

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

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of January 29, 2014, in San Francisco, California, by and between **Parsons Brinckerhoff, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "Commission."

RECITALS

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

WHEREAS, Commission adopted Resolution Number 12-0190 on August 28, 2012 which authorized the award of said Agreement for the period of October 1, 2012 through October 31, 2013; and

WHEREAS, Commission adopted Resolution Number 13-0210 on October 1, 2013 which authorized the award of the First Contract Amendment for a new end date of April 30, 2014; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount and extend the contract for six (6) months through July 31, 2014; and

WHEREAS, Commission approved this Amendment 2 pursuant to Resolution Number 14-0012 on January 29, 2014; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number PSC #4098-10/11 on January 6, 2014; and

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

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

a. Agreement. The term "Agreement" shall mean the Agreement dated August 28, 2012 between Contractor and City.

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

2. Section 2. Term of the Agreement is hereby amended to extend the term of the contract for an additional six (6) months for a new ending date of July 31, 2014.

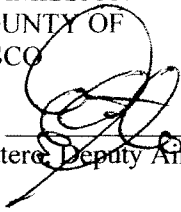
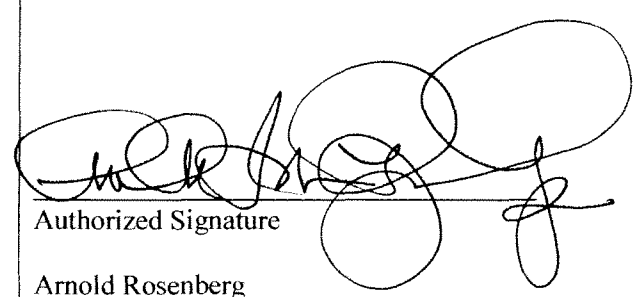

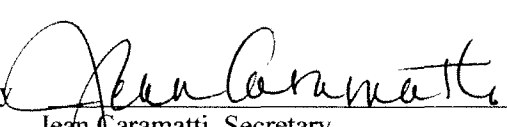
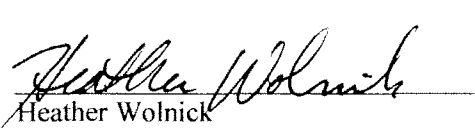
3. Section 4. Services Contractor Agrees to Perform is hereby amended to incorporate Departure Management Software System services as provided for in Appendix A.1, "Services Contractor Agrees to Perform," attached hereto and incorporated by reference as though fully set forth herein.

4. **Section 5. Compensation** is hereby amended to increase the total compensation payable by an amount not to exceed **Six Million Dollars (\$6,000,000)** for a new total not to exceed amount of **Nine Million Eight Hundred Eighty Thousand Dollars (\$9,880,000)**.

5. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after January 29, 2014.

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

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

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
Recommended:  Ivar Satero, Deputy Airport Director	 Authorized Signature
By:  John L. Martin, Airport Director	Arnold Rosenberg Senior Vice President Parsons Brinckerhoff, Inc. 303 Second Street, Suite 700 North San Francisco, California 94107 703-742-5907
Attest:	
By:  Jean Caramatti, Secretary Airport Commission	14303 City Vendor Number
Resolution No: 14-0012	11-1531569 Federal Employer ID Number
Adopted on: January 29, 2014	
Approved as to Form:	
Dennis J. Herrera City Attorney	
By:  Heather Wolnick Deputy City Attorney	

Attachments:

Appendix A.1, Services Contractor Agrees to Perform

Appendix A.1
Services Contractor Agrees to Perform

1. Description of Services

This Appendix A.1 attached to, and incorporated by reference in the Agreement made on August 28, 2012 between the City and County of San Francisco, acting by and through its Airport Commission (Commission), and **Parsons Brinckerhoff, Inc.** (Contractor) to provide construction management support services for the Runway Safety Area Program (RSA) the San Francisco International Airport.

All base contract services remain unchanged.

Additional Service:

The Contractor shall provide all labor, material, equipment, and services necessary to procure and manage the implementation of a Departure Management Software System (DMS) to be deployed during the closure of Runways 1L/19R and 1R/19L during the RSA construction period. The Contractor's selected DMS vendor will operate the software system during the RSA construction period.

A. PROJECT SCHEDULING

No Change

B. PROJECT CONTROLS AND REPORTING

No Change

C. PROJECT BUDGET

No Change

D. FAA NAVAID CONSTRUCTION SUPPORT

No Change

E. DESIGN MANAGEMENT FOR PHASE II, RUNWAYS 1-19s

No Change

F. CONTRACTOR'S/AIRPORT'S FIELD OFFICE

No Change

G. CONSTRUCTION MANAGEMENT FOR PHASE I AND PHASE II

No Change

2. Reports

No Change

3. Department Liaison

No Change

END OF APPENDIX A.1