Division Manager, Contract Administration

cc:

John Thomas, LHHRP-BOA Leonard Chan, LHHRP-BOA

Attachments:

Modification of Agreement #14

FAMIS print screen for ENAT04000001

GEC:cc



FAML6300 V5.1 CITY AND COUNTY OF SAN FRANCISCO-NFAMIS
LINK TO: TRANSACTION DETAIL INQUIRY

DOCUMENT
EJAT11000138 01 12 2011 JUNE 2011 06/14/2011 KIM, SUNG

06/14/2011
1:25 PM 1:25 PM \_\_\_\_\_\_ TRANS CODE : 141 INCREASE A NON-ADPICS ENCUMBRANCE TRANS CODE : 141 INCREASE A NON-ADPICS ENCUMBRANCE

DOCUMENT REF : ENATO4000001 01 NOTEPAD : 3

TRANS DESC. : 8200A/CPM MOD #14/DPW# 173,547

AMOUNT : 893,335.00 DUE DATE : SINGLE CHECK :

VENDOR NUMBER : 35190 01 COOPER PUGEDA MANAGEMENT INC

INDEX CODE : PWA595LPFLOC BOA-AAT/DA5/13/PP/LHH-CAP PROJ-LOCAL FD

SUB-OBJECT : 02799 OTHER PROFESSIONAL SERVICES USER CD GRANT / GR DTL : PROJ / PJDTL : CHLSNF SNCM50 8200A-TURNER CONSTR/COOPER PUGEDA END DATE : START DATE G/L / SUBSID : BANK NO/ SUBSID : TREAS NUM CURRENCY CODE : CONV DATE : FRGN CURR AMT: F1-HELP F4-PRIOR F5-NEXT: F9-LINK F11-NOTEPAD F12-APPR HIST FAML1010 V5.1 CITY AND COUNTY OF SAN FRANCISCO--NFAMIS 06/14/2011 NOTEPAD 1:48 PM ATTACHED TO : DOCUMENT NUMBER : EJAT11000138 01 PAGE : 01 OF 01 06/10/2011: MODIFICATION NO. 14 TO ADD \$893,335 TO AGREEMENT FOR REVISED WORK PLAN FOR 2010 AND WORK PLAN FOR 2011. TOTAL CONTRACT AMOUNT AS MODIFIED NTE \$16,196,764.00; CONTRACT TERM THROUGH 6/30/2011. BOARD OF SUPERVISORS APPROVAL TO INCREASE CONTRACT NTE AMOUNT VIA RESOLUTION NO. 202-11 APPROVED ON 5/17/2011. PER LEONARD CHAN OF LHHRP, REVISED WORK PLAN TO ADD VALUE TO MOD AND ADDITIONAL TIME TO FOLLOW SHORTLY. PSC MODIFICATION TO ADD \$1.7M SUBMITTED FOR DHR ADMIN APPROVAL. (CC) FAML8025 V5.1 CITY AND COUNTY OF SAN FRANCISCO--NFAMIS DOCUMENT AUTHORIZATION TRACKING -ARCHIVE 06/14/2011 1:48 PM DOCUMENT NO : EJAT11000138 NOTEPAD : Y CUMULATIVE DAYS : 4 APPR DYS DATE TIME DEPARTMENT USER LVL STAT OUT 06/10/2011 3:14PM DPW CARLOS, MARIA CARINA 06/14/2011 1:25PM KIM, SUNG 001 INIT 190 AUTH FAML6051 V5.1 CITY AND COUNTY OF SAN FRANCISCO--NFAMIS 06/14/2011 LINK TO: DOCUMENT INQUIRY 1:48 PM VEND 35190 01 COOPER PUGEDA MANAGEM TREAS NO :

G/L 470 ENCUMBRANCES UC

SOBJ 02799 OTHER PROFESSIONAL SE SBSD

PROJ CHLSNF LAGUNA HONDA HOSPITAL GRNT

PRDT SNCM50 8200A-TURNER CONSTR/C GRDT JUNE 2011 JULY 2011 PRIOR YEAR
ORIGINAL AMOUNT 1,150,165.00 .00 1,150,165.00
ADJUSTMENTS 13,034,624.00 .00 11,637,328.17
LIQUIDATIONS -13,281,183.11 .00 -12,787,493.17
REMAINING BALAN 903,605.89 .00 .00
PAYMENT/RECEIPT 13,281,183.11 .00 12,787,493.17
RETAINAGE/LIENS .00 .00 .00
DELINQUENCY CHA .00 .00 .00

FAML6052 V5.1 CITY AND COUNTY OF SAN FRANCISCO--NFAMIS 06/14/2011 LINK TO: DOCUMENT DETAIL INQUIRY 1:49 PM

## MODIFICATION NO. 14 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547 Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco Department of Public Works Contract Administration 875 Stevenson Street, Room 420 San Francisco, CA 94103-0935

## MODIFICATION NO. 14 TO THE AGREEMENT

Between the City and County of San Francisco and

### COOPER PUGEDA MANAGEMENT, INC.

The City and County of San Francisco and Cooper Pugeda Management, Inc. have entered into an Agreement dated July 31, 2002. This Modification to the Agreement ("Modification No. 14") dated October 25, 2010 in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

#### **RECITALS**

WHEREAS, the parties intend to increase the compensation to be paid to CM by \$893,335;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges for revised Work Plan for 2010 and Work Plan 2011;

Now, THEREFORE, the parties agree as follows:

A. Modify the Contract by amending Section 5 – "Compensation," as follows:

#### FROM:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed fifteen million three hundred three thousand four hundred and twenty-nine dollars (\$15,303,429) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein."

### TO:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed sixteen million one hundred ninety-six thousand seven hundred and sixty-four (\$16,196,764) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein."

Modification No. 14 (10/25/10)

Page 1 of 3

**CPM** 

- B. Modify the Contract by replacing Appendix A Services to be Provided by CM in its entirety to reflect the scope of work for Work Plan 2010 and 2011 attached hereto as Attachment 1.
- C. Appendix B Calculation of Charges replacing the 2010 Work Plan dated 07/21/10 with 2010 Work Plan dated 09/24/10, and add 2011 Work Plan dated 09/24/10.
- D. In all other respects, the provisions of the Agreement dated July 31, 2002 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have exon the day first mentioned above.	secuted this Modification No. 14 to the Agreement
CITY A A	CONTRACTOR
Signature for Department	Authorized Signature
John Thomas	
Printed Name	
	Ismael Pugeda, President
Approved as to Form:	Printed Name and Title
Dennis J. Herrera	
City Attorney	Cooper Pugeda Management, Inc.
By Skone U.W.	Company Name
Deputy City/Attorney	
Deputy City/Attorney	_65 McCoppin Street
	Address
Approved:	•
Edim Van	San Francisco, CA 94103
Edgar A. Lopez, AIA	City, State, ZIP
Bureau Manager) Project Management Division	
k	
	_(415) 543-6515
Approved:	Phone Number
Fuad Sweiss, PE, PLS	94-3227941
City Engineer and Deputy Director for Engineering	Federal Employer ID Number
Approved:	
9////	
Edward D. Reiskin	
Director of Public Works	
Approved:	
C. DBn. D	
Amyl Brown City Administrator	
City Administrator	
ttachments:	
ttachment 1 - Appendix A - Services to be Provided	by CM
ttachment 2 - Appendix B - Calculation of Charges for	

Page 3 of 3

CPM

Acting

Modification No. 14 (10/25/10)

## Attachment 1 Appendix A – Services to be Provided by CM

## Attachment 1 Appendix A – "Services to be Provided by CM"

#### Cooper Pugeda Management ENAT04000001 Modification No. 14

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

- 1. Prepare independent estimates.
- 2. Document Change Order Entitlement and Reasonableness where directed.
- 3. Provide assistance to change order tracking, project control system maintenance
- 4. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
- 5. Work with the IOR Staff to prepare close-out and documentation binders.
- 6. Attend OSHPD review meetings and follow-up with outstanding items.
- 7. Provide OSHPD Certified Inspectors of Record when directed
- 8. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.
- 9. Coordinate communications between IOR and LHH Operations.
- 10. Facilitate the communication between the IOR staff, contractors, Turner (Construction Manager's) and LHH Operations.
- 11. Ensure Testing Lab documentation is current and complete.
- 12. Review Invoicing from Construction Manager and Special Inspection Firms as requested by City.
- 13. Manage document flow, filing and other administrative duties as directed by City
- 14. Provide administrative support to the City.
- 15. Maintain the program's database for tracking cost controls.
- 16. Assist the Project Manager as directed.
- 17. Seismic Bracing Coordinator to assist Turner in the coordination, installation and troubleshooting of seismic bracing connections as directed by the City.
- 18. Document Control Engineer to perform document control duties to render a complete set of OSHPD and Project documents and assist in the posting of the RFI's and Bulletins to the various plan sets.
- 19. Force Account Coordinator to assist Turner in the tracking and of force account elements in the field as directed by the City.
- 20. Low Voltage / Security System Coordinator to assist Turner in the coordination, installation, and troubleshooting of the security system and various low voltage systems as directed by the City.
- 21. Electrical Systems Coordinator to assist Turner in the coordination, installation, and troubleshooting of the various electrical components for the project as directed by the City.
- 22. Mechanical, Distribution, and Plumbing coordinator to assist Turner in the coordination, installation, and troubleshooting of the mechanical and plumbing systems as directed by the City.
- 23. Exterior and Interior Framing and window wall coordinator to assist Turner in the coordination, installation of the interior framing and exterior window wall systems as directed by the City.

## Attachment 2 Appendix B – Calculation of Charges

7.9, Fee BUODET  441 6 20 4.2 9 314,001 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Personnel	Name	NAN	FEB	MAR	APR	HAY	I NO.	JUL AUG	G SEP	0CT	NOV.	DEC	TOTAL	Hourty Re	Hourty Rate Billing Rate	te Extension		2010 REVISED	Variance
The control of the					ľ	-	f	f	-	ŀ	-	-						7% Fee	BUDGET	
West   Control Column   Colu	Manager	Jeffrey Cooper			T	t	1	$\dagger$	1	1	1	1								
The control of the	ngmeer	Water Sortient	132	70	184	+	+	+	+	+	4	4	!	٥	\$ 61,4	.,	3	,,		
Minimate   Majoritation   192   123   14	) inspector	Lerry Tomincese	25	22	2	+	+	+	+	+	+	+		1,639	74.2	**	\$		65	\$ 101.20
Junification   Juni	thin Engineer	Richard Lavino	25	2	6	+		f	+	+		+	ŀ	3	\$ 95.0	**	\$		*	~
Separate   David Calcininate   David Calcininate   David Calcininate   David Calcininate   David Calcininate   David Calcininate   Separate	i Biuser	Jennifer Karthik	2	177		+	1	1	Ŧ	+	*	+	75	633	\$ 48.3	<u>.</u>	*	27	•	5
Substitute   Dividication   100   140   140   150	Take ey	David LaCinica	S	200	1		1	+	1	+	4	-		305	38.2	•		**		
Mainterf   Simplestic State   Fig. 167   F	Low Voltage Coordinator	David Gaba	Ę		1	+	╁	+		1	-	1		368	5 56.9	*	59		5	
Market	Diriger	Bill McCuffourth	9	9	6	+	╀	+	,   	1	₽	4		1,120	\$ 46.8	5	••	•		
Designation   County Statistics   County Sta	trative Assistent	Stanhania Flora	3	1	1	+	1	+	1	4	-	-		9	\$ 25.0	•	**	<b>~</b>	.,	
	ant Control	Danka Hamman	ľ	3	187	╬	+	+	+	4	4	-		278	\$ 25.0	\$	•	67	4	
Vivial Diagnostic   1559   1454   1073   109   107   110	Antwarer / Assistant (1)	Mirrie Coller	1	183	1	4	+	+	+	4	+	4	22	Į.,	\$ 33,43	\$	50	.,		
Charlet Suider   1550   1551	5 % (CM West, BDI, JKL)				5	+	+	+	+	4		4	168	22	\$ 32.0	\$	s <del>7</del>	.,	40	111100
Chiefe Stitler   Geo   148	Z-CPX		-	144	4673	+	╀	╁	4	+	+	4		ļ				1 107		467
Contect Styles   150			+		1	╀	٠	+	+	+	+	+	460	9,198			\$ 945,629	-	-	3 78.187
William Chin   152   152   150   153   152   150   153   152   150   153   152   1	Dinapector	Chuck Suffer	100	88	18k	╀	+	+	╁	+	+	+								
Wilding Chieffee			5	188	1	╀	+	+	+	+	4	+	168	2,020	\$ 63.4	*	•			
Market   M	XIII			T	1	╀	╀	Ŧ	╁	+	4	2	2	2,020			3 275,620	.,	\$ 294,104	
Court Consistent   Court Consistent   Court Consistent   Court Consistent   Court	ngineer	Willes Chin	252	453	5	+	+	-	1	+	4	-								
Control Device   Cont	or fV	Jack Delance		2	3	+	+	¥	+	+	+	2		1,711	\$ 42.87	•>	•	.,	5	35 410
Delic Combinition   Delic Combinition   154   156	er VII	Dave Defmes			3	2	$\dagger$	+		╁	4			13	\$ 53,56	*		. ie	8	13 623
Control   Cont	nt Control	Darte Costantine		T	1	+	+	+	-	┿	4	4		354	53.56	•	*	.,		S 43 848
Heart   String   St	16	Stephen Hingins	77.	77)	8	╁	+	+	+	+	4	-		-	5 33.43		67	.,	4	
Fig. 18   Fig.	A. C.M. West		367	87	╀	┿	1	+	+	+	4		9	1,693	24 G	••	*	•		\$ 26.31
Bord Welfor   150   150   154   172   136   178   56   0   0   0   0   0   0   0   0   0	and the section of			1	╀	+	╀	╀	+	+	4	R	2	3,871			\$ 410,186		_	2 119.948
LLOWINGE   Like   172   136   176   156   177   136   136	rdinator	Bret Wiler	98	150	T	+	+	1	1	-	1	1								
LLCHWINNER  LICHWI	ordinator	Justin Artem		T	╀	╀	+	+	0	1	1	1		310	\$ 61,80		\$	•	~	\$ (1.477
Court Contac	- JKL		3	S	╀	╀	Ļ	+	+	•	•		Ī		\$ 40.00	5	**	•	_	1 610
Control Consideration   Control Consideration   Control Cont	OF THE ALLOPINGE		L	1	1	ŀ	ŀ	1	┨	•	•	2	•	1	•		\$ 106,131	4 7,589	\$ 112,490	\$ (3.032
Section   Control Data Blook	poort		-	r		-	-	L	-	L	-		I	ļ		ļ				
String Continue   Marchington   String   Strin	DWEIDCE			l	-	-	+	-			1	1		,	30.73	^	•	•		\$ (9.658
Solute Consistents         1,718 4,10 - 1,718 1,122 1,124	- Contractors Services (March/April)				T		ł	+	+	-	1	1					\$ 50,000		\$ 50,000	
Bornal Consideration         \$1,775         2,110         1,785         2,110         1,785         1,120         1,434         1,787         1,120         1,434         1,787         1,120         1,434         1,787         1,500         1,500         8         1,500         1,500         8         1,500         1,500         8         1,500         1,500         8         1,500         8         1,500         8         2,512         8         2,512         8         2,512         8         2,512         8         2,512         8         2,512         8         2,512         8         2,512         8         2,512         8         2,512         8         3,512	- RS Means Cout Date Book		-		-		-	+	1	1	1	1							\$ 6.437	\$ 8.437
1,500   1,713   1,713   1,714   1,713   1,714   1,715   1,714   1,71				İ		-	+	1	+	1	1	1							\$ 287	S 2A7
\$\frac{1}{2}\$\fr	i - Additional Consultants			T	t	-	1	+	1	1	1									
1,555   1,434   1,073   880   892   636   610   532   355   486   486   480   910	SAMO		•	E	Г	1	ľ	-	4	4	-	4					\$ 50,000	*	\$ 58,724	\$ (931)
286         338         387         328         284         287         284         480         380         386         380         387         388         388         389         388 <td></td> <td></td> <td>-</td> <td>F</td> <td>ŀ</td> <td>ŀ</td> <td>L</td> <td>1</td> <td>ŀ</td> <td>ŀ</td> <td></td> <td>ŀ</td> <td>\$</td> <td>10,143</td> <td># 6 P</td> <td></td> <td>9 PY 752'L</td> <td>1</td> <td>3 1117.72</td> <td></td>			-	F	ŀ	ŀ	L	1	ŀ	ŀ		ŀ	\$	10,143	# 6 P		9 PY 752'L	1	3 1117.72	
160 188 184 190 186 176 186 200 180 2,000 180 178 178 180 180 180 180 180 180 180 180 180 18	İ.		_	-	+	+	+	+	+	+		\$	ş	9,198						
180 164 172 136 176 04 0 0 0 0 100 100 100 100 100 100 100	1		t	188	+	+	+	+	+	+	\$	2	190	3,071						
			8	150	╀	₽-	╀	╀	╁	1	3 0	2	ĝ,	2,020		,				

Field Overflead Rate Horne Office Overflead Rate FEE

Cooper Pugeda Management ENAT04000001

											ı										
Personnel	Name	JAN	FEB	MAR	APR N	MAY	I. NUL	JUL AUG	G SEP	P OCT	AQN L	DEC	TOTAL	Hourly Rate	Rate Bil	Billing Rate	Extension		7W. Can	2011 BUDGET	- <u>ii</u>
	Manual Comments		-	F	-	-	$\mid$	F	-	-	L	L			t			t			
Manager	Jeffrey Cooper	T	T	F		-	-	-	-		L	-	-	60	61,45	ı				_	
Field Engineer	William Sorfleet	80		80	80	80	60	8	8	60	•	80	8	\$	74.24	159,61	\$ 15	15,323 \$	1,073		16,396
OSHPD Inspector					-	-		-		_	L		0	\$	65.00	ľ	49	1	1	\$	•
Scheduling Engineer	Richard Lavino	77	22	22	22	22	22	22	22 22	22	22	22	2B4	\$	-		\$ 27	27,414 \$	1,919	.,	29,333
Fleid Engineer				-	$\vdash$	-	<u> </u> -	L	_	_			0	40	38.27 \$	82.29	•	,		•••	•
Field Engineer					-	-	-	L	_	L	L	-	٥	•	58.94 \$		40		,	٠,	
Elec & Low Voltage Coordinator	David Gibbs		-		-	-	-	-	_	_	_		٥	**	46.80 \$	100,62	•	59	1	49	
					-		-	-		_	-		٥	\$	25.00 \$	53.75	65	,	١	<del>63</del>	
Administrative Assistant				-		-	_	-	-	_		-	0	\$	25.00	53.75	s.	**	•	e-9	
Document Control	Denise Hammond	77	77	H	22	┝	┝	├-	H	H	-	22	<b>58</b>	3	33,43	71.87	\$ 18	18,975 \$		•7	20,303
Office Manager / Assistant (1).	Minna Cotter	168	176	178	176	176 1	178 1	176	176 178	8 176	3 176	-	2,088	1	-	68,80	\$ 143	143,654 \$	10,056	, on	153,710
Mark-up % (CM West, BDt, JKL)				-		-	-	-	_		_	_	_		-		2 2	7,048 \$		ş	7,541
Subtotal - CPM		220	228	228	228	228 2	228 2	228 2	228 228	8 228	3 228	212	2,712		-		\$ 212	212,414 \$	14,589	44	227,283
5					H	-	$\vdash$		-	Ŀ	L		: :		-			-	•		
OSHPD Inspector	Chuck Sutter	168	176	-	176	176	176	⊢	178 176	9.118	3 176	160	2,088	9	63.44 \$	136,39	\$ 284	284,785 \$	19,935	65	304,719
Subtotal - BDI		168	176	176	H	-	Н	176 1		H	-	180	2,088				\$ 284	284,785 \$		ŝ	304,719
CHARST						H	-	H													
Field Engineer	Willam Chin			-	-	-		L	L				٥	\$	42,87	92.17	\$	•		67	
Entimator IV	Jack Delange						_	-		-			٥	\$	53.56	1	44		,	49	·
Estimator VII	Dave Delmas					Н	-				Ц		a	\$	53.56	115.15		649 L		•	
Document Control							-						0	\$	33.43 \$	71.88	\$			•	
Estimator	Stephen Higgins	86	88	40	40	40	40	40	40 40	0 40	40	40	576	\$ 5	54.59 \$	117.37	29 \$	67,604		<b>.</b>	72,337
Subtotal - CM West		88	88	40	40	_	H	_		_	Н		976				÷	7,604	4,732	••	72,337
JPL Construction.						-	-	H		L	Ļ			*	•						
ISS Coordinator													0	\$	61,80 \$	132,87	*	•	,	44	
ISS Coordinator											Ц		٥	7 \$	40,00	96,00	\$		,	65	•
Subtotal - JKL		0	٥	0	0	0	0	0	0	0	۵	0	0	**			•	•	,	•	•
ADDITIONAL ALLOWANCE														4			_				
MIS Support										_			0	\$	50.13	\$ 112.79	*			\$	
ASR Allowance			Ĺ		_		-					_						**	•		
						-	-	-	L	-	L	_	_		r			H			
											L				-						
Subtotal - Additional Consultante						Н	Н	Н	Н	H		Н	Ц				\$	•		\$	
TOTAL HOURS	1 . 1	476	787	144	777	77	111	ı	7 77	777 777	177	257 7	Ļ	Total	į		*	\$ 202.19	169,86	.,	104,333
СРМ		220	528	228	228	228	H	228	228 2	L	Ë		,								
CM West		88	88	ş	용	9	40	H	-	-	9	-	-								
801		168	176	178	176	176	-	176	60	176 17	176 176	9 160	2,068	_							1000
JKL		0	0	٥	0	0	0	0	0	0	0 (	0	٥	Total	<u>-</u>						10

Field Overhead Rate 118% Home Office Overhead Rate 128% FEE 7%

## HRC FORM 10

Modification No. 14 (10/25/10)

HRC FORM 10

CPM

## HRC FORM 10 CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS ENAT04000001 MODIFICATION NO. 14

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Original Contract Amount: \$601,000  Contract Amount as Modified to Date: \$15,303,429  Amount of current Modification Request: \$893,335  REQUIRED ATTACHMENTS:  1. Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.  2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification including those leading up to the amendment which increased the original contract amount by more than 20%.	
Amount of current Modification Request: \$893,335  REQUIRED ATTACHMENTS:  1. Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.  2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification.	
REQUIRED ATTACHMENTS:  1. Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.  2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification.	
<ol> <li>Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.</li> <li>A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification.</li> </ol>	
subcontractors.  2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification.	
<ol> <li>A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification including those leading up to the amendment which increased the original contract amount by more than 20%.</li> </ol>	,
	•,
See Attachment 2, Forecast, Work Plan 2010 and 2011 dated September 24, 2010	
<ol> <li>A list of the contractors and subcontractors working on this amendment, modification, supplement or change order with contract dollars for each individual firm.</li> </ol>	the
See Attachment 1, Forecast, Work Plan 2010 and 2011 dated September 24, 2010	
4. A brief description of the work to be performed under this amendment, modification, supplement or change order.	
See Attachment 1, Services to be Provided by CM	
Contractor Owner/Authorized Representative: Ismae/Pugeda, President	
Phone: (415) 543-6515	
Date:	
FOR HRC USE ONLY: Received: 2/ ///	
HRC Representative: SELUCALTA DATE: Date: 15 / A / U	

### City and County of San Francisco



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

### San Francisco Department of Public Works

Office of Financial Management and Administration
Division of Contract Administration
875 Stevenson Street, Room 420
San Francisco, CA 94103
(415) 554-6230 www.sfdpw.org



Gordon Choy, Division Manager

## TRANSMITTAL LETTER PROFESSIONAL SERVICE AGREEMENT MODIFICATIONS

June 30, 2011

Contractor:

Cooper Pugeda Management, Inc.

65 McCoppin Street

San Francisco, CA 94103

Project:

Construction Management Services for Laguna Honda Hospital

Replacement Program through 12/31/2012 - Modification #15

**Modification Amount:** 

Add \$497,657.00 and extend the term of the Agreement to 12/31/2012

Job No.:

8200A

**DPW Order No.:** 

173,547

Controller's Certification:

Reference this # on your invoices: ENAT04000001 (EJAT11000151-01)

**Date Posted:** 

6/30/2011

This Transmittal Letter forwards a copy of the Modification of Agreement #15 and FAMIS print screen for ENAT04000001 in the total as-modified to date, \$16,694,421.00, for the subject project. Contract expiration date is 12/31/2012.

Yours truly,

by: ' Gordon Choy

Division Manager, Contract Administration

cc:

John Thomas, LHHRP-BOA Leonard Chan, LHHRP-BOA

Attachments:

Modification of Agreement #15

FAMIS print screen for ENAT04000001

GEC:cc



FAML6300 V5.1 LINK TO:	CITY AND COUNTY OF SAN F TRANSACTION DETA	FRANCISCONFAMIS	06/30/2011 3:25 PM
DOCUMENT -	- POST PERIOD POST DATE 2 2011 JUNE 2011 06/30/2011	LT. SHIRLEY	UNIT
TRANS DESC.  AMOUNT  VENDOR NUMBER	8200A/CPM MOD #15/DPW# 173 497,657.00 DUE DAT 35190 01 COOPER PWA595LPFLOC BOA-AAT 02799 OTHER P	S ENCUMBRANCE  ,547 E : SINGL	NOTEPAD : Y
PROJ / PJDTL : START DATE : G/L / SUBSID : BANK NO/ SUBSID :	CHLSNF SNCM50 8200A-TO END DATE	E :	GEDA
CURRENCY CODE :	CONV DATE :	FRGN CURR AMT:	
	CITY AND COUNTY OF SAN FI NOTEPAD		06/30/2011 3:25 PM
ATTACHED TO : DOCUMPAGE : 01 O	MENT NUMBER : EJAT11000151 (F 01	)1	
AGREEMENT FROM 06/	CATION NO. 15 TO ADD \$497,65 0/2011 TO 12/31/2012 FOR B T AMOUNT AS MODIFIED NTE \$1	TO TAKE DEAK CHESTAN	כודמת 11 ח
EXPIRATION DATES: G/L: 06/28/2012 A/L: 03/01/2012 W/C: 07/01/2012 P/L: 06/28/2012			
(CC)			•
FAML8025 V5.1 LINK TO:	CITY AND COUNTY OF SAN FREDOCUMENT AUTHORIZATION TR	ANCISCONFAMIS ACKING -ARCHIVE	06/30/2011 3:25 PM
DOCUMENT NO : EJAT	11000151 NOTEPAD : Y	CUMULATIVE DAYS	<b>:</b>
DATE TIME	DEPARTMENT	ji inga sa sa sa sa sa sa sa sa sa sa sa sa sa	APPR DYS VL STAT OUT
06/30/2011 2:36PM 06/30/2011 3:21PM		MARIA CARINA 0 LEY 1	01 INIT 90 AUTH
FAML6051 V5.1 LINK TO:	CITY AND COUNTY OF SAN FRA DOCUMENT INQU	NCISCONFAMIS	06/30/2011 3:26 PM
INDX PWA595LPFLOC VEND 35190 01 G/L 470 SOBJ 02799 PROJ CHLSNF PRDT SNCM50	12 2011 CREAT ENAT04000001 01 DUE D BOA-AAT/DA5/13/PP/LHH SINGL COOPER PUGEDA MANAGEM TREAS ENCUMBRANCES UC OTHER PROFESSIONAL SE SBSD LAGUNA HONDA HOSPITAL GRNT 8200A-TURNER CONSTR/C GRDT	E CHK IND : Y NOTE	
S ORIGINAL AMOUNT ADJUSTMENTS LIQUIDATIONS REMAINING BALAN PAYMENT/RECEIPT RETAINAGE/LIENS DELINQUENCY CHA	JUNE 2011 1,150,165.00 13,532,281.00 -13,906,240.33 776,205.67	13,532,281.00 11 13,906,240.33 -12 776,205.67	PRIOR YEAR ,150,165.00 ,637,328.17 ,787,493.17 .00 ,787,493.17 .00 .00

CITY AND COUNTY OF SAN FRANCISCO--NFAMIS DOCUMENT DETAIL INQUIRY

06/30/2011 3:27 PM

FAML6052 V5.1 LINK TO:

PERIOD 12 2011 JUNE 2011 POST DOC : ENAT04000001 01 BAL TYPE : 11	ADJUSTMENT
S POST DATE PERIOD T/C DOCUMENT NO TREAS NO BANK NO	DUE DATE AMOUNT
09/28/2010 01 2011 811 RCSF11032435 01 NEW YEAR DOCUMENT CARRYOVER	3,968.83
08/26/2010 02 2011 141 EJAT11000015 01 8200A/CPM MOD #13/DPW# 173,547	499,992.00
06/14/2011 12 2011 141 EJAT11000138 01 8200A/CPM MOD #14/DPW# 173,547	893,335.00
06/30/2011 12 2011 141 EJAT11000151 01 8200A/CPM MOD #15/DPW# 173,547	497,657.00

## MODIFICATION NO. 15 TO THE CONSTRUCTION MANAGEMENT AGREEMENT

between

THE CITY & COUNTY OF SAN FRANCISCO

and

COOPER PUGEDA MANAGEMENT, INC.

DPW No. 173,547 Contract No. ENAT04000001

to furnish

CONSTRUCTION MANAGEMENT SERVICES

for the

LAGUNA HONDA HOSPITAL REPLACEMENT PROGRAM

City and County of San Francisco Department of Public Works Contract Administration 875 Stevenson Street, Room 420 San Francisco, CA 94103-0935

## MODIFICATION NO. 15 TO THE AGREEMENT

Between the City and County of San Francisco and

## COOPER PUGEDA MANAGEMENT, INC.

The City and County of San Francisco and Cooper Pugeda Management, Inc. have entered into an Agreement dated July 31, 2002. This Modification to the Agreement ("Modification No. 14") dated June 15, 2011 in the City and County of San Francisco, State of California, by and between the City and County of San Francisco (the "City"), a municipal corporation acting through its Department of Public Works ("Department") and Cooper Pugeda Management, Inc. (the "CM"), as assignee and successor in interest to Turner Construction Company/Cooper Pugeda Management, Inc., Joint Venture.

#### RECITALS

WHEREAS, the parties intend to increase the compensation to be paid to CM by \$497,657;

WHEREAS, the parties intend to replace Appendix B, Calculation of Charges for revised Work Plan for 2011 and Work Plan 2012;

WHEREAS, the parties intend to extend the term of the Agreement;

Now, THEREFORE, the parties agree as follows:

A. Modify the Contract by amending Section 5 – "Compensation," as follows:

#### FROM:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed sixteen million one hundred ninety-six thousand seven hundred and sixty-four (\$16,196,764) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated by reference as though fully set forth herein."

#### TO:

"The Director shall cause compensation to be paid to CM within forty-five (45) days of receipt of an approved invoice in acceptable form for work, as set forth in Section 4 of this agreement, that the Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed sixteen million six hundred ninety-four thousand four hundred and twenty-one (\$16,694,421) inclusive of fees and costs for service of CM's "Home Office" and "Field Office" personnel engaged directly on the Project, pursuant to Appendix B. The breakdown of costs associated with this agreement appears in Appendix B, "Calculation of Charges." Attached hereto and incorporated

Modification No. 15 (06/15/11)

Page 1 of 3

**CPM** 

by reference as though fully set forth herein."

B. Modify the Contract by amending Article 2. Term of the Agreement as follows:

### FROM:

"Subject to Section 1, the term of this Agreement shall be from March 15, 2001 to June 30, 2011."

#### TO:

"Subject to Section 1, the term of this Agreement shall be from March 15, 2001 to December 31, 2012."

- C. Modify the Contract by replacing Appendix A Services to be Provided by CM in its entirety to reflect the scope of work for Work Plan 2011 and 2012 attached hereto as Attachment 1.
- D. Appendix B Calculation of Charges replacing the 2011 Work Plan dated 06/10/11 with 2012 Work Plan dated 06/10/11, and add 2011 Work Plan dated 06/10/11.
- E. In all other respects, the provisions of the Agreement dated July 31, 2002 shall remain in full force and effect.

CITY (	CONTRACTOR (
AN XIII	CONTRACTOR )
Signature for Department	Authorized Signature
John Thomas	
Printed Name	<b>/</b>
	Ismael Pugeda, President Printed Name and Title
Approved as to Form:	Finied Name and Little
Dennis J. Herrera	
City Attorney	Cooper Pugeda Management, Inc.
	Company Name
By /h/	
Deputy City Attorney	65 McCoppin Street
	Address
Approved:	
dgar A. Lopez, AIA	San Francisco, CA 94103
Sureau Manager /	City, State, ZIP
roject Management Division	
	(415) 543-6515
aproved:	Phone Number
uad S. Sweiss, PE, PLS ity Engineer and	94-3227941
eputy Director for Engineering	Federal Employer ID Number
pproved:	
2000	
fward D. Reiskin	
irector of Public Works	•
preved:	
$()$ $\times$ $\wedge$	
y L. Brown	
ting City Administrator	
achments:	

Page 3 of 3

CPM

Modification No. 15 (06/15/11)

## Attachment 1 Appendix A – Services to be Provided by CM

## Attachment 1 Appendix A – "Services to be Provided by CM"

### Cooper Pugeda Management ENAT04000001 Modification No. 15

Under the direction of the City's Project Manager, the CPM team's scope of services is as follows:

- 1. Prepare independent estimates.
- 2. Document Change Order Entitlement and Reasonableness where directed.
- 3. Provide assistance to change order tracking, project control system maintenance
- 4. Review scheduling information for both change order inclusion but also for Program schedule information. Provide analysis of contractor's time extension requests.
- 5. Work with the IOR Staff to prepare close-out and documentation binders.
- 6. Attend OSHPD review meetings and follow-up with outstanding items.
- 7. Provide OSHPD Certified Inspectors of Record when directed
- 8. Facilitate communication between OSHPD and IOR Staff and IOR Requests of AE.
- Coordinate communications between IOR and LHH Operations.
- 10. Facilitate the communication between the IOR staff, contractors, Turner (Construction Manager's) and LHH Operations.
- 11. Ensure Testing Lab documentation is current and complete.
- 12. Review Invoicing from Construction Manager and Special Inspection Firms as requested by City.
- 13. Manage document flow, filing and other administrative duties as directed by City
- 14. Provide administrative support to the City.
- 15. Maintain the program's database for tracking cost controls.
- 16. Assist the Project Manager as directed.
- 17. Seismic Bracing Coordinator to assist Turner in the coordination, installation and troubleshooting of seismic bracing connections as directed by the City.
- 18. Document Control Engineer to perform document control duties to render a complete set of OSHPD and Project documents and assist in the posting of the RFI's and Bulletins to the various plan sets.
- 19. Force Account Coordinator to assist Turner in the tracking and of force account elements in the field as directed by the City.
- 20. Low Voltage / Security System Coordinator to assist Turner in the coordination, installation, and troubleshooting of the security system and various low voltage systems as directed by the City.
- 21. Electrical Systems Coordinator to assist Turner in the coordination, installation, and troubleshooting of the various electrical components for the project as directed by the City.
- 22. Mechanical, Distribution, and Plumbing coordinator to assist Turner in the coordination, installation, and troubleshooting of the mechanical and plumbing systems as directed by the City.
- 23. Exterior and Interior Framing and window wall coordinator to assist Turner in the coordination, installation of the interior framing and exterior window wall systems as directed by the City.

## Attachment 2 Appendix B – Calculation of Charges

Gooper Pugeda Management ENAT04000001

Work Plan 2011 - REVISED Modification No. 15 Juna 10, 2011

Cooper Pugeda Managen

2012 MOD #15 BUDGET	Personnel	Name	JAN	品	MAR	APR	MAY	NIN	JUL	AUG S	SEP OC	OCT NOV	V DEC	C TOTAL	_	Hourly Rate	Billing Rate	ite Extension	nois	7% Fee	2012 REVISED BUDGET	Variance
	- C-T	大路 はいいかい	1 1 N	100 Care 100	1000		W. 17.7	の記録	是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	50 State	1100		The last	THE REAL PROPERTY.							e desired and the	n-State With lines
	Project Manager	Jeffrey Cooper					-					-	_	٥	*	61.45	\$ 138.26	26 S	-7			
	Field Engineer							-	Н	Н	Н	Н	Ц			74.24	\$ 159.61	51.5	-	-	•	•
	OSHPD Inspector	Chuck Suffer	160	160	160	160			H	_	26	-	1	1,440	_	65.00	\$ 139.75	75 \$	-	2	× •	215,327
	Soheduling Engineer		80	80	æ	8	100		24	6	-	1	-	7		48.30	\$ 103,84	\$ \$	11,630	914	7,444	.
	Field Engineer													-	•	38.27		\$ 62				
	Field Engineer								_		_		_	0	69	58,94		7.1		1		
	Elec & Low Voltage Coordinator	!			i	;	-					-	L	۰	4.5	46.80	\$	62 \$	-			•
	Fleid Engineer								-	-	H	H	L	•	49	25.00	4	75 \$			•	•
				Ī			-		-	<u> </u>	-	-	_	•	<b>6</b> 9	25.00	\$ 53.75	75 \$	•	•	•	
	Document Control		-	!	L	İ								٥	49	33.43	\$ 71.87	87 \$	Н		19	,
	Office Manager / Assistant (1)	Minna Cotter	8	8	8	8	20	80	-	-	-	-	L	480		32.00	\$ 68,80	\$ 08	33,024	\$ 2,312	\$ 35	\$ 35,336
	Mark-up % (CM West, BO), JKL)						H	-	$\mid$	-	-			1	Ŀ			s	415	\$ 29	s	\$
	Subtotal - CPM		248	248	248	248	248	248	184	200	160	0	0	2,032	7					\$ 17,242	\$	\$ 263,550
	56	St. 19 1			200	1		N.	作の言葉	<b>AND 18</b>	意味	語をごを	<b>建设</b>			語を記す	T.	ではない はない はないない	C 4.75	表现技术	10 美国 10 美国 10 美国	<b>医安克斯氏</b>
	OSHPD Inspector							-	-	-	-			0	s	63.44	\$ 136.39		_		•	
	Subtotal - RDi	:	-	-		٥		•	-	0			٥		<u> </u>			•	•	•		
	さんないとなっている。 こうしゅう 日本日本の	大き 一大 ラステに佐る	Section Co.	1.00	AND SAME	Carried Street, Street, St.	15	STATE OF THE PARTY.	S. Commission	AND SECTION		· · · · · · · · · · · · · · · · · · ·	<b>经验证的</b>			100	100 年 100		S. 100	は、大変な	100000000000000000000000000000000000000	
							┡			-	-	-	H	٥	45	42.87	\$ 92,17	_		i.		•
٠.	Estimator IV	1	ļ	ļ L			ľ	İ		_		_	-	•	67	53,56	\$ 115,15	15 \$	-  -		•	-
	Estimator VII	Steven Higgins	8	50	82	2	22	8	-	$\vdash$			L		99	53.56	\$ 115.15	.15 \$	20,728	\$ 1,451	\$ 22,179	\$ 22,179
	Decument Control	:			L						-		-	_	t/S	33.43	65	71.88 \$	-	•	\$	•
	Estimator	 				Γ	T	-	<u> </u>	-	-		L	-	**	54.59	\$ 117.37	.37 \$		•		.,
	Subtotal - CM West		2	20	20	20	97	- 08	-	_	0		٥	130						1		4
	JKL Construction			7	100	1	1	2000年の日本	を表現的	Mary Fred	ではない					STATE OF	3		· 作品 医多种性皮肤	1.5世紀の後に	大都是沒有不	
	(ISS Coordinator				Ĺ			'		-				•		61,80	•	32.87	,		•	,
	ISS Coordinator							-	H		H	- :		•	<b>1</b> 5-	40.00	45	86.00 \$		*		
	Subtotat - JKL			0	٥	0	٥	0	0	0	0		0	0								
	ADDITIONAL ALLOWANCE				计二代 红色的 电分离		1	· · · · · · · · · · · · · · · · · · ·			20.41			調整を	7.00 X	:3	ij	H			のでは、一般のでは、一般のでは、一般のでは、一般のできない。	100000000000000000000000000000000000000
	MIS Support								1	1	+		-	<u> </u>	<i>د</i> م	50.13	رم	112,79 \$	, 00		200000	, 000
	ASR Allowance								1	+	+	+	+	T	+			*	90,000	,	מתיחם	•
			,	_	1		Ţ	+	+	+		-	+	T	+			1				
		-					Ť	Ť	t	$\dagger$	+	-	-	1	Ŧ		L					
	Subfotel - Additional Consultants	-						İ	T	$\dagger$	+	-	-	Γ	Ł			**	60,000	44	\$ \$00,000	
	TOTAL HOURS		× 100				A 100		N. S. S. S. S.	2200 F. W.	NEW TOTAL	SON CARRE	のないのでは、のはおからの	MONTH 12 200	_			ANCE AND LONG			The second secon	1.00
			248	986	896	248	248	248	181	200	160	-	0		Ξ							
	CM West		2	Ϊ.	200	92	R	2		0	0	0	0	Т	<u> </u>							
	IOB		٥		٥			0	0	٥	0	0	0	П	_							
	JKL		0	0	0	0	0	0	0	0	0	0	0	0	٦		ではないが	では、大学の大学	D CASSAGE		200 1011 日の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本	Contract Section
												ĺ					ĺ					

Manager Plants And Delivery of the Control of the C			Tomat Total Ord Total		CONTRACTOR INTERIOR
	AND ADAIS  AND ADAIS  AND ADAIS  AND ADAIS  ADAIS		·		and a
a. N., Beft. No. Ber	The control of the co				
1	And come can				
•					
. !!.	tt. f state et	.L.	11.	Щ	
		<u>.l.</u>	Į,	12	5
		وأر			
1511	iditeridentifilititieterititeterititieterititeteritieteritieterititeterititeterititeterititeterititeterititete	.11	<u> </u>		
		<u></u>			2
İ	iiildesiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii	111			-
:		11		1	
		11	u Li		
111			e ž		Ĭ
: 1			11	3 5	
110 80 110 110 110 110 110 110 110 110 1		<u></u>			ñ
775 15.75 16.4.15 16.4					
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				]	
		11	. 11	-	
# 12 m		200		i	2
1985	<u>                                       </u>			T	
				1	
		11		ii	
	<u> </u>		_ = =		
131	<u> </u>			1	<u> </u>
Appendix interest in the party of the party				1	
in i	t l l mantithikitusiinkitunnistesteiskitluinuutikitusiikitilistiinsikit	11		# II	$\parallel$
•			(227/2003) (4017/2003)	#	$\left\{ \right\}$
	M. C. C. C. C. C. C. C. C. C. C. C. C. C.	##7.28K	110,200	1	
90° (20° ) 61° (20° ) 63° (60° ) 63° (60° )	E A SUB-EXPERIENCE	a de	OF STATE OF		
11.57 11.57 11.57 11.57		15,000,210	197976	Case of Street	
27,810,452 41,810,450	e carie	, E	. 10		100
		HILAND STATE	CONTRACTOR CONTRACTOR	Codest	
	824				

### Attachment 3 HRC FORM 10

## HRC FORM 10 CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS ENAT04000001 MODIFICATION NO. 15

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project: Laguna Honda Hospital Replacement Program
Original Contract Amount: \$601,000
Contract Amount as Modified to Date: \$16,196,764
Amount of current Modification Request: \$497,657 & contract term extension from 6/30/11 thru 12/31/12
REQUIRED ATTACHMENTS:
<ol> <li>Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.</li> </ol>
<ol> <li>A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.</li> </ol>
See Attachment 2, Forecast, Work Plan 2010 and 2011 dated June 10, 2011
3. A list of the contractors and subcontractors working on this amendment, modification, supplement or change order with the contract dollars for each individual firm.
See Attachment 1, Forecast, Work Plan 2010 and 2011 dated June 10, 2011
4. A brief-description of the work to be performed under this amendment, modification, supplement or change order.
See Attachment 1, Services to be Provided by CM
Contractor Owner/Authorized Representative:
Phone: (415) 543-6515
Date:
FOR HRC USE ONLY. Received:
APPROVED:
HRC Representative: Date:

# HRC FORM 10 CONTRACT AMENDMENT, MODIFICATION OR SUPPLEMENTAL CHANGE ORDERS ENAT04000001 MODIFICATION NO. 15

Submit this form, along with the required supporting documentation, when processing the first contract amendment, modification, supplement or change order that cumulatively increases the original contract amount by more than 20%, and then for all subsequent requests. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project: Laguna Honda Hospital Replacement Program
Original Contract Amount: \$601,000
Contract Amount as Modified to Date: \$16,196,764
Amount of current Modification Request: \$497,657 & contract term extension from 6/30/11 thru 12/31/12
REQUIRED ATTACHMENTS:
<ol> <li>Revised HRC Form 2A, reflecting the new overall contract amounts for the prime contractor, joint venture partners and subcontractors.</li> </ol>
<ol> <li>A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 2004.</li> </ol>
See Attachment 2, Forecast, Work Plan 2010 and 2011 dated June 10, 2011
<ol> <li>A list of the contractors and subcontractors working on this amendment, modification, supplement or change order with the contract dollars for each individual firm.</li> </ol>
See Attachment 1, Forecast, Work Plan 2010 and 2011 dated June 10, 2011
4. A brief description of the work to be performed under this amendment, modification, supplement or change order.
See Attachment 1, Services to be Provided by CM
Contractor Owner/Authorized Representative:
Phone: (415) 543-6515 Ismael Pugeda, President
Date: 6/15/11
FOR HRC USE ONLY. Received: 6 1
APPROVED:
HRC Representative: SELDRINEY DZILLINU Date: 6/17/11