

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

**Fourth Modification**

THIS (this "modification") is made as of **October 21, 2014**, in San Francisco, California, by and between **T3 East, a Joint Venture** ("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, the Commission adopted Resolution Number 11-0145 on June 30, 2011, which authorized the award of said Agreement for the first year of services; and

WHEREAS, the Commission adopted Resolution Number 12-0164 on July 17, 2012, which authorized the award of the First Amendment to said Agreement for the period of August 2, 2012 through August 31 2013; and

WHEREAS, the Commission adopted Resolution Number 13-0158 on July 23, 2013, which authorized the award of the Second Amendment to said Agreement for the period of August 31, 2013 through February 28, 2014; and

WHEREAS, the Commission adopted Resolution Number 13-0231 on November 12, 2013, which authorized the award of the Third Amendment to said Agreement for a new contract end date of November 11, 2014; and

WHEREAS, the Commission adopted Resolution Number 14-0208 on October 21, 2014, which approved this Fourth Modification as "Fourth"; and

WHEREAS, prior modifications were identified as "amendments," this and further amendments are, and will be, identified as "modifications;" 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 duration to November 11, 2015; and

WHEREAS, approval for this Modification was obtained when the Civil Service Commission approved Contract number PSC #4009-11/12 on August 5, 2013; and

WHEREAS, the City desires to modify the Agreement for administrative changes required by recently enacted San Francisco contracting ordinances.

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

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

**a. Agreement.** The term "Agreement" shall mean the Agreement dated August 1, 2011 between Contractor and City, as amended by the:

First Amendment, dated July 17, 2012  
Second Amendment, dated July 23, 2013  
Third Amendment, dated November 12, 2013

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

**2. Section 2. Term of the Agreement** is hereby amended to extend the term of the contract for one (1) year for a new ending date of November 11, 2015.

**3. Section 5. Compensation** is hereby amended to increase the total compensation payable by an amount not to exceed **Two Million One Hundred Ten Thousand Dollars (\$2,110,000)** for a new total not to exceed amount of **Nine Million Nine Hundred Ninety-four Thousand Dollars (\$9,994,000)** and as stated on Appendix B.4 attached to this Modification.

**4. New Section 31. Earned Income Credit (EIC) Forms** is hereby replaced in its entirety with a **New Section 31. Consideration of Criminal History in Hiring and Employment Decisions** to read as follows:

**31. Consideration of Criminal History in Hiring and Employment Decisions.**

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

b. The requirements of Chapter 12T shall only apply to the Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, whose employment is or would be in whole or in substantial part physically located in the City and County of San Francisco, which excludes Airport property.

1) Applicants or employees who would be or are performing work in furtherance of this Agreement may be required to be screened by the U.S. Department of Homeland Security for security badging. A rejection by the U.S. Department of Homeland Security of an applicant's or employee's security badging application, and the resulting inability of the Contractor to hire the applicant or assign the employee to perform services under this Agreement, shall not be considered an Adverse Action under Chapter 12T.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32.4, above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.




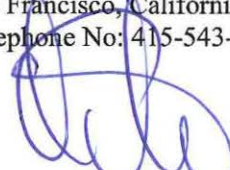

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

**5. Effective Date.** Each of the s set forth in Section 2 shall be effective on and after October 21, 2014.

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

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

<b>CITY</b>	<b>CONTRACTOR</b>
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  John L. Martin, Airport Director	 Authorized Signature
Attest:	Ismael Puga President and Managing Partner of T3 East, Joint Venture Cooper Puga Management, Inc. 65 McCoppin Street San Francisco, California 94103 Telephone No: 415-543-6515
By:  Jean Caramatti, Secretary Airport Commission	 Authorized Signature
Resolution No: 14-0208	
Adopted on: October 21, 2014	
Approved as to Form:	Andrew Petreas Principal and Managing Partner of T3 East, Joint Venture Environmental & Construction Solutions 290 Division Street, Suite 308 San Francisco, California 94103 Telephone No.: 415-934-8790
Dennis J. Herrera City Attorney	
By:  Heather Wolnick Deputy City Attorney	93406 City Vendor Number 46-3971009 Federal Employer ID Number

Attachments:

Appendix B.4, Calculation of Charges



#### Appendix B.4 Calculation of Charges

This Appendix B.4 is attached to, and incorporated by reference in the Agreement made on August 1, 2011 between the City and County of San Francisco, acting by and through its Airport Commission (Commission), and **T3 East, a Joint Venture** (Contractor) providing for construction management oversight and construction management services for Terminal 3 Improvements Program.

##### A. General

1. For the complete and satisfactory performance of the services detailed in Appendix A and Appendix A.1 of this Agreement, the City will pay fees and expenses not-to-exceed **Two Million One Hundred Ten Thousand Dollars (\$2,110,000)** for a total revised not-to-exceed contract amount of **Nine Million Nine Hundred Ninety-Four Thousand Dollars (\$9,994,000)** and for a new end date of November 11, 2015
2. No Change
3. No Change

##### B. Method of Payment

No Change

##### C. Direct Salary Rate and Direct Salary Rate Adjustment

1. No Change
2. No Change
3. The direct labor rates agreed upon at the effective date of the Agreement amendment shall remain effective until November 11, 2015. At least thirty (30) calendar days prior to the expiration date stated in this paragraph C.3, the Contractor may submit to the Airport Project Manager any request for direct labor rate increases for consideration. The submission of a proposed direct labor rate increase by the Contractor does not constitute an agreement by the Commission that any proposed rate increase will be accepted by the Commission.

##### D. Billing Rates

1. No Change

2. No Change

**E. Fee**

No Change

**F. Other Direct Cost (ODC)**

No Change

**G. Approved Maximum Hourly Base Rates**

The following base hourly rates have changed:

<b>CLASSIFICATION</b>	<b>RANGE OF RATES</b>
Senior Construction Manager	\$65 - \$90
Senior Estimator	\$55 - \$80
Estimator	\$35 - \$50
Special Systems Manager	\$80 - \$100

**END OF APPENDIX B.4**