

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

**RECEIVED
ACCOUNTING**

OCT 17 2012

First Amendment

THIS AMENDMENT (this "Amendment") is made as of July 17, 2012, in San Francisco, California, by and between **URS/ECS, 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 period of August 1, 2011 through December 31, 2014; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the duration of the contract and provide additional compensation for the second year of services; and

WHEREAS, Commission approved this Modification 1 pursuant to Resolution Number 12-0164 on July 17, 2012; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract Number PSC #4009-11/12 on August 1, 2011; and

WHEREAS, the Commission desires to modify the Agreement for administrative changes required by recently enacted San Francisco contracting ordinances; 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 1, 2011** 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 add a second year of services from August 2, 2012 through August 31, 2013.

3. Section 4. Services Agrees to Perform of the Agreement is amended to incorporate Appendix A.1.

4. Section 5. Compensation is hereby amended to incorporate Appendix B.1 and to increase the total compensation payable by an amount not to exceed Two Million One Hundred Sixty-three Thousand

Dollars (\$2,163,000) for a new total not to exceed amount of Four Million Three Hundred Eighty-four Thousand Dollars (\$4,384,000).

5. Section 63. Airport Intellectual Property shall be renumbered and the new number is Section 62, Airport Intellectual Property.

6. Section 64. Labor Peace / Card Check Rule shall be renumbered and the new number is Section 63, Labor Peace / Card Check Rule.

7. New Section 64. Default; Remedies is hereby added to the Agreement as follows:

64. Default; Remedies

a. Each of the following shall constitute an event of default (“Event of Default”) under this Agreement:

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

- | | |
|---|---------------------------------------|
| 8. Submitting False Claims; Monetary Penalties. | 36. Drug-free workplace policy |
| 10. Taxes | 52. Compliance with laws |
| 15. Insurance | 54. Supervision of minors |
| 23. Proprietary or confidential information of City | 56. Protection of private information |
| 29. Assignment | 57. Graffiti removal |

2) Contractor 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 days after written notice thereof from City to Contractor.

3) Contractor (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 Contractor or of any substantial part of Contractor’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 Contractor or with respect to any substantial part of Contractor’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 Contractor.

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 Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the

date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor 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.

8. New Section 65. Federal Non-Discrimination Provisions is hereby added to the Agreement, as follows:

65. Federal Non-Discrimination Provisions. Contractor for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that Contractor shall maintain and operate the Airport facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended. Contractor, for itself, its personal representatives, successors in interest, and assigns, agrees that Contractor in its operation at and use of San Francisco International Airport, covenants that (1) no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person on the grounds of race, color, national origin or sex shall be excluded from participation or denied the benefits of, or otherwise be subject to discrimination, (3) that Contractor shall use all City premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A – Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. These Regulations are incorporated as though fully set forth herein. Contractor agrees to include the above statements in any subsequent contract that it enters into with subcontractors and cause those agreements to similarly include the statements, and cause those businesses to include the statements in further agreements.

Failure by the contractor to comply with the requirements of this section is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Airport deems appropriate.

9. Effective Date. This amendment shall be effective on and after August 1, 2012.


10. 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

AIRPORT COMMISSION
CITY AND COUNTY OF
SAN FRANCISCO

By:


John L. Martin, Airport Director

Attest:

By


Jean Caramatti, Secretary
Airport Commission

Resolution No: 12-0164

Adopted on: July 17, 2012

Approved as to Form:

Dennis J. Herrera
City Attorney

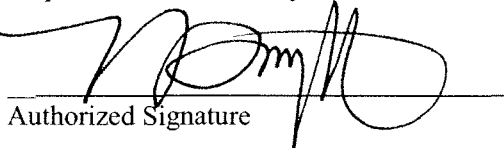
By


Kathryn Lube
Deputy City Attorney

CONTRACTOR

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 34, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.


Authorized Signature

Nicholas A. Smyth
Printed Name

Vice President
Title

URS Corporation, dba URS Corporation
Americas
Company Name

85665
City Vendor Number

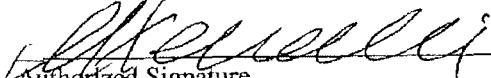
One Montgomery Street, Suite 900
Address

San Francisco, CA 94104
City, State, ZIP

(415) 547-2552
Telephone Number

45-2817692
Federal Employer ID Number

CONTRACTOR


Authorized Signature

Myrto Xenaki, Ph.D.
Printed Name

President
Title

Environmental & Construction Solutions
Company Name

85665
City Vendor Number

290 Division Street, Suite 307
Address

San Francisco, CA 94103
City, State, ZIP

(415) 934-8790
Telephone Number

45-2817692
Federal Employer ID Number



APPENDIX A.1
Services to be provided by Contractor

This Appendix A.1 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 **URS/ECS, a Joint Venture** (Contractor) to perform construction management oversight and construction management services of the Terminal 3 Improvements Program in Terminal 3 ("T3") at the San Francisco International Airport (SFO).

In addition to the services detailed in Appendix A, the Contractor shall provide all labor, material, equipment, services, and supplies necessary to perform the following additional construction management oversight and construction management services:

The scopes of work for the T3 CKPT Project (Project 9048.A) include the following:

Scope A: Boarding Area F (BAF) expanding passenger security checkpoint and queue area in Module 3. Module 4 ticket counters push back, Boarding Area E (BAE) Plaza renovation, including new HVAC, Electrical and Life Safety Systems, and seismic upgrade of the East side of the Terminal.

Scope B: Boarding Area F (BAF) Expanding building out to accommodate program of expanded checkpoint, recompose area, circulation, concessions and holdrooms.

A. SUPPORT SERVICES

1. The Contractor shall coordinate with the Design-Builder all Structural design work using structural design criteria prepared by Contractor and facilitate all available information for Design Builder design work.
2. The Contractor shall provide passenger simulation analysis services for the security screening checkpoints serving Terminal 3 – such analysis shall analyze throughput for various check point alternatives based on flight schedules provided by the Commission.

B. REPORTS

Contractor shall submit written reports as requested by the Airport's Design & Construction Department. Format for the content of such reports shall be determined by the Design & Construction Department. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

C. DEPARTMENT LIAISON

In performing the services provided for in this Agreement, Contractor's liaison with the Airport's Design & Construction Department will be Judi Mosqueda.

- END OF APPENDIX A.1 -



Appendix B.1 Calculation of Charges

This Appendix B.1 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 **URS/ECS, 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.1 of this Agreement, the City will pay fees and expenses not-to-exceed **Two Million One Hundred Sixty-Three Thousand Dollars (\$2,163,000)** for the second year of services.
2. No Changes from Appendix B
3. Compensation for work performed under this Agreement will be on a time and material or lump sum (if approved by the Airport Project Manager) payment basis. Such compensation shall be allowable only to the extent that costs incurred, or otherwise established prices, are consistent with the Federal Cost Principles (Title 48, Code of Federal Regulations, Part 31).

B. Method of Payment

No Changes from Appendix B

C. Direct Salary Rate and Direct Salary Rate Adjustment

1. No Changes from Appendix B
2. Salaried personnel shall be paid on a maximum of 40 hours per week, with no overtime. Salaried personnel assigned to multiple projects shall be paid on a pro-rata share of a 40-hour week. Signed time cards shall be provided showing all assigned projects and the shared calculation. Upon prior approval by the Airport Project Manager, in limited cases, salaried personnel may be compensated and the Contractor may be reimbursed for salaried personnel overtime.
3. The direct labor rates agreed upon at the effective date of the Agreement amendment shall remain effective until June 30, 2013. 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. Billing rates shall be used for reimbursement of the cost portion of this time and material Agreement. Billing rates shall be the sum of approved hourly base rates as set forth in paragraph G below plus indirect cost. Indirect cost rates for **URS Corporation** shall be **121.47% for home office personnel and 100.52% for field office personnel**; for **Environmental & Construction Solutions (ECS)** shall be **115.00%**; for **Saylor Consulting** shall be **143.00%**; for **Chaves & Associates** shall be **131.80%**; and for **Westland Management Solutions** shall be **122.00%**.
2. No Changes from Appendix B

E. Fee

No Changes from Appendix B

F. Other Direct Cost (ODC)

No Changes from Appendix B

G. Approved Hourly Base Rates

CLASSIFICATION	RANGE OF RATES
Administrative CM/PM	\$85 - \$105
Senior Construction Manager	\$65 - \$85
Construction Manager	\$55 - \$75
Senior Construction Inspector	\$50 - \$70
Construction Inspector	\$40 - \$70
Design Manager	\$65 - \$85
Document Control	\$30 - \$50
Engineering Support	\$50 - \$70
Senior Estimator	\$55 - \$75
Estimator	\$40 - \$50
First Source Hiring	\$15 - \$35
Office Engineer	\$40 - \$65
Project Controls Manager	\$65 - \$85
Senior Scheduler	\$55 - \$75
Scheduler	\$40 - \$70
Special Systems Manager	\$55 - \$75

END OF APPENDIX B.1



APPENDIX C.1

[illegible]



Appendix D.1 SUBCONTRACTOR LIST

This is Appendix D.1 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 **URS/ECS, a joint venture** (Contractor) providing for construction management oversight and construction management services for Terminal 3 Improvements Program.

The following is a list of subcontractors who will be participating on the URS/ECS joint venture team for the Terminal 3 Improvements Program:

1. ABA Global, Inc.
2. Chaves & Associates
3. Saylor Consulting
4. Westland Management Solutions
5. HOK
6. The KPA Group
7. LeighFisher
8. Glumac
9. F. W. Associates, Inc.
10. Rolf Jensen & Associates, Inc.
11. Shen Milsom Wilke
12. Subtronic
13. RGA Environmental
14. CPM Services
15. TransSolutions
16. Enernoc