

File No. 151024 Committee Item No. 11
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Date December 9, 2015

Board of Supervisors Meeting Date _____

Cmte Board

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<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
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Completed by: Victor Young Date December 4, 2015
Completed by: Victor Young Date _____

1 [Contract Modification - T3 East, a Joint Venture - Construction Management Services -
2 Airport Terminal 3 Improvement Projects - Not to Exceed \$11,794,000]

3 **Resolution approving the sixth modification to Airport Contract 9048.9, Construction**
4 **Management Services for the Airport Terminal 3 Improvement Projects between T3**
5 **East, a Joint Venture, and the City and County of San Francisco, acting by and through**
6 **its Airport Commission, for a new total not-to-exceed amount of \$11,794,000 with a new**
7 **end date of November 11, 2016, pursuant to Charter, Section 9.118(b); and authorizing**
8 **the Airport Director to negotiate and execute, with Airport Commission approval,**
9 **further modifications for a total amount not to exceed \$12,115,000 and a term end date**
10 **no later than February 1, 2017.**

11
12 WHEREAS, The Terminal 3 Improvement Projects ("Project") is a \$253,000,000 project
13 for the expansion of the existing Terminal 3 central checkpoint and building of approximately
14 52,000 square feet to accommodate three new gates, an enhanced concessions program and
15 unique passenger amenities; and

16 WHEREAS, The Project also includes a seismic upgrade and new of upgraded
17 mechanical, plumbing, and electrical infrastructure; and

18 WHEREAS, By Resolution No. 10-157 dated April 20, 2010, the Airport Commission
19 ("Commission") established a pool list of 10 consultant firms to provide project management
20 and construction management services to support projects of the Airport's 5-year Capital
21 Improvement Program (CIP); and

22 WHEREAS, The term of the pool list was established for 2 years and provided that all
23 firms would be awarded a contract before any one firm was awarded a second contract; and

24 WHEREAS, Airport Staff issued a Request for Proposals ("RFP") for Contract 9048.9,
25 Construction Management Services for the San Francisco International Airport, Terminal 3

1 Improvement Projects ("Contract") on April 1, 2011, to the seven remaining firms in the pool
2 list and on May 9, 2011, the Airport received two proposals; and

3 WHEREAS, By Resolution No. 11-0139 dated June 7, 2011, the Commission
4 authorized Airport staff to enter into negotiations with URS/ECS, a Joint Venture, consisting of
5 URS and and Environmental & Construction Solutions ("ECS") ; and

6 WHEREAS, By Resolution No. 11-0145 dated June 30, 2011, the Commission
7 awarded this Contract to URS/ECS, a Joint Venture, in the amount of \$2,221,000 for the first
8 year of services; and

9 WHEREAS, By Resolution No. 12-0164 dated July 17, 2012, the Commission
10 approved the First Amendment to this Contract to increase the amount to \$4,384,000 and
11 extend the term through August 31, 2013; and

12 WHEREAS, By Resolution No. 13-0158 dated July 23, 2013, the Commission
13 approved the Second Amendment to this Contract to increase the amount to \$5,584,000 and
14 extend the term through February 28, 2014; and

15 WHEREAS, By Resolution No. 13-0231 dated November 12, 2013, the Commission
16 authorized the assignment of this Contract from URS/ECS, a Joint Venture, to T3 East, a Joint
17 Venture, consisting of Cooper Pugeda Management, Inc. and ECS, and approved the Third
18 Amendment to this Contract to increase the amount to \$7,884,000 and extend the term
19 through November 11, 2104; and

20 WHEREAS, By Resolution No. 14-0208 dated October 21, 2014, the Commission
21 approved the Fourth Modification to this Contract to increase the amount to \$9,994,000 and
22 extend the term through November 11, 2015; and

23 WHEREAS, On or about November 1, 2014, Airport staff negotiated an administrative
24 Fifth Modification that was being processed as the Sixth Modification was before the
25 Commission for approval; and

1 WHEREAS, The purpose of this Fifth Modification was to add a subconsultant, but was
2 subsequently cancelled before the modification was fully executed; and

3 WHEREAS, By Resolution No. 15-0144 dated July 7, 2015, the Commission approved
4 the Sixth Modification to the Contract to increase the contract amount to \$11,794,000 and
5 extend the contract through November 11, 2016; and

6 WHEREAS, The Airport Director estimates that the total amount of services to support
7 the Project under this Contract will not exceed \$12,115,000 for a term through February 1,
8 2017; and

9 WHEREAS, San Francisco Charter, Section 9.118(b), provides that the agreements
10 entered into by a department, board, or commission requiring anticipated expenditures by the
11 City and County of ten million dollars or more, shall be subject to approval by the Board of
12 Supervisors by resolution; now, therefore, be it

13 RESOLVED, That the Board of Supervisors hereby approves the Sixth Modification to
14 the Airport Professional Services Contract No. 9048.9, Construction Management Support
15 Services for the Terminal 3 Improvement Projects between T3 East, a Joint Venture and the
16 City and County of San Francisco, acting by and through its Airport Commission, for contract
17 amount not to exceed \$11,794,000 for services through November 11, 2016, copies of which
18 are contained in Board of Supervisors' File No. 151024; and, be it

19 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Airport
20 Director to negotiate and execute, with Airport Commission approval, further amendments to
21 Contract 9048.9 for a total contract amount up to \$12,115,000 with a contract end date of no
22 later than February 1, 2017, provided any future amendment does not change other material
23 terms of the contract; and, be it

1 FURTHER RESOLVED, That within thirty (30) days of the Sixth Modification being fully
2 executed by all parties, the Airport Commission shall provide the final Sixth Modification to the
3 Clerk of the Board for inclusion into the official file.
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Item 11 File 15-1024	Department: San Francisco International Airport (Airport)
EXECUTIVE SUMMARY	
Legislative Objectives	
<ul style="list-style-type: none"> The proposed resolution would approve the sixth amendment to the contract between the San Francisco International Airport (Airport) and T3 East, to continue to provide construction management services for the Airport's Terminal 3 East Improvement Projects. The sixth amendment would increase the total not-to-exceed amount from \$9,994,000 to \$11,794,000, an increase of \$1,800,000, and extend the term of the agreement for one year through November 11, 2016. 	
Key Points	
<ul style="list-style-type: none"> In 2011, the Airport initiated the Terminal 3 East Improvement Project, a \$253,000,000 project to expand the existing Terminal 3 East. In August 2011, the San Francisco Airport Commission awarded a contract to the joint venture of URS Corporation and Environmental & Construction Solutions, (URS/ECS) to perform construction management services to support the Terminal 3 East Improvement Project. The contract has been amended four times since the original contract was executed in 2011. (The fifth amendment was cancelled). 	
Fiscal Impact	
<ul style="list-style-type: none"> The Airport has expended or encumbered \$9,994,000 for construction management services and projects. The additional requested \$1,800,000 is required to continue to provide construction management services for the Terminal 3 East Improvement Project for the additional requested one-year extension. Ms. Geraldine Rayca, Manager of the Airport's Contract Management Unit, states that funds for the requested contract amendment have previously been appropriated by the Board of Supervisors for the Airport's Construction Management contract in the Terminal 3 East Improvement Project budget. 	
Recommendations	
<ul style="list-style-type: none"> Amend the proposed resolution for retroactivity. Approve the proposed resolution, as amended. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

In 2011, the San Francisco International Airport (Airport) initiated the Terminal 3 East Improvement Project (Project), a \$253,000,000 project to expand the existing Terminal 3 East. The Project will provide an additional 52,000 square feet to accommodate three new gates, an enhanced concessions program and passenger amenities, and include a seismic upgrade with new upgraded mechanical, plumbing, and electrical infrastructure, and airport systems. The Project is expected to be completed in December 2016. The Project is part of the Airport's Five-Year Capital Improvement Plan, which is prepared on an annual basis to prioritize capital projects and requirements.

In August 2011, the San Francisco Airport Commission awarded a contract to the joint venture of URS Corporation and Environmental & Construction Solutions, (URS/ECS) to perform construction management services to support the Terminal 3 East Improvement Project. The contract was for a not-to-exceed amount consisting of \$2,221,000 for a term of three years and five months, commencing on August 1, 2011 and expiring on December 31, 2014. The contract has been amended four times since the original contract was executed in 2011. In the 2nd Amendment, Airport staff changed the contract expiration date to August 2013 in order to require project teams to review contracts for performance on an annual basis. A fifth amendment to the contract was drafted, but never executed by the Airport. The original contract and the four amendments were not subject to Board of Supervisors approval because they were for less than \$10 million and 10 years.

Table 1 below shows the changes to the contract in the first through fourth amendments.

Table 1: Summary of Amendments to T3 East Construction Management Contract

Contract and Amendments	Commencement Date	Not-To-Exceed Amount	Expiration Date
Original Contract ^a	8/1/2011	\$2,221,000	12/31/2014
1 st Amendment ^b	8/1/2012	\$4,384,000	8/31/2013
2 nd Amendment	9/1/13	\$5,584,000	2/28/2014
3 rd Amendment ^c	11/12/2013	\$7,884,000	11/11/2014
4 th Amendment	11/12/2014	\$9,994,000	11/11/2015

^a The original contract term was through December 31, 2014 but the contract amount of \$2,221,000 was only for the first year.

^b The first amendment revised the contract term to provide for a 13-month term from August 1, 2012 to August 31, 2013.

^c The third amendment revised the contract term to provide for a 12-month term from November 12, 2013 to November 11, 2014.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the sixth amendment to the contract between the Airport and T3 East¹, to continue to provide construction management services for the Airport's Terminal 3 East Improvement Projects. The sixth amendment would increase the total not-to-exceed amount from \$9,994,000 to \$11,794,000, an increase of \$1,800,000, and extend the term of the agreement for one year through November 11, 2016.

The proposed resolution should be amended to approve the sixth amendment retroactive to November 11, 2015. Due to scheduling constraints, the proposed resolution was unable to be heard by the Board of Supervisors before the contract had expired.

FISCAL IMPACT

The Airport has expended or encumbered \$9,994,000 for construction management services, as shown in Table 2 below.

¹ The 3rd amendment to the contract reassigned the contract from URS/ECS to T3 East, a Joint Venture of Cooper Pugeda Management, Inc. and ECS.

Table 2: Contract Expenditures for T3 East Construction Management Contract

	Labor	Other Direct Costs[1]	Total
Actual Expenditures			
Original	1,922,784	13,470	1,936,254
1st Amendment	2,056,015	31,400	2,087,415
2nd Amendment	1,134,127	11,028	1,145,155
3rd Amendment	2,078,046	68,442	2,146,488
4th Amendment	2,528,688	150,000	2,678,688
Total	9,719,660	274,340	9,994,000
Projected Expenditures			
6th Amendment (subject of the report)	1,422,750	377,250	1,800,000
Total Actual and Projected Expenditures	11,142,410	651,590	11,794,000

The additional requested \$1,800,000 is required to continue to provide construction management services for the Terminal 3 East Improvement Project for the additional requested one-year extension. Ms. Geraldine Rayca, Manager of the Airport's Contract Management Unit, states that funds for the requested contract amendment have previously been appropriated by the Board of Supervisors for the Airport's Construction Management contract in the Terminal 3 East Improvement Project budget.

RECOMMENDATIONS

1. Amend the proposed resolution for retroactivity.
2. Approve the proposed resolution, as amended.



San Francisco International Airport

August 18, 2015

Ms. Angela Calvillo
Clerk of the Board
Board of Supervisors
City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

RECEIVED
BOARD OF SUPERVISORS
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Subject: Contract Amendment – T3 East, a Joint Venture – Construction Management Services for the Airport Terminal 3 Improvement Projects – Not-to-Exceed \$12,115,000

Dear Ms. Calvillo:

Pursuant to Section 9.118 of the City Charter, I am forwarding for the Board of Supervisor's approval, a contract between the City and County of San Francisco, by and through its Airport Commission ("Commission") and T3 East, a Joint Venture, for Construction Management Support Services. This contract was originally estimated to be under \$10 million, but will now exceed the threshold of Section 9.118. The current awarded amount of the Contract is \$11,794,000 for the services through November 11, 2016 with an overall estimated contract amount not to exceed \$12,115,000 for services through February 1, 2017.

The Commission awarded this contract by Resolution 11-0145 on June 30, 2011 to URS/ECS, a Joint Venture; approved the First Amendment by Resolution 12-0164 on July 17, 2012; and approved the Second Amendment by Resolution 12-0158 on July 23, 2013. The Commission authorized the assignment of this contract from URS/ECS, a Joint Venture, to T3 East, a Joint Venture, consisting of Cooper Pugeda Management, Inc. and Environmental & Construction Solutions (ECS) and approved the Third Amendment by Resolution 13-0231 on November 12, 2013. The Commission approved the Fourth Modification to the contract by Resolution 14-0208 on October 21, 2014.

An administrative contract modification, the Fifth Modification, was negotiated by the Airport staff to add a subconsultant, but this Fifth Modification was cancelled before it was fully executed.

By Resolution 15-0144 dated July 7, 2015; the Commission adopted the Sixth Contract Modification to this contract. The Commission authorized a not-to-exceed amount of \$11,794,000 for services through November 11, 2016. The Airport Director estimates that the total value of this contract will not exceed \$12,115,000 for services through February 1, 2017.

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

LARRY MAZZOLA
PRESIDENT

LINDA S. CRAYTON
VICE PRESIDENT

ELEANOR JOHNS

RICHARD J. GUGGENHIME

PETER A. STERN

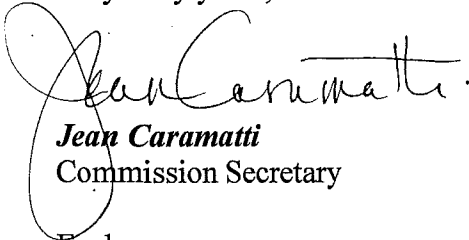
JOHN L. MARTIN
AIRPORT DIRECTOR

The original and two (2) sets of the following documents are enclosed for review:

- Board of Supervisors Resolution;
- Adopted Airport Commission Resolution No. 11-0145;
- Adopted Airport Commission Resolution No. 12-0164;
- Adopted Airport Commission Resolution No. 13-0158;
- Adopted Airport Commission Resolution No. 13-0231;
- Adopted Airport Commission Resolution No. 14-0208;
- Adopted Airport Commission Resolution No. 15-0144;
- Form SFEC-126 for the Board of Supervisors;
- Form SFEC-126 for Mayor Lee; and
- Copy of Airport Contract No. 9048.9 with URS Corporation and Environmental & Construction Solutions, a Joint Venture (URS/ECS) for Construction Management Support Services
- Certified First Amendment
- Certified Second Amendment
- Certified Third Amendment with Assignment and Assumption Agreement with Novation to T3 East, a Joint Venture
- Certified Fourth Modification
- Cancelled Fifth Modification
- Sixth Modification

Please contact Cathy Widener, Airport Governmental Affairs Manager at (650) 821-5023 if you have questions or concerns regarding this matter.

Very truly yours,



Jean Caramatti
Commission Secretary

Enclosures

Cc: Cathy Widener
Claudia Luquin
Geri Rayca



San Francisco International Airport

MEMORANDUM

July 7, 2015

TO: AIRPORT COMMISSION
Hon. Larry Mazzola, President
Hon. Linda S. Crayton, Vice President
Hon. Eleanor Johns
Hon. Richard J. Guggenheimer
Hon. Peter A. Stern

FROM: Airport Director

SUBJECT: Approval of Modification No. 6 to Professional Services Contract No. 9048.9,
Construction Management Services for the Terminal 3 Improvement Projects

DIRECTOR'S RECOMMENDATION: APPROVE MODIFICATION NO. 6 TO PROFESSIONAL SERVICES CONTRACT NO. 9048.9, CONSTRUCTION MANAGEMENT SERVICES FOR THE TERMINAL 3 EAST IMPROVEMENT PROJECTS, WITH T3 EAST, A JOINT VENTURE, IN AN AMOUNT NOT TO EXCEED \$1,800,000 WITH A NEW CONTRACT AMOUNT OF \$11,794,000 FOR SERVICES THROUGH NOVEMBER 11, 2016

Executive Summary

Transmitted herewith for your approval is a proposed Resolution approving Modification No. 6 to Professional Services Contract No. 9048.9, Construction Management Services for the Terminal 3 Improvement Projects, with T3 East, a Joint Venture, in an amount not to exceed \$1,800,000 with a new contract amount of \$11,794,000 for services through November 11, 2016.

The Terminal 3 Improvement Projects (Project) is a \$253 million project for the expansion of the existing Terminal 3 central checkpoint, and a building expansion of approximately 52,000 square feet to accommodate three gates, an enhanced concessions program and unique passenger amenities. The Project also includes a seismic upgrade and upgraded or new mechanical, plumbing, and electrical infrastructure.

This Contract provides Construction Management Services for the Project. Services include construction management, resident engineering, office engineering, cost estimating, field inspection, and general contract administration.

Modification No. 6 provides for the next year of services through November 11, 2016.

Background

On June 30, 2011, by Resolution No. 11-0145, the Commission awarded a contract to URS/ECS, a Joint Venture, for Construction Management Services in an amount not to exceed \$2,221,000 for the first year of services. On July 17, 2012, by Resolution No. 12-0164, the Commission amended this Contract in an amount not to exceed \$2,163,000 for the second year of services.

THIS PRINT COVERS CALENDAR ITEM NO. 4

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

LARRY MAZZOLA
PRESIDENT

LINDA S. CRAYTON
VICE PRESIDENT

ELEANOR JOHNS

RICHARD J. GUGGENHIME

PETER A. STERN

JOHN L. MARTIN
AIRPORT DIRECTOR

July 7, 2015

On July 23, 2013, by Resolution No. 13-0158, the Commission amended this Contract in an amount not to exceed \$1,200,000 for six months of services through February 28, 2014.

On November 12, 2013, by Resolution No. 13-0231, the Commission authorized the assignment of this Contract from URS/ECS, a Joint Venture, to T3 East, A Joint Venture of Cooper Puga Management, Inc. and Environmental & Construction Solutions (Consultant) and authorized Modification No. 3 in an amount not to exceed \$2,300,000 for the next year of services through November 11, 2014. On October 21, 2014, by Resolution No. 14-0208, the Commission amended this Contract in an amount not to exceed \$2,110,000 for the next year of services through November 11, 2015 for a new contract amount not to exceed \$9,994,000.

Administrative Modification No. 5 was executed by Staff to add one additional sub consultant to the Contract to supplement construction management services. This Administrative Modification No. 5 did not alter the Contract amount or duration.

This Modification No. 6 is for the next year of services, in an amount of \$11,794,000 through November 11, 2016. Continued services to be provided include construction management, resident engineering, office engineering, cost estimating, field inspection, general contract administration, and general project management support services in support of ongoing construction activities. Staff and Consultant have reached agreement on scope, staffing and fee for the next year of services.

The full estimated contract cost is \$12,115,000, and full estimated contract duration is through February 1, 2017. Since the contract is now anticipated to exceed \$10 million, pending Commission Authorization, the Airport will seek Board of Supervisors' approval as required by San Francisco Charter Section 9.118(b) for the full estimated contract cost and duration.

The City's Contract Monitoring Division has approved an 18% Local Business Enterprise sub consultant participation goal for this Contract and T3 East, a Joint Venture, has committed to meeting this goal.

Recommendation

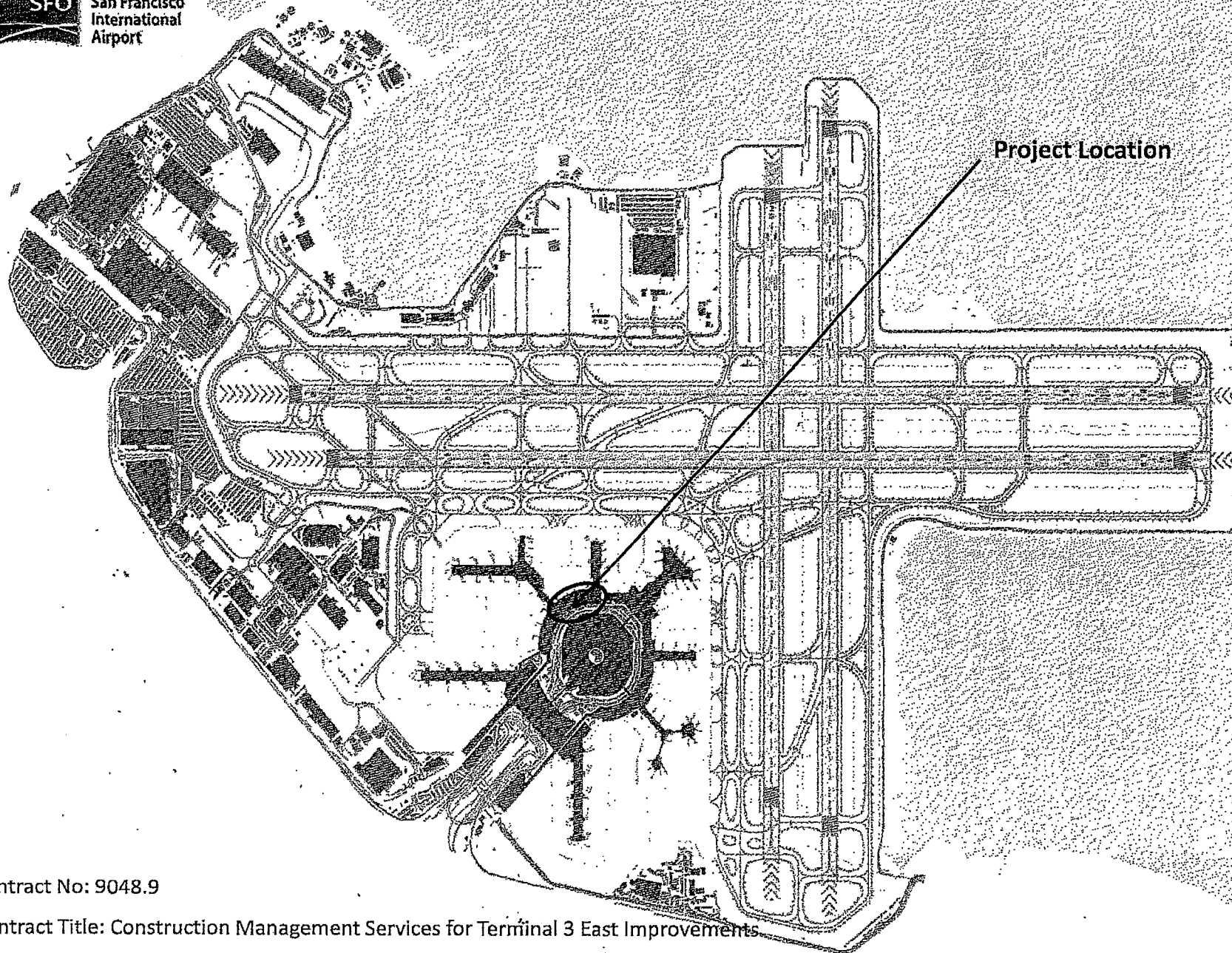
Based on the above, I recommend that the Commission approve Modification No. 6 to Professional Services Contract No. 9048.9, Construction Management Services for the Terminal 3 Improvement Projects, with T3 East, a Joint Venture, in an amount not to exceed \$1,800,000 for a new contract amount of \$11,794,000 and with a new contract duration through November 11, 2016.



John L. Martin
Airport Director

Prepared by: Geoffrey W. Neumayr
Deputy Airport Director
Design & Construction

Attachments



Contract No: 9048.9

Contract Title: Construction Management Services for Terminal 3 East Improvements

AIRPORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO
RESOLUTION NO. **15-0144**

APPROVAL OF MODIFICATION NO. 6 TO PROFESSIONAL SERVICES CONTRACT NO. 9048.9, CONSTRUCTION MANAGEMENT SERVICES FOR THE TERMINAL 3 IMPROVEMENT PROJECTS WITH T3 EAST, A JOINT VENTURE, IN AN AMOUNT NOT TO EXCEED \$1,800,000 WITH A NEW CONTRACT AMOUNT OF \$11,794,000 FOR SERVICES THROUGH NOVEMBER 11, 2016.

WHEREAS, on June 30, 2011, the Commission awarded Professional Services Contract No. 9048, Construction Management Services for the Terminal 3 Improvement Projects, to URS/ECS, a Joint Venture in amount not to exceed \$2,221,000 for the first year of services through August 1, 2012; and

WHEREAS, by various Resolutions, the Commission has approved Modification Nos. 1 through 4 to provide for contract time extensions tied to the scope and schedule of the Terminal 3 Improvement Projects, and the assignment of the Contract from URS/ECS, a Joint Venture, to T3 East, a Joint Venture. The current contract not-to-exceed amount is \$9,994,000 with a contract duration through November 11, 2015; and

WHEREAS, Staff has executed Administrative Modification No. 5 to add one additional sub consultant to supplement construction management services, with no change to the contract amount and duration; and

WHEREAS, Staff and T3 East, a Joint Venture have reached agreement on scope, staffing and fee for one additional year of services through November 11, 2016; and

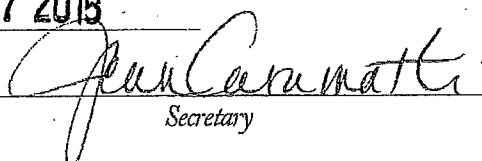
WHEREAS, the City's Contract Monitoring Division has approved a Local Business Enterprise sub consultant participation goal of 18% for this Contract, and T3 East, a Joint Venture has committed to meeting that goal; now, therefore, be it

RESOLVED, that the Commission hereby approves Modification No. 6 to Professional Services Contract No. 9048.9, Construction Management Services for the Terminal 3 Improvement Projects, with T3 East, a Joint Venture, in an amount not to exceed \$1,800,000 with a new contract amount of \$11,794,000 for services through November 11, 2016; and, therefore, be it further

RESOLVED, that the Commission directs the Commission Secretary to seek Board of Supervisors' approval for Airport Contract No. 9048.9, Construction Management Services for Terminal 3 East Improvement Projects, with T3 East, A Joint Venture in conformance with San Francisco Charter Section 9.118(b).

I hereby certify that the foregoing resolution was adopted by the Airport Commission

at its meeting of JUL 07 2015


Secretary



San Francisco International Airport

14-0208

MEMORANDUM

October 21, 2014

TO: AIRPORT COMMISSION
Hon. Larry Mazzola, President
Hon. Linda S. Crayton, Vice President
Hon. Eleanor Johns
Hon. Richard J. Guggenheimer
Hon. Peter A. Stern

FROM: Airport Director

SUBJECT: Modification No. 4 to Contract No. 9048.9, Construction Management (CM) Services for Terminal 3 East Improvements

DIRECTOR'S RECOMMENDATION: APPROVE MODIFICATION NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT, CONTRACT NO. 9048.9, CM SERVICES FOR TERMINAL 3 EAST IMPROVEMENTS PROJECT WITH T3 EAST, A JOINT VENTURE OF COOPER PUGEDA MANAGEMENT, INC. (CPM)/ENVIRONMENTAL & CONSTRUCTION SOLUTIONS (ECS), TO INCREASE THE NOT-TO-EXCEED AMOUNT BY \$2,110,000 FOR A NEW CONTRACT AMOUNT NOT TO EXCEED \$9,994,000, AND TO EXTEND THE DURATION OF CONTRACT 9048.9 FOR ANOTHER YEAR TO NOVEMBER 11, 2015.

Executive Summary

Transmitted herewith for your approval is a proposed resolution to approve Modification No. 4 to Contract No. 9048.9, CM Services for the Terminal 3 East Improvements Project. This modification provides for an annual renewal of the contract to extend services through November 11, 2015 and to increase the not-to-exceed amount by \$2,110,000 for a new contract amount not to exceed \$9,994,000.

The Terminal 3 East Improvements ("Project") includes the renovation and expansion of the existing eastern portion of Terminal 3. This modification will provide for the required construction management services for an additional year in support of the Project.

Background

On June 30, 2011, by Resolution No. 11-0145, the Commission awarded this professional services agreement Contract No. 9048.9, Construction Management (CM) Services for Terminal 3 East Improvements Project, to URS/ECS, a Joint Venture, in an amount not to exceed \$2,221,000 for the first year of services.

On July 17, 2012, by Resolution No. 12-0164, the Commission authorized Modification No.1 to Contract No. 9048.9 to increase the not-to-exceed amount by \$2,163,000, for the second year of services.

On July 23, 2013, by Resolution No. 13-0158, the Commission authorized Modification No.2 to Contract No. 9048.9 to increase the not-to-exceed amount by \$1,200,000, for the first 6 month period of the third year of services.

On November 12, 2013, by Resolution No. 13-0231, the Commission authorized the assignment of professional services agreement for Contract No. 9048.9, Construction Management Services for the Project, from URS/ECS, A Joint Venture to T3 East, A Joint Venture ("Consultant") and authorized Modification No. 3 to increase the not-to-exceed amount by \$2,300,000 for the remaining six month period of the third year of services.

The design has been completed for the Project, and the final scope of the project is now fully identified. The Project is scheduled to be substantially completed in November of 2015. Staff and Consultant have reached agreement on scope, staffing and fee for the fourth year of services through November 11, 2015. Staff proposes to modify the

THIS PRINT COVERS CALENDAR ITEM NO. 4

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

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VICE PRESIDENT

ELEANOR JOHNS

RICHARD J. GUGGENHIME

PETER A. STERN

JOHN L. MARTIN
AIRPORT DIRECTOR

contract to increase the not-to-exceed amount by \$2,110,000.

Staff is forecasting a final cost for construction management services of \$10,600,000, with a total duration of 57 months. Since the final contract amount will exceed \$10,000,000, pending Commission approval, the Airport will seek Board of Supervisors' approval as required by San Francisco Charter Section 9.118(b) for the full estimated costs of the final contract amount and duration.

The City's Contract Monitoring Division (CMD) has approved an 18% Local Business Enterprise (LBE) subconsultant participation goal for this contract. T3 East, a Joint Venture, has committed to meeting the goal.

Recommendation

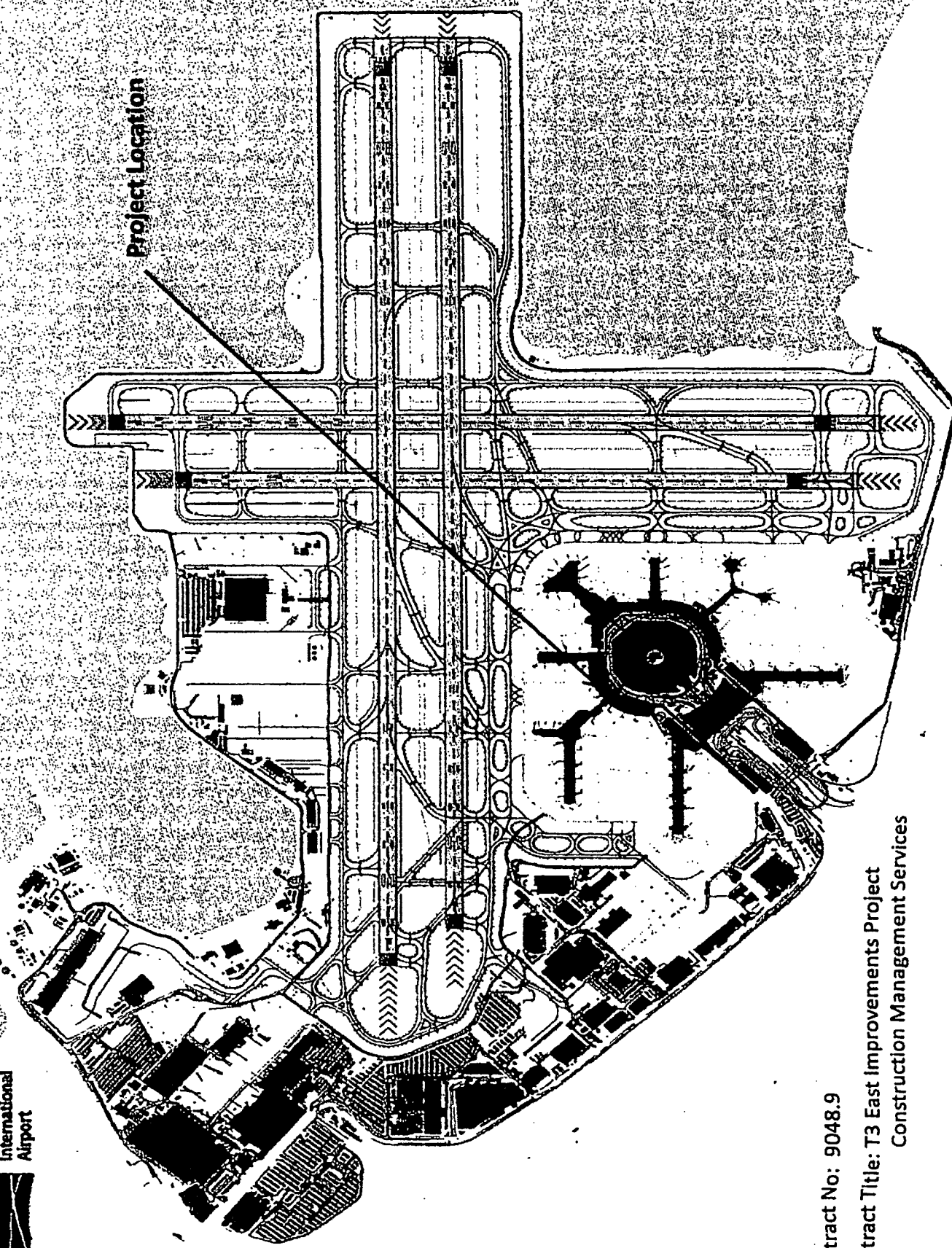
Based on the above, I recommend that the Commission approve the proposed resolution to approve Modification No. 4 to the professional services agreement, Contract No. 9048.9, Construction Management Services for Terminal 3 East Improvement Project, to increase the not-to-exceed amount by \$2,110,000, for a new total contract amount not to exceed \$9,994,000, and extend the contract duration to November 11, 2015.



John L. Martin
Airport Director

Prepared by: Geoffrey W. Neumayr
Deputy Airport Director
Design & Construction

Attachments



Project Location

Contract No: 9048.9
Contract Title: T3 East Improvements Project
Construction Management Services

AIRPORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO
RESOLUTION NO. 14-0208

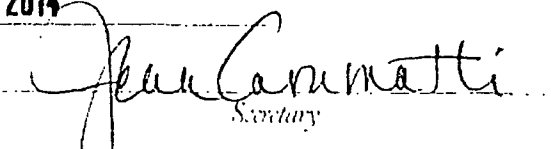
**MODIFICATION NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT,
CONTRACT NO. 9048.9, CONSTRUCTION MANAGEMENT SERVICES FOR
TERMINAL 3 IMPROVEMENT PROJECT, WITH CPM/ECS, T3 EAST, A JOINT
VENTURE, TO INCREASE THE NOT-TO-EXCEED AMOUNT BY \$2,110,000 FOR A
NEW CONTRACT AMOUNT NOT TO EXCEED \$9,994,000, AND EXTEND THE
CONTRACT DURATION TO NOVEMBER 11, 2015.**

- WHEREAS, on June 30, 2011, by Resolution No. 11-0145, the Commission awarded professional services agreement Contract No. 9048.9, Construction Management (CM) Services for Terminal 3 East Improvements Project, to URS/ECS, a Joint Venture, in an amount not to exceed \$2,221,000 for the first year of services; and
- WHEREAS, on July 17, 2012, by Resolution No. 12-0164, the Commission authorized Modification No.1 to Contract No. 9048.9 to increase the not-to-exceed amount by \$2,163,000, for the second year of services; and
- WHEREAS, on July 23, 2013, by Resolution No. 13-0158, the Commission authorized Modification No.2 to Contract No. 9048.9 to increase the not-to-exceed amount by \$1,200,000, for the first 6 month period of the third year of services; and
- WHEREAS, on November 12, 2013, by Resolution No. 13-0231, the Commission authorized the assignment of professional services agreement for Contract No. 9048.9, Construction Management Services for the Project, from URS/ECS, A Joint Venture to T3 East, A Joint Venture ("Consultant") and authorized Modification No. 3 to increase the not-to-exceed amount by \$2,300,000 for the remaining six month period of the third year of services; and
- WHEREAS, Staff is forecasting a final cost for CM Services of \$10,600,000. Since the contract will exceed \$10,000,000, pending Commission approval, the Airport will seek Board of Supervisors' approval as required by San Francisco Charter Section 9.118(b) for the full estimated costs of the final contract amount and duration; and
- WHEREAS, the City's Contract Monitoring Division (CMD) has approved an 18% Local Business Enterprise (LBE) subconsultant participation goal for this contract. Consultant has committed to meeting the goal; now, therefore be it
- RESOLVED, that the Commission approves Modification No. 4 to the professional services agreement, Contract No. 9048.9, Construction Management Services for Terminal 3 East Improvement Project, to increase the not-to-exceed amount by \$2,110,000, for a new total contract amount not to exceed \$9,994,000, and extend the contract duration to November 11, 2015.

I hereby certify that the foregoing resolution was adopted by the Airport Commission

at its meeting of _____

OCT 21 2014


Secretary

MEMORANDUM

November 12, 2013

TO: AIRPORT COMMISSION
Hon. Larry Mazzola, President
Hon. Linda S. Crayton, Vice President
Hon. Eleanor Johns
Hon. Richard J. Guggenheimer
Hon. Peter A. Stern

FROM: Airport Director

SUBJECT: Assignment of Contract No. 9048.9, Construction Management Services for Terminal 3 Improvement Projects and Modification No. 3

DIRECTOR'S RECOMMENDATION: APPROVE ASSIGNMENT OF THE PROFESSIONAL SERVICES AGREEMENT, CONTRACT NO. 9048.9, CONSTRUCTION MANAGEMENT SERVICES FOR TERMINAL 3 IMPROVEMENT PROJECTS FROM URS/ECS, A JOINT VENTURE, TO T3 EAST, A JOINT VENTURE, AND APPROVE MODIFICATION NO. 3 FOR AN ANNUAL RENEWAL, IN AN AMOUNT NOT TO EXCEED \$2,300,000 FOR A NEW CONTRACT AMOUNT OF \$7,884,000, AND WITH A TIME EXTENSION TO NOVEMBER 11, 2014.

Executive Summary

Transmitted herewith for your approval is a proposed Resolution authorizing Modification No. 3 to Contract No. 9048.9, Construction Management Services for Terminal 3 Improvement Projects. This modification provides for an annual renewal of Contract 9048.9, in an amount not to exceed \$2,300,000 for a new contract amount not to exceed \$7,884,000, for services through November 11, 2014.

In addition, URS/ECS, a Joint Venture (URS/ECS) has requested approval to assign its rights and obligations under Contract No. 9048.9 to a new joint venture, T3 East, a Joint Venture. T3 East is a joint venture of Cooper Pineda Management, Inc. (CPM) and Environmental & Construction Solutions (ECS). CPM is currently a subconsultant to URS/ECS.

Background

On June 30, 2011, by Resolution No. 11-0145, the Commission awarded a construction management contract to URS/ECS, a Joint Venture, to provide construction management services for the proposed \$25 million Terminal 3 Improvements project for the expansion of the existing central checkpoint and a building expansion of approximately 10,000 square feet. The contract included services to develop a Request for Qualifications and Request for Proposal (RFQ/RFP) "bridging document" for the procurement of a design-build team, as well as full construction management (CM) services during implementation.

Based on the results of the Programming and Planning Study and Report, further analysis of the existing infrastructure, and a review of program requirements with Airport and Airline Stakeholders, it was determined that re-scoping of the Terminal 3 project was required. Specifically, the Airport re-visioned the Terminal 3 project to meet the standard set in Terminal 2, to provide for a renewed facility with a 40-year useful life, including seismic upgrade, and to provide for sufficient capacity to meet the anticipated passenger forecast demand by year 2025. As a result, the total project budget was increased to \$208 million, and the CM budget was increased to \$8,200,000.

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

THIS PRINT COVERS CALENDAR ITEM NO. 3

EDWIN M. LEE
MAYORLARRY MAZZOLA
PRESIDENTLINDA S. CRAYTON
VICE PRESIDENT

ELEANOR JOHNS

RICHARD J. GUGGENHIME

PETER A. STERN

JOHN L. MARTIN
AIRPORT DIRECTOR

The previous Modification No. 2 authorized six (6) months of services while URS/ECS restructured the team to provide services necessary for the expanded project. URS Corporation has since requested that it be able to assign the Contract in order to align expectations of required services with the Airport. Staff is agreeable to this and is requesting approval of the assignment of Contract No. 9048.9 to CPM and ECS, hereafter referred to as T3 East, a Joint Venture. ECS is an original member of the URS/ECS joint venture. CPM is a subconsultant under the URS/ECS joint venture. T3 East has provided Airport staff with its Joint Venture Agreement. The effective date of the new T3 East joint venture is estimated to be November 12, 2013; however, the assignment is conditional on T3 East, a Joint Venture providing the necessary business registration and insurance certificates as required under the contract. A transition period is proposed for November 1, 2013 through November 12, 2013 so that pertinent project information can be provided to the new team. The subconsultant team minus CPM will be unaffected by this assignment.

For services under T3 East, a Joint Venture, Staff proposes to increase the contract by an amount not to exceed \$2,300,000, for a new contract amount of \$7,884,000, based on providing appropriate staffing levels through November 11, 2014.

The Project Management/Construction Management Team will continue to be comprised of both Consultant staff and Airport staff. The Airport is providing project managers and construction inspectors. T3 East, a Joint Venture, will provide a construction manager, resident engineer, design manager, MEP coordinator, office engineers and administrative staff, and other specialty construction management staffing as required.

The City's Contract Monitoring Division (CMD) approved an 18% LBE subconsultant participation goal for this contract. T3 East, a Joint Venture, is committed to meeting the approved goal.

Recommendation

Based on the above, I recommend that the Commission approve this Modification No. 3 to the professional services agreement, Contract No. 9048.9, Construction Management Services for Terminal 3 Improvement Projects, increasing the not-to-exceed amount by \$2,300,000, for a new total contract amount not to exceed \$7,884,000, and extending the contract duration to November 11, 2014. I further recommend that the Commission approve the assignment of Contract No. 9048.9 to T3 East, a Joint Venture.

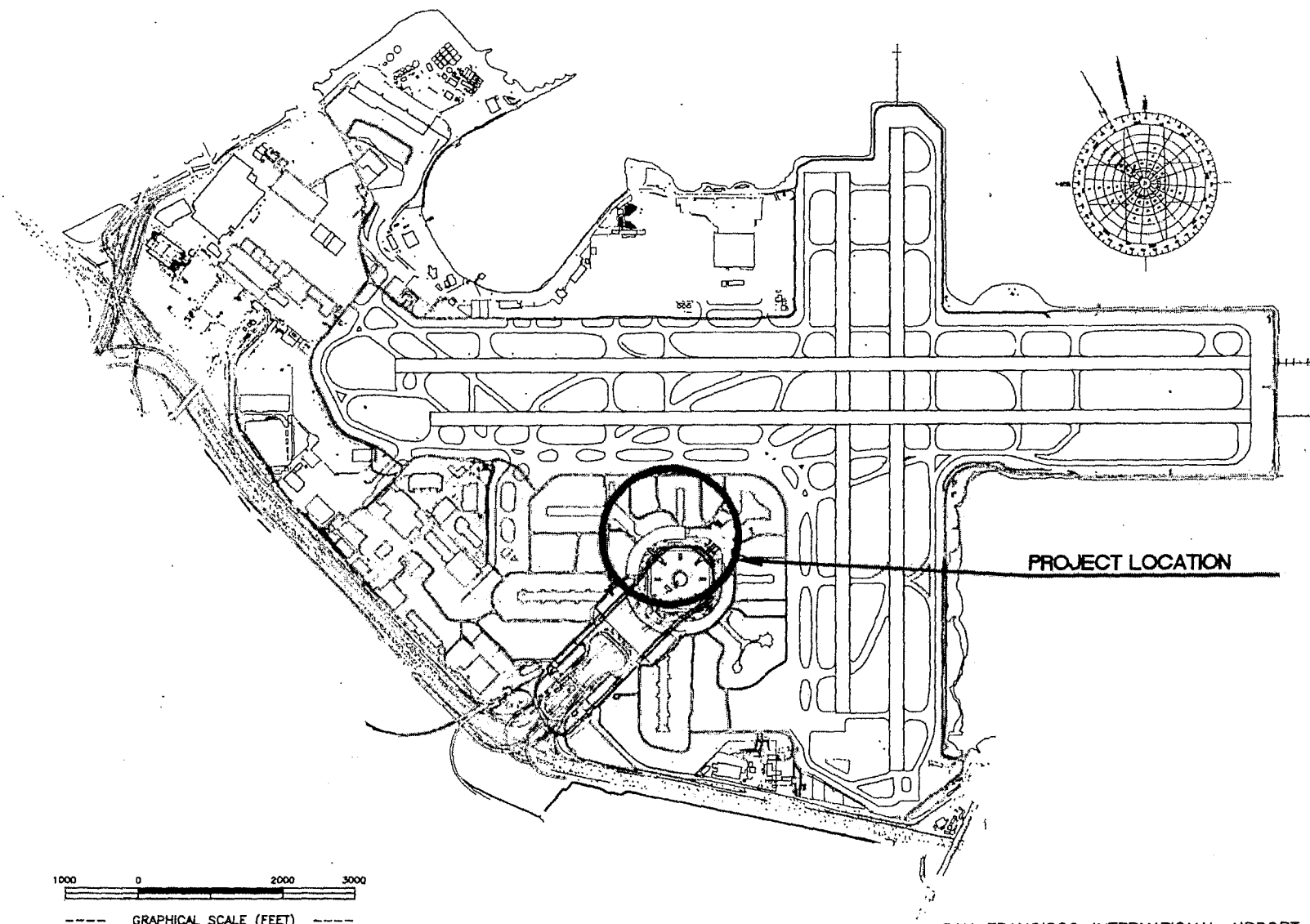


John D. Martin
Airport Director

Prepared by: Ivar Satero
Deputy Airport Director
Design, Construction & Technology

Attachments

AIRPORT CONTRACT No. 9048.9
TERMINAL 3 IMPROVEMENTS PROJECTS



Prepared by: Airport Development and Technology Division
Ivar Satero - Deputy Airport Director
July 2013

SAN FRANCISCO INTERNATIONAL AIRPORT
CITY AND COUNTY OF SAN FRANCISCO
AIRPORT COMMISSION
John L. Martin - Airport Director

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 13-0231

ASSIGNMENT OF THE PROFESSIONAL SERVICES AGREEMENT, CONTRACT NO. 9048.9, CONSTRUCTION MANAGEMENT SERVICES FOR TERMINAL 3 IMPROVEMENT PROJECTS, TO T3 EAST, A JOINT VENTURE, AND MODIFICATION NO. 3 IN AN AMOUNT NOT TO EXCEED \$2,300,000 FOR A NEW CONTRACT AMOUNT NOT TO EXCEED \$7,884,000, AND WITH A TIME EXTENSION TO NOVEMBER 11, 2014.

WHEREAS, on June 30, 2011, by Resolution No. 11-0145, the Commission awarded Contract No. 9048.9, Construction Management Services for Terminal 3 Improvement Projects, to URS/ECS, a Joint Venture, in an amount not to exceed \$2,221,000 for the first year of services, from August 2011 to August 2012; and

WHEREAS, on July 17, 2012, by Resolution No. 12-0164, the Commission amended Contract No. 9048.9 for an amount not to exceed \$2,163,000 for the second year of services, from August 2012 to August 2013; and

WHEREAS, on July 23, 2013, by Resolution No. 13-0158, the Commission amended Contract No. 9048.9 for an amount not to exceed \$1,200,000 for an additional six (6) months of services through February 28, 2014; and

WHEREAS, Staff is recommending that Contract No. 9048.9 be assigned to T3 East, a Joint Venture, made up of Cooper Puga Management, Inc. and Environmental & Construction Solutions, Inc. effective November 12, 2013, allowing for a transition period from November 1, 2013 to November 12, 2013; and

WHEREAS, Staff and T3 East, a Joint Venture, have reached an agreement regarding scope, staffing and fee, and Staff proposes to increase the not-to-exceed amount by \$2,300,000 for a new total contract amount not to exceed \$7,884,000 and to extend the contract duration to November 11, 2014; now, therefore be it


RESOLVED, that the Commission approves the assignment of Contract No. 9048.9, Construction Management Services for Terminal 3 Improvement Projects, to T3 East, a Joint Venture, effective November 12, 2013 or as soon thereafter as T3 East, a Joint Venture is able to comply with the business registration and insurance requirements of the contract; and, be it further

RESOLVED, that the Commission authorizes Modification No. 3 to the professional services agreement, Contract No. 9048.9, Construction Management Services for Terminal 3 Improvement Projects, increasing the not-to-exceed amount by \$2,300,000, for a new total contract amount not to exceed \$7,884,000, and extending the contract duration to November 11, 2014.

I hereby certify that the foregoing resolution was adopted by the Airport Commission

NOV 12 2013

at its meeting of _____


Secretary



San Francisco International Airport

13-0158

MEMORANDUM

July 23, 2013

TO: AIRPORT COMMISSION
Hon. Larry Mazzola, President
Hon. Linda S. Crayton, Vice President
Hon. Eleanor Johns
Hon. Richard J. Guggenheimer
Hon. Peter A. Stern

FROM: Airport Director

SUBJECT: Modification No. 2 to Contract No. 9048.9, Construction Management Services for the Terminal 3 Improvements Projects

DIRECTOR'S RECOMMENDATION: APPROVE MODIFICATION NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT, CONTRACT NO. 9048.9, CONSTRUCTION MANAGEMENT SERVICES FOR TERMINAL 3 IMPROVEMENT PROJECTS, WITH URS/ECS, A JOINT VENTURE, IN AN AMOUNT NOT TO EXCEED \$1,200,000, FOR A NEW TOTAL CONTRACT AMOUNT NOT TO EXCEED \$5,584,000 AND TO EXTEND THE DURATION OF CONTACT 9048.9 BY SIX MONTHS TO FEBRUARY 28, 2014.

Executive Summary

On April 1, 2011, Airport staff issued a request for proposal (RFP) to provide construction management services for Terminal 3 Improvement Projects to the seven "pool list" firms established by the Commission on April 20, 2010, under Resolution No. 10-0157.

On June 30, 2011, by Resolution No. 11-0145, the Commission awarded the professional services agreement, Contract No. 9048.9, Construction Management Services for Terminal 3 Improvement Projects, to URS/ECS, a Joint Venture (Consultant), in an amount not to exceed \$2,221,000 for the first year of services.

On July 17, 2012, by Resolution No. 12-0164, the Commission amended Contract No. 9048.9 for Construction Management Services for the Terminal 3 Improvement Projects, with Consultant in an amount not to exceed \$2,163,000 for the second year of services.

Transmitted herewith for your approval, is a proposed Resolution authorizing Modification No. 2 to Contract No. 9048.9, to provide for a renewal of six (6) months of services for a contract extension to February 28, 2014 and to increase the not-to-exceed amount by \$1,200,000 for a new total contract amount not to exceed \$5,584,000.

Background

On June 30, 2011, by Resolution No. 11-0145, the Commission awarded a construction management contract to URS/ECS, a Joint Venture to provide construction management services for the proposed \$25 million Terminal 3 improvements project for the expansion of the existing checkpoint in Module 3 (Mod 3) and a building expansion of approximately 10,000 SF. The contract included services to develop a Request for Qualifications and Request for Proposal (RFQ/RFP) "bridging document" for the procurement of a design-builder team, as well as full construction management (CM) services during implementation.

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

THIS PRINT COVERS CALENDAR ITEM NO. 4

EDWIN M. LEE
MAYOR

LARRY MAZZOLA
PRESIDENT

LINDA S. CRAYTON
VICE PRESIDENT

ELEANOR JOHNS

RICHARD J. GUGGENHIME

PETER A. STERN

JOHN L. MARTIN
AIRPORT DIRECTOR

Based on the results of the Programming and Planning Study and Report, further analysis of the existing infrastructure, and a review of program requirements with Airport and Airline Stakeholders, it was determined that re-scoping of the Terminal 3 project was required. Specifically, the Airport re-visioned the Terminal 3 project to meet the standard set in Terminal 2, to provide for a renewed facility with a 40-year useful life, including seismic upgrade, and to provide for sufficient capacity to meet the anticipated passenger forecast demand by year 2025. As a result, the total project budget was increased to \$208 million.

As a result of the expanded scope of work, additional CM services are required, both to provide for the proper oversight of the larger project, as well as to accommodate the longer schedule for construction. Staff is forecasting a final cost for construction management services of \$7,750,000, with a total duration of 30 months.

The Consultant's prior services have not met expectations, and Staff has requested that the Consultant restructure the team to address performance issues. The Consultant has made staffing changes to address the Airport's concerns. Therefore, Staff and Consultant have reached an agreement on scope, staffing, and fee for the next six months instead of one year. Staff is recommending only a six month renewal of the contract to more closely evaluate the effectiveness of the revised staffing. Before the end of the proposed new renewal period, Staff will report back to the Commission on performance, and recommend whether or not to continue to extend the contract further. For the 6-month renewal, Staff proposes to increase the contract by an amount not to exceed \$1,200,000 based on providing appropriate staffing levels through February 2014.

The Project Management/Construction Management Team will continue to be comprised of both Consultant staff and Airport staff. The Airport is providing project managers and construction inspectors. The Consultant is providing a construction manager/resident engineer, design manager, MEP coordinator, office engineering and administrative staff, and other specialty construction management services as required.

The City's Contract Monitoring Division (CMD) approved an 18% LBE subconsultant participation goal for this contract. The Consultant is currently achieving 15% LBE participation, but is committed to meeting the approved goal.

Recommendation

Based on the above, I recommend that the Commission approve this Modification No. 2 to the professional services agreement, Contract No. 9048.9, Construction Management Services for Terminal 3 Improvement Projects, increasing the not-to-exceed amount by \$1,200,000, for a new total contract amount not to exceed \$5,584,000, and renewing the contract for a period of six (6) months of services, for a contract time extension to February 28, 2014.

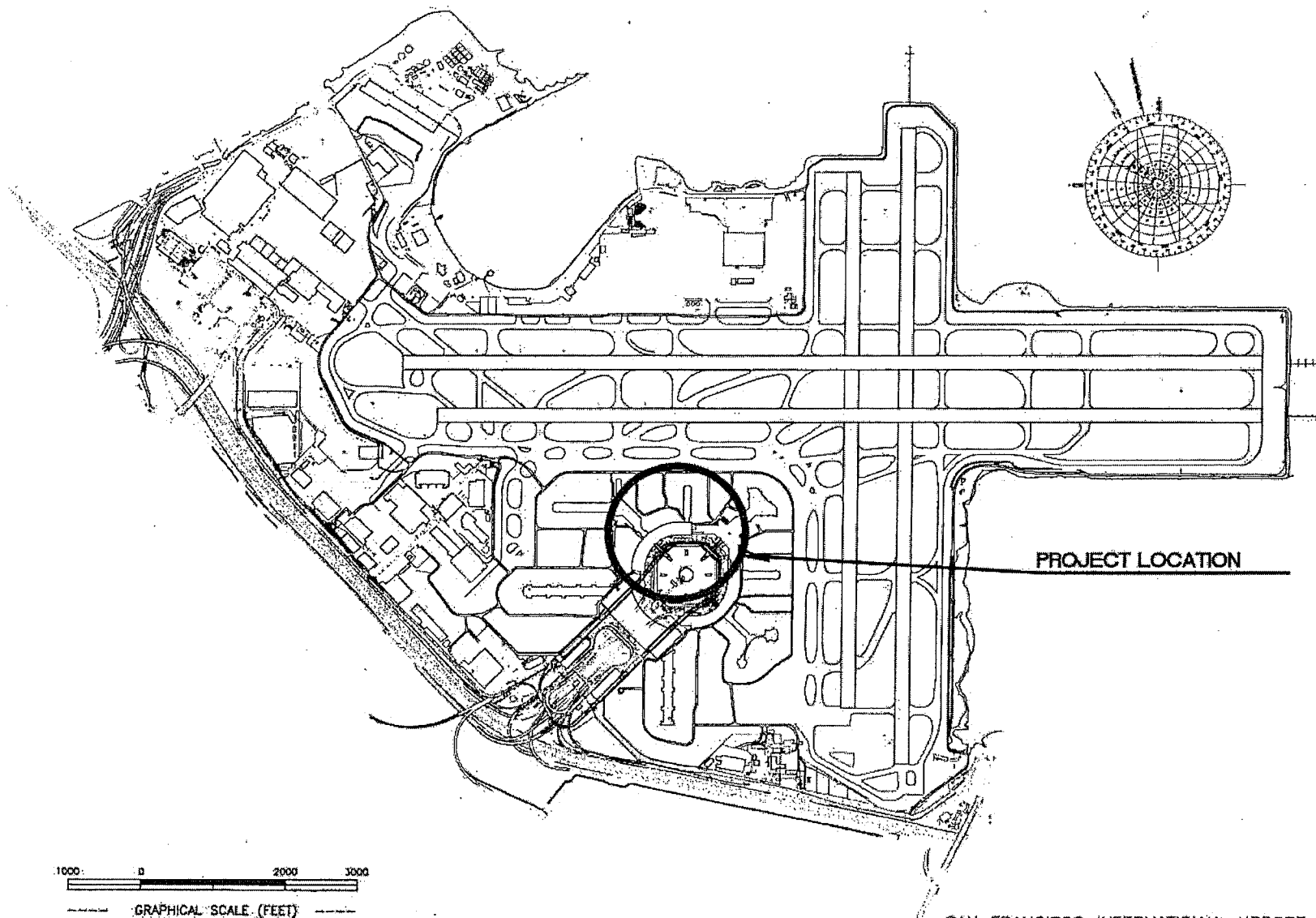


John L. Martin
Airport Director

Prepared by: Ivar Satero
Deputy Airport Director
Airport Development & Technology

Attachments

AIRPORT CONTRACT No. 9048.9
TERMINAL 3 IMPROVEMENTS PROJECTS



Prepared by: Airport Development and Technology Division
Ivar Sotaro - Deputy Airport Director
July 2013

SAN FRANCISCO INTERNATIONAL AIRPORT
CITY AND COUNTY OF SAN FRANCISCO
AIRPORT COMMISSION
John L. Martin - Airport Director

AIRPORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO
RESOLUTION NO. 13_0158

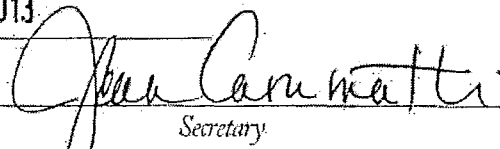
**MODIFICATION NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT,
CONTRACT NO. 9048.9, CONSTRUCTION MANAGEMENT SERVICES FOR
TERMINAL 3 IMPROVEMENT PROJECTS, WITH URS/ECS, A JOINT VENTURE, IN
AN AMOUNT NOT TO EXCEED \$1,200,000 AND WITH A RENEWAL PERIOD OF 6
MONTHS FOR A TIME EXTENSION TO FEBRUARY 28, 2014.**

- WHEREAS, on June 30, 2011, by Resolution No. 11-0145, the Commission awarded Contract No. 9048.9, Construction Management Services for Terminal 3 Improvement Projects, to URS/ECS, a Joint Venture (Consultant), in an amount not to exceed \$2,221,000 for the first year of services, from August 2011 to August 2012; and
- WHEREAS, on July 17, 2012, by Resolution No. 12-0164, the Commission amended Contract No. 9048.9 for an amount not to exceed \$2,163,000 for the second year of services, from August 2012 to August 2013; and
- WHEREAS, Consultant has not provided these services to the satisfaction of the Commission, but has made recent staffing changes to address the concerns of the commission; and
- WHEREAS, Staff proposes to monitor the effectiveness of the recent staffing changes in response to the Commission's concerns over performance for the next 6 months to ensure the Consultant is able to meet the Commission's expectations; and
- WHEREAS, Staff and Consultant have reached an agreement regarding scope, staffing and fee, and Staff proposes to increase the not-to-exceed amount by \$1,200,000 for a new total contract amount not to exceed \$5,584,000 and to renew services for six (6) months through to February 28, 2014; now, therefore be it
- RESOLVED, that the Commission authorizes Modification No. 2 to the professional services agreement, Contract No. 9048.9, Construction Management Services for Terminal 3 Improvement Projects, with URS/ECS, a Joint Venture, increasing the amount not to exceed by \$1,200,000, for a new total contract amount not to exceed \$5,584,000 and renewing the contract period for six (6) months, providing for a time extension through to February 28, 2014.

I hereby certify that the foregoing resolution was adopted by the Airport Commission

at its meeting of _____

JUL 23 2013


Secretary



San Francisco International Airport

12-0164

MEMORANDUM

July 17, 2012

TO: AIRPORT COMMISSION
Hon. Larry Mazzola, President
Hon. Linda S. Crayton, Vice President
Hon. Eleanor Johns
Hon. Richard J. Guggenheimer
Hon. Peter A. Stern

FROM: Airport Director

SUBJECT: Modification No. 1 to Contract No. 9048.9, Construction Management Services for the Terminal 3 Improvements Program, with URS/ECS, a Joint Venture, in an Amount not to Exceed \$2,163,000 for the Second Year of Services.

DIRECTOR'S RECOMMENDATION: AUTHORIZE MODIFICATION NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT, CONTRACT 9048.9, CONSTRUCTION MANAGEMENT SERVICES FOR THE TERMINAL 3 CHECKPOINT IMPROVEMENTS PROGRAM, WITH URS/ECS, A JOINT VENTURE, IN AN AMOUNT NOT TO EXCEED \$2,163,000 FOR SERVICES THRU AUGUST 2013.

Executive Summary

On April 1, 2011, Airport staff issued a request for proposal (RFP) to provide construction management services for the Terminal 3 Improvements Program to the seven "pool list" firms established by the Commission on April 20, 2010 under Resolution No. 10-0157.

On June 30, 2011, by Resolution No. 11-0145, the Commission awarded the professional services agreement for Contract No. 9048.9, Construction Management Services for the Terminal 3 Improvements Program, to URS/ECS, a Joint Venture (Consultant), in an amount not to exceed \$2,221,000 for the first year of services.

Transmitted herewith for your approval, is a proposed Resolution authorizing Modification No. 1 to Contract No. 9048.9, to increase the not-to-exceed amount by \$2,163,000 for the second year of services, for a new contract amount not to exceed \$4,384,000.

Background

On June 30, 2011, by Resolution No. 11-0145, the Commission awarded a construction management contract to URS/ECS, a Joint Venture to provide construction management services for the proposed \$25 million Terminal 3 Improvements Project for the expansion of the existing checkpoint in Module 3 (Mod 3) and a building expansion of approximately 10,000 SF. The contract included services to develop a Request for Qualifications and Request for Proposal (RFQ/RFP) "bridging document" for the procurement of a design-builder team, as well as CM services during implementation.

Based on the results of the Programming and Planning Study and Report prepared last fall to determine the Terminal 3 needs per the anticipated passenger forecasted demand by year 2025, Staff determined that additional work was required to ensure the success of the project, including:

THIS PRINT COVERS CALENDAR ITEM NO. 18

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

LARRY MAZZOLA
PRESIDENT

LINDA S. CRAYTON
VICE PRESIDENT

ELEANOR JOHNS

RICHARD J. GUGGENHIME

PETER A. STERN

JOHN L. MARTIN
AIRPORT DIRECTOR

- Added checkpoint spaces for re-composure areas and pre divest areas;
- Added electrical & mechanical work;
- Escalator refurbishments;
- Life Safety (Fire Sprinklers, Fire Alarm) & Seismic Upgrades;
- Upgrade of sewage lift station and new trash compactor facility;
- Increasing the square footage of the building expansion to approximately 23,000 SF;
- Relocating the lobby elevators to improve passenger circulation;

As a result of the expanded scope of work of the Program, additional CM services are required both to provide the proper oversight of the larger project, as well as to accommodate the longer schedule for construction. Staff and Consultant have reached agreement on scope, staffing and fee. Staff proposes to modify the contract amount of \$2,163,000 based on providing appropriate staffing levels through August 2013. The anticipated final cost for construction management services is \$7,268,000 with a total duration of 30 months.

The Project Management/Construction Management Team will continue to be comprised of both Consultant staff and Airport staff. The Airport is providing project managers and construction inspectors. The Consultant is providing a construction manager/resident engineer, assistant resident engineer, design manager, project controls and administrative staff, materials testing and special inspection personnel, and other specialty construction management services as required.

The HRC approved an 18% LBE subconsultant participation goal for this contract. The Consultant is currently achieving 12.6% LBE participation, and is committed to meeting this goal.

Recommendation

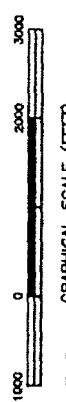
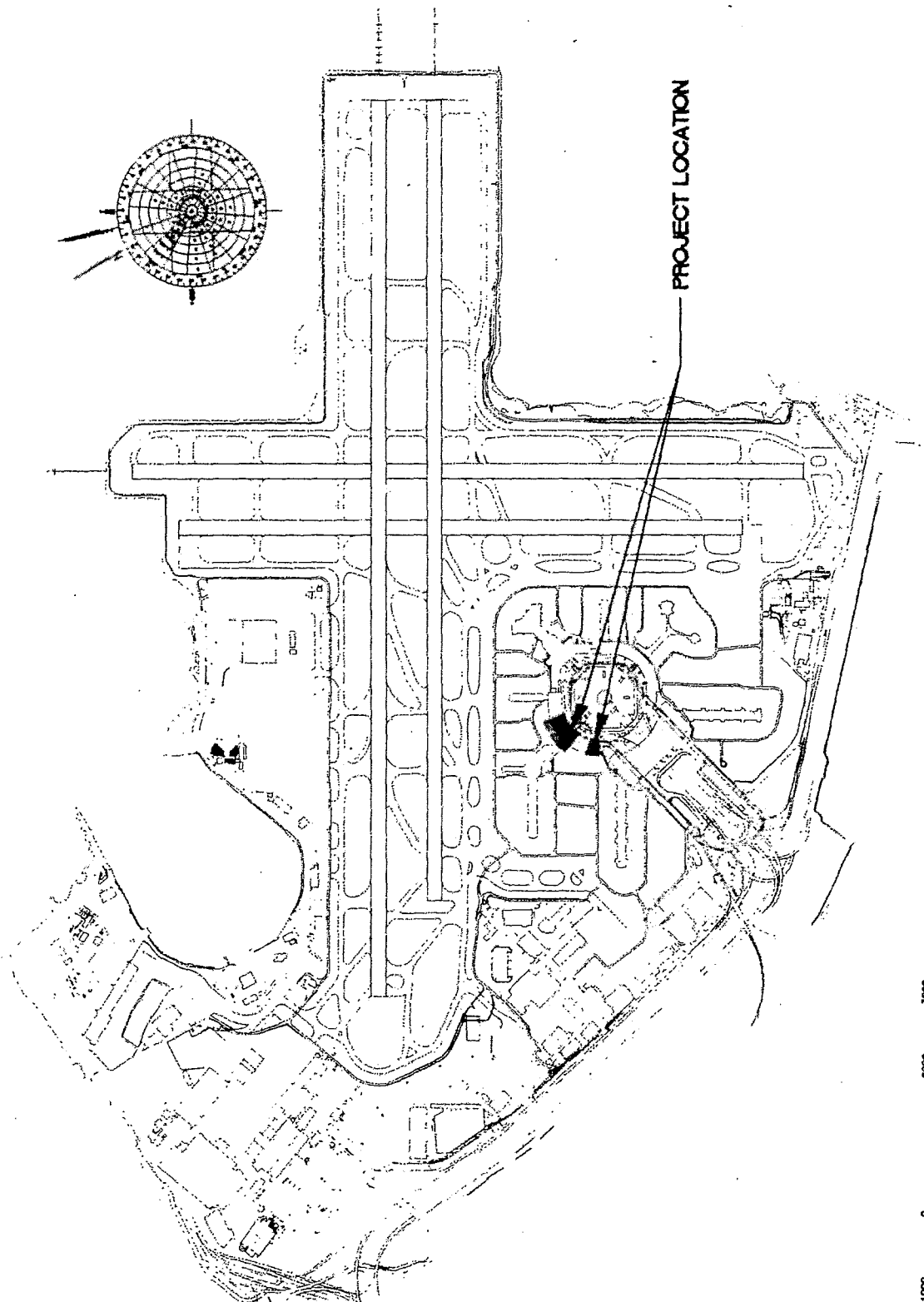
Based on the above, I recommend that the Commission approve this Modification No. 1 to the professional services agreement, Contract No. 9048.9, Construction Management Services for the Terminal 3 Checkpoint Improvements Project in a not-to-exceed amount of \$2,163,000 for the second year of services, for a new contract amount not to exceed \$4,384,000.



John L. Martin
Airport Director

Prepared by: Ivar Satero
Deputy Airport Director
Design & Construction

Attachment



Prepared by: Design and Construction
Ivar Sotero - Deputy Airport Director
October 2011

SAN FRANCISCO INTERNATIONAL AIRPORT
CITY AND COUNTY OF SAN FRANCISCO
AIRPORT COMMISSION
John L. Martin - Airport Director

CONTRACT No. 9048.9
TERMINAL 3 IMPROVEMENTS PROJECT (CHECKPOINT PROJECT)

AIRPORT COMMISSION

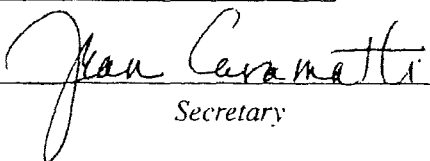
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 12-0164

APPROVE MODIFICATION NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT, CONTRACT 9048.9, CONSTRUCTION MANAGEMENT SERVICES FOR THE TERMINAL 3 IMPROVEMENTS PROGRAM, WITH URS/ECS, A JOINT VENTURE, IN AN AMOUNT NOT TO EXCEED \$2,163,000 AND TO EXTEND THE DURATION OF CONTRACT 9048.9 TO AUGUST 31, 2013.

- WHEREAS, on June 30, 2011, by Resolution No. 11-0145, the Commission awarded the professional services agreement for Contract 9048.9, Construction Management Services for the Terminal 3 Checkpoint Improvements Program to URS/ECS, a Joint Venture (Consultant), in an amount not to exceed \$2,221,000 for the first year of services, from August 2011 to August 2012; and
- WHEREAS, the estimated value of the construction to be managed by the Consultant was \$25,000,000; and
- WHEREAS, Consultant has provided these services to the satisfaction of the Commission; and
- WHEREAS, a Programming and Planning Study and Report was prepared last fall to determine the T3 needs for the passenger forecast demand by year 2025, and through the Quick Response Team (QRT) process additional scopes of work have been identified; and
- WHEREAS, by Resolution No. 12-0118, the Commission authorized Staff to issue a Request for Qualifications/Proposals for design-build services for an expanded Terminal 3 Improvements Program with an estimated construction value of \$68,000,000; and
- WHEREAS, the second year of consultant services is necessary for the continued development of the expanded Terminal 3 Improvements Program; and
- WHEREAS, Staff and Consultant have reached an agreement on scope, staffing and fee, and the Airport proposes to increase the not-to-exceed amount by \$2,163,000 for a new contract amount not to exceed \$4,384,000 for services through August 31, 2013; now, therefore be it
- RESOLVED, that the Commission authorizes Modification No. 1 to the professional services agreement, Contract 9048.9, Construction Management Services for the Terminal 3 Improvements Program, with URS/ECS, a Joint Venture, in an amount not to exceed \$2,163,000 for the second year of services, for a total contract amount not to exceed \$4,384,000, for services through August 31, 2013.

I hereby certify that the foregoing resolution was adopted by the Airport Commission
at its meeting of JUL 17 2012


Secretary

MEMORANDUM

June 30, 2011

TO: AIRPORT COMMISSION

Hon. Larry Mazzola, President
 Hon. Linda S. Crayton, Vice President
 Hon. Eleanor Johns
 Hon. Richard J. Guggenhime
 Hon. Peter A. Stern

FROM: Airport Director

SUBJECT: Award Professional Services Agreement, Contract No. 9048.9, Construction Management Services for Terminal 3 Improvement Projects, to URS/ECS, a Joint Venture, in an Amount not to Exceed \$2,221,000 for the First Year of Services.

DIRECTOR'S RECOMMENDATION: AWARD PROFESSIONAL SERVICES AGREEMENT TO URS/ECS, A JOINT VENTURE, FOR CONTRACT NO. 9048.9, CONSTRUCTION MANAGEMENT SERVICES FOR TERMINAL 3 IMPROVEMENT PROJECTS IN AN AMOUNT NOT TO EXCEED \$2,221,000 FOR THE FIRST YEAR OF SERVICES.

Executive Summary

On June 7, 2011, by Resolution No. 11-0149, the Commission approved the selection of URS/ECS, a Joint Venture, (Consultant) for Contract No. 9048.9, Construction Management Services for Terminal 3 Improvement Projects (Project), and authorized the Director to enter into negotiations and prepare a professional services contract for award.

Transmitted herewith for your approval, is a proposed Resolution to award Contract No. 9048.9, to Consultant for a twenty-eight month contract. The cost for the first year of construction management services is \$2,221,000. Staff will return to the Commission with a recommendation for the award of remaining services when the scope of work is better defined through the preparation of the bridging contract documents by the Consultant. The anticipated final cost for construction management services is approximately \$3,800,000.

Background

On April 1, 2011, Airport staff issued a request for proposal (RFP) to provide construction management services for the Terminal 3 Improvement Projects to the seven "pool list" firms established by the Commission on April 20, 2010 under Resolution No. 10-0157. On May 9, 2011, the Airport received two proposals, from URS/ECS, a Joint Venture, and PMA/NBA, a Joint Venture.

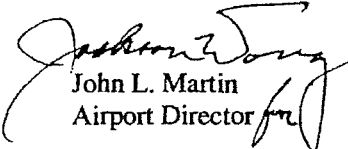
On June 7, 2011, by Resolution No. 11-0149, the Commission approved the selection of URS/ECS, a Joint Venture, and authorized the Director to enter into negotiations with Consultant and prepare a professional services contract for award. Staff and Consultant have reached agreement on the scope and fee, and have developed an appropriate staffing plan for the required services.

The cost for construction management services for the first year of the project, including design services for the preparation of bridging contract documents, materials testing and special inspection, is \$2,221,000. Of this amount, \$873,000 is allocated to the preparation of the bridging documents, and an amount of \$87,300 (10%) for any required additional design services. The estimated total value of construction to be managed by the Staff and Consultant, including contingency, is approximately \$25,000,000. This estimate will be validated by the Consultant, as they prepare the design bridging documents for procurement of the design-build contractor.

URS/ECS has committed to the HRC approved 18% LBE sub consultant participation goal.

Recommendation

Based upon the foregoing, I recommend that the Commission approve the proposed resolution to award Contract 9048.9, Construction Management Services for Terminal 3 Improvement Projects, to URS/ECS, a Joint Venture, in an amount not to exceed \$2,221,000 for the first year of services.


John L. Martin
Airport Director

Prepared by: Ivar Satero
Deputy Airport Director
Design and Construction

Attachment

AIRPORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO
RESOLUTION NO. 11-0145

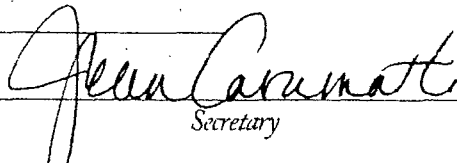
AWARD PROFESSIONAL SERVICES AGREEMENT, CONTRACT NO. 9048.9,
CONSTRUCTION MANAGEMENT SERVICES FOR TERMINAL 3 IMPROVEMENT
PROJECTS TO URS/ECS, A JOINT VENTURE, IN AN AMOUNT NOT TO EXCEED \$2,221,000
FOR THE FIRST YEAR OF SERVICES.

- WHEREAS, on April 20, 2010, by Resolution No. 10-0157, the Commission approved the Selection Panel's recommendation establishing a pool list of prequalified firms for Project Management and Construction Management Support Services and authorizing RFP's as required to support projects of the Airport's 5-year Capital Improvement Program (CIP); and
- WHEREAS, on April 1, 2011, the Airport issued a RFP to the Pool List for Contract No. 9048.9, Construction Management Services for Terminal 3 Improvement Projects (Project); and
- WHEREAS, on June 7, 2011, by Resolution No. 11-0149, the Commission selected URS/ECS, a Joint Venture, and authorized Staff to enter into negotiations and prepare a professional services contract for Commission consideration and award; and
- WHEREAS, Staff has negotiated an appropriate scope, staffing and fee with URS/ECS, a Joint Venture, for the Project, to provide construction management services, including preparation of bridging documents and materials testing and special inspection; and
- WHEREAS, the estimated cost for the first year of services is \$2,221,000, and Staff will return to the Commission with a recommendation to award the following year of services pending successful completion of the first year of services; now, therefore be it
- RESOLVED, that this Commission hereby awards a professional services agreement, Contract No. 9048.9, Construction Management Services for Terminal 3 Improvement Projects, to URS/ECS, A Joint Venture, for an amount of \$2,221,000 for the first year of services.

I hereby certify that the foregoing resolution was adopted by the Airport Commission

JUN 30 2011

at its meeting of _____


Secretary

P.O. Box 8097
San Francisco, CA 94128
Tel 650.821.5000
Fax 650.821.5005
www.flysfo.com

MEMORANDUM
April 20, 2010

TO: AIRPORT COMMISSION
Hon. Larry Mazzola, President
Hon. Linda S. Crayton, Vice President
Hon. Caryl Ito
Hon. Eleanor Johns
Hon. Richard J. Guggenhime

FROM: Airport Director

SUBJECT: Approval of a Consultant Pool List of Prequalified Firms for Project Management/Construction Management Support Services and Authorize RFPs for Projects of the Airport's 5-year Capital Improvement Program

DIRECTOR'S RECOMMENDATION: APPROVE SELECTION PANEL'S RECOMMENDATION ESTABLISHING A POOL LIST OF PREQUALIFIED FIRMS FOR PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT SUPPORT SERVICES AND AUTHORIZE RFPs AS REQUIRED TO SUPPORT PROJECTS OF THE AIRPORT'S 5-YEAR CAPITAL IMPROVEMENT PROGRAM.

Transmitted herewith for your approval is a proposed Resolution approving the Selection Panel's recommendation establishing a consultant pool list of prequalified firms for project management and construction management support services and authorizing RFPs as required to provide support to various projects of the Airport's 5-year Capital Improvement Program (CIP).

On September 15, 2009, by Resolution No. 09-0223, the Commission authorized Staff to issue a Request for Qualifications (RFQ) to create a consultant pool list to provide project management and construction management support services. On March 26, 2010, the Airport received fourteen Statements of Qualifications (SOQ's) from project management and construction management consultants. On March 30, 2010, the Airport rejected three SOQs for failing to meet the minimum qualifications as stated in the RFQ.

On April 1, 2010, the Airport convened a three-member selection panel to review and score the remaining eleven SOQs in accordance with the criteria stipulated in the RFQ. As stated in the RFQ, the Airport intends to include up to seven of the highest ranked firms in the pool list. Based on the results of the Selection Panel's review, Staff proposes to include the seven top-scoring firms in the pool list, as follows:

THIS PRINT COVERS CALENDAR ITEM NO. 1

AIRPORT
COMMISSION
CITY AND COUNTY
OF SAN FRANCISCO

GAVIN NEWSOM
MAYOR

LARRY MAZZOLA
PRESIDENT

LINDA S. CRAYTON
VICE PRESIDENT

CARYL ITO

ELEANOR JOHNS

RICHARD J. GUGGENHIME

JOHN L. MARTIN
AIRPORT DIRECTOR

Rank	Name	LBE Rating	Score
		Bonus (%)	
1	The Allen Group, LLC/Cornerstone, A Joint Venture	0%	85.28
2	URS/ECS, A Joint Venture	7.5%	84.93
3	F.E. Jordan/Hill International	0%	84.57
4	PGH Wong Engineering, Inc.	7.5%	75.67
5	EPC/CM West Joint Venture	7.5%	73.10
6	AECOM	7.5%	72.33
7	PMA/NBA, Joint Venture	7.5%	70.23
8	Don Todd Associates, Inc. (DTA)	0%	63.33
9	Faithful+Gould	0%	59.67
10	Luster International	0%	57.67
11	Townsend Management, Inc. and Hollins Consulting a JV	7.5%	57.33

Please see Attachment A for a complete listing of the Respondents and their proposed team of sub-consultants.

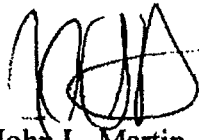
These services will support the pre-planning, planning, and initial project definition phase of the larger, more complex projects of the CIP. For these purposes, larger, more complex projects are those estimated to be in excess of \$25M in total project costs. These services will also provide for full construction management for smaller projects, or projects which are estimated to be less than \$25M in total project costs. When these services are required, Staff will issue an RFP to the short-listed firms in accordance with Chapter 6 of the Administrative Code. A selection panel will review and score the proposals of the firms. Staff will then prepare for Commission consideration a recommendation to approve the selection of the highest ranked proposer and authorize negotiations.

While the pool list of firms will be called upon to provide services for large, complex projects of the CIP, the pool list will not be used to provide services for other large projects such as the Terminal 1 Redevelopment Program or the replacement of the Air Traffic Control Tower Program. For those projects, Staff will prepare for Commission consideration a separate RFP process for full construction management services.

The proposed duration of this Pool List is two years. Contracts issued will have a maximum duration of five years. The estimated amount for the services is \$300,000 per year, notwithstanding the potential need for full CM services on the smaller projects of the CIP. Upon Commission approval of this Resolution, Staff will immediately prepare and issue to the Pool List an RFP for construction management services in support of the Boarding Area E Refurbishment project. The estimated amount for these services is \$1,000,000.

The Human Rights Commission has reviewed the RFQ documentation and has determined that the selection process is in compliance with Chapter 14A requirements. The HRC has established an LBE goal of 18% for future contracts awarded from the Pool List.

Based on the foregoing, I recommend your approval of the proposed Resolution establishing a consultant pool list and authorizing RFP's for project management and construction management support services on projects of the Airport's 5-year CIP.



John L. Martin
Airport Director

Prepared by: Ivar Satero
Deputy Airport Director
Bureau of Design & Construction

Attachments

Attachment A

Request for Qualifications #8932

List of Proposers and Subconsultants/Subcontractors

PRIME	SUBCONSULTANTS/SUBCONTRACTORS
The Allen Group, LLC/Cornerstone, a Joint Venture	<ol style="list-style-type: none"> 1. Cornerstone Transportation Consulting 2. AGS, Inc. 3. Barich, Inc. 4. CAGE, Inc. 5. Chaves & Associates 6. Futterman Consulting 7. M. Lee Corporation 8. Oakley & Oakley 9. Parsons Brinckerhoff 10. Robin Chiang Co. 11. Ross & Baruzzini 12. TY LIN
URS/ECS, a Joint Venture	<ol style="list-style-type: none"> 1. ABA Global, Inc. 2. Chaves & Associates 3. Cooper Pugeda Management, Inc. 4. Saylor Consulting Group
F.E. Jordan/Hill International	<ol style="list-style-type: none"> 1. Saylor Consulting Group
PGH Wong Engineering, Inc.	<ol style="list-style-type: none"> 1. Apex Testing Laboratories, Inc. 2. Debri, Inc. 3. The Hanna Group 4. Kleinfelder
EPC/CM West Joint Venture	<ol style="list-style-type: none"> 1. CH2M Hill 2. PBS&J 3. RWBlock 4. MCK Associates, Inc. 5. CM Pros Inc. 6. Robin Chiang & Company 7. M Lee Corporation
AECOM	<ol style="list-style-type: none"> 1. AGS, Inc. 2. Saylor Consulting Group
PMA/NBA, a Joint Venture	<ol style="list-style-type: none"> 1. Apex Testing Laboratories 2. Chaves & Associates 3. CM Pros 4. The Hanna Group 5. Pacific Engineering & Construction, Inc. 6. Pilot Construction Management, Inc. 7. Saylor Consulting Group
Don Todd Associates, Inc.	<ol style="list-style-type: none"> 1. Chaves and Associates 2. Dabri, Inc. 3. Michael Willis Architects 4. Consolidated Construction Management 5. Apex Testing Laboratory
Faithful+Gould	<ol style="list-style-type: none"> 1. Chaves & Associates

	2. AGS Inc. 3. Dabri, Inc. 4. Tectonics 5. Pacific Engineering & Construction 6. Kleinfelder 7. Robert Y. Chew Geotechnical
Luster National, Inc.	1. Acumen Building Enterprise 2. Business Development, Inc. 3. M Lee Corporation 4. Kleinfelder 5. Dabri, Inc. 6. Robert Heinen Consulting Engineers 7. Jacobs Consultancy 8. Stellar Services
Townsend Management, Inc. & Hollins Consulting, a Joint Venture	1. CM Pros

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 11-0139

ACCEPT RECOMMENDATION AND AUTHORIZE STAFF TO ENTER INTO
NEGOTIATIONS AND PREPARE A PROFESSIONAL SERVICES AGREEMENT FOR
CONTRACT NO. 9048.9, CONSTRUCTION MANAGEMENT SERVICES FOR TERMINAL
3 IMPROVEMENT PROJECTS WITH URS/ECS, A JOINT VENTURE.

WHEREAS, on April 20, 2010, by Resolution No. 10-0157, the Commission approved the Selection Panel's recommendation establishing a pool list of prequalified firms for Project Management and Construction Management Support Services and authorized RFP's as required to support projects of the Airport's 5-year Capital Improvement Program (CIP); and

WHEREAS, on May 9, 2011, the Airport received two proposals in response to the RFP, from URS/ECS, A Joint Venture and PMA/NBA, Joint Venture; and

WHEREAS, the Airport clearly states in each RFP to the Pool List that it intends to award at least one project to each firm from the pool list prior to awarding a second contract to a firm of the Pool List; and

WHEREAS, by the time of submission of proposals for Contract No. 9048.9, Construction Management Services for Terminal 3 Improvement Projects, the Airport had already selected PMA/NBA, Joint Venture, for the Waste Treatment Plant Project, thus precluding them from the list of proposers for this project, and therefore, no Selection Panel was convened; and

WHEREAS, Staff thoroughly reviewed the proposal from URS/ECS, A Joint Venture and appraised their key personnel, project approach and rate schedule with satisfactory results; and

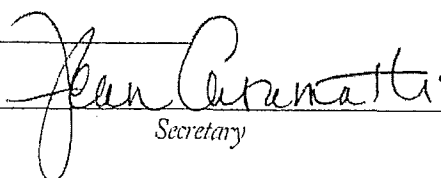
WHEREAS, the Human Rights Commission has reviewed the RFP documentation and proposals and has determined that the selection process meets all Chapter 14B requirements; and

WHEREAS, the HRC has approved a sub consultant participation goal of 18% and URS/ECS, A Joint Venture has committed to 18% LBE participation; now, therefore be it

RESOLVED, that the Commission hereby accepts the recommendation, and authorizes Staff to enter into negotiations and prepare a Professional Services Agreement for Commission's consideration for Contract 9048.9, Construction Management Services for Terminal 3 Improvement Projects with URS/ECS, A Joint Venture.

*I hereby certify that the foregoing resolution was adopted by the Airport Commission
at its meeting of*

JUN 07 2011


Secretary

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 10-0157

APPROVE SELECTION PANEL'S RECOMMENDATION ESTABLISHING A POOL LIST OF PREQUALIFIED FIRMS FOR PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT SUPPORT SERVICES AND AUTHORIZE RFP'S AS REQUIRED TO SUPPORT PROJECTS OF THE AIRPORT'S 5-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP)

WHEREAS, on September 15, 2009, by Resolution No. 09-0223, the Commission approved the issuance of a Request for Qualifications (RFQ) to create a consultant pool list for project management and construction management support services for projects of the Airport's 5-year CIP; and

WHEREAS, on March 26, 2010, the Airport received fourteen Statements of Qualifications (SOQ's) and determined that eleven met the minimum qualifications as stated in the RFQ; and

WHEREAS, the RFQ stipulated that following the evaluation of the SOQ's, up to seven Respondents receiving the highest scores would be placed on the pool list; and

WHEREAS, the Airport convened a three-member selection panel to thoroughly evaluate the SOQ's of each firm, and rank them for consideration in developing a pool list of prequalified firms to provide the required services; and

WHEREAS, as needs arise for project management support and construction management services for CIP projects, Staff will issue to the Pool List RFP's for the required services and convene a selection panel to review and score the RFP's, and return to the Commission with a recommendation to approve the selection of the highest ranked proposer and authorize negotiations; now, therefore be it

RESOLVED, that the Commission hereby approves the Pool List comprised of the following firms:

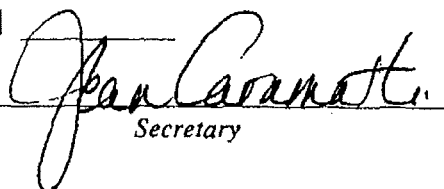
- The Allen Group, LLC/Cornerstone, A Joint Venture
- URS/ECS, A Joint Venture
- F.E. Jordan/Hill International
- PGH Wong Engineering, Inc.
- EPC/CM West Joint Venture
- AECOM
- PMA/NBA, Joint Venture

and, be it further

RESOLVED, that this Commission hereby approves issuance of Request for Proposals (RFP's), as required, to the Pool List to provide project management and construction management support services for projects of the Airport's 5-year Capital Improvement Program.

I hereby certify that the foregoing resolution was adopted by the Airport Commission

at its meeting of APR 20 2010


Secretary

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

Sixth Modification

THIS MODIFICATION (this "Modification") is made as of July 7, 2015, 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, on June 30, 2011, by Resolution No. 11-0145, the Commission awarded this Agreement to the Contractor; and

WHEREAS, on July 17, 2012, by Resolution No. 12-0164, the Commission approved the First Amendment to this Agreement to increase the contract amount and extend the contract through February 28, 2014; and

WHEREAS, on July 23, 2013, by Resolution No. 13-0158, the Commission approved the Second Amendment to this Agreement to increase the contract amount and extend the contract through August 31, 2013; and

WHEREAS, on November 12, 2013, by Resolution No. 13-0231, the Commission approved the Third Amendment to this Agreement to increase the contract amount and extend the contract through November 11, 2014; and

WHEREAS, on October 21, 2013, by Resolution No. 14-0208, the Commission approved the Fourth Modification to increase the contract amount and extend the contract through November 11, 2015; and

WHEREAS, City and Contractor began negotiation for the Fifth Modification to administratively modify the Agreement to add a new subcontractor, but this Fifth Modification was ultimately cancelled; 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, 2016; and

WHEREAS, approval for this Agreement was obtained when the Department of Human Resources approved PSC No. 4009-11/12 on October 21, 2014; and

WHEREAS, Commission approved this Sixth Modification pursuant to Resolution Number 15-0144 on July 7, 2015; and

WHEREAS, on _____ by Resolution No. _____, the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118; and

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

Fourth Modification, dated October 21, 2014

Fifth Modification, dated November 1, 2014 **Cancelled**

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 with a new end date of **November 11, 2016**.

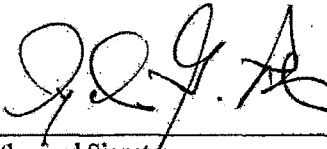
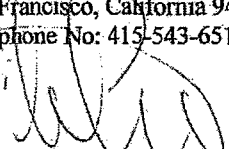
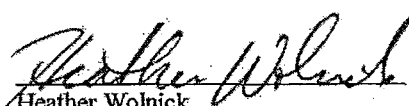
3. **Section 5. Compensation** is hereby amended to increase the total compensation payable by **One Million Eight Hundred Thousand Dollars (\$1,800,000)** for a new total not-to-exceed amount of **Eleven Million Seven Hundred Ninety-four Thousand Dollars (\$11,794,000)**.

4. **Appendix B** is hereby amended with **Supplemental Appendix B.6 – Calculation of Charges**

5. **Effective Date.** Each of the modifications set forth herein shall be effective on and after July 7, 2015.

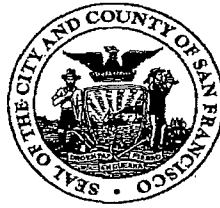
6. **Legal Effect.** Except as expressly changed by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

CITY AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	CONTRACTOR
By: <u>John L. Martin, Airport Director</u>	 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: <u>Jean Caramatti, Secretary Airport Commission</u>	 Authorized Signature
Resolution No: _____	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
Adopted on: _____	93406 City Vendor Number
Approved as to Form: Dennis J. Herrera City Attorney	46-3971009 Federal Employer ID Number
By:  Heather Wolnick Deputy City Attorney	

Attachments:

Supplemental Appendix B.6, Calculation of Charges



SUPPLEMENTAL Appendix B.6
Calculation of Charges

This **Supplemental Appendix B.6** 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. Replace Paragraph A(1) of Appendix B.5 with the following language:

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 as set forth in Section 5 "Compensation" of the Agreement.

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. Replace Paragraph C (3) of Appendix B.5 with the following language:

The direct labor rates agreed upon at the effective date of the Agreement amendment shall remain effective until November 2016. 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

No Change

END OF SUPPLEMENTAL APPENDIX B.6

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

Fifth Modification

THIS MODIFICATION (this "Modification") is made as of **November 1, 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, on June 30, 2011, by Resolution No. 11-0145, the Commission awarded this Agreement to the Contractor; and

WHEREAS, on July 17, 2012, by Resolution No. 12-0164, the Commission approved the First Amendment to this Agreement to increase the contract amount and extend the contract through February 28, 2014; and

WHEREAS, on July 23, 2013, by Resolution No. 13-0158, the Commission approved the Second Amendment to this Agreement to increase the contract amount and extend the contract through August 31, 2013; and

WHEREAS, on November 12, 2013, by Resolution No. 13-0231, the Commission approved the Third Amendment to this Agreement to increase the contract amount and extend the contract through November 11, 2014; and

WHEREAS, on October 21, 2013, by Resolution No. 14-0208, the Commission approved the Fourth Modification to increase the contract amount and extend the contract through November 11, 2015; and

WHEREAS, City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to add a new subcontractor; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 4009-11/12 on August 5, 2013; and

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
Fourth Modification, dated October 21, 2014

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

2. Section 5. Compensation is hereby amended to incorporate Supplemental Appendix B.5, Calculation of Charges.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after November 1, 2014.

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

CANCELLED

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

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By: _____ John L. Martin, Airport Director	Authorized Signature _____
Approved as to Form: Dennis J. Herrera City Attorney	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: _____ Heather Wolnick Deputy City Attorney	Authorized Signature _____
	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
	93406 City Vendor Number
	46-3971009 Federal Employer ID Number

Attachments:

Supplemental Appendix B.5, Calculation of Charges

**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. 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.

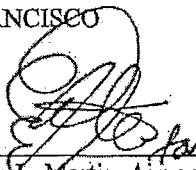


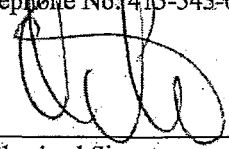
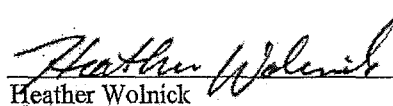
g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will 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.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  John L. Martin, Airport Director	 Authorized Signature
Attest:	Ismael Pugeda President and Managing Partner of T3 East, Joint Venture Cooper Pugeda 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	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
Adopted on: October 21, 2014	
Approved as to Form:	
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:

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

END OF APPENDIX B.4

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

Third Amendment

THIS AMENDMENT (this "Amendment") is made as of **November 12, 2013**, in San Francisco, California, by and between **T3 East, a Joint Venture, 65 McCoppin Street, San Francisco, California 94103** ("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, 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, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to assign Contract 9048.9, Construction Management Services for Terminal 3 Improvement Projects to T3 East, Joint Venture effective November 12, 2013 and to increase the contract amount and extend the contract duration to November 11, 2014 and to update standard contractual clauses; and

WHEREAS, the Commission adopted Resolution Number 13-0231 on November 12, 2013, which approved this Third Amendment as "Modification Three"; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number PSC #4009-11/12 on August 5, 2013; 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, as amended by the:

First Amendment, dated July 17, 2012
Second Amendment, dated July 23, 2013

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 from November 12, 2013 to November 11, 2014.

3. **Section 5. Compensation** is hereby amended to increase the total compensation payable by an amount not to exceed **Two Million Three Hundred Thousand Dollars (\$2,300,000)** for a new total not to exceed amount of **Seven Million Eight Hundred Eighty-Four Thousand Dollars (\$7,884,000)** and as stated on Appendix B.3 attached to this amendment.

4. **Section 24. Notices to the Parties** hereby deleted in its entirety and replaced with revised Section 24 as follows:

Section 24. Notice 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:

To City: Judi Mosqueda
Program Manager
San Francisco International Airport
Design & Construction
P. O. Box 8097
San Francisco, CA 94128
Email: judi.mosqueda@flysfo.com
Fax: (650) 821-7799

To Contractor: Ismael Pugeda
President
Cooper Pugeda Management, Inc.
65 McCoppin Street
San Francisco
San Francisco, California 94103
Email: ismaelp@cpmservices.com
Fax: (415) 543-6570

And

Andrew Petreas
Principal
Environmental & Construction Solutions
290 Division Street, Suite 307
San Francisco, California 94103
Email: ecs.andrew@sbcglobal.net
Fax: 415-934-8069

Any notice of default must be sent by registered mail.

5. **New Section 63. Labor Peace / Card Check Rule** is hereby amended to read as follows:

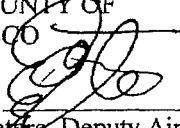
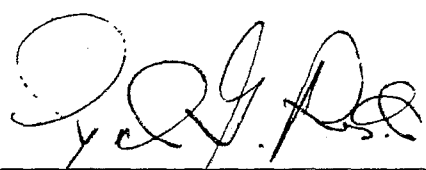

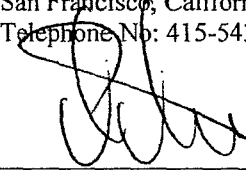
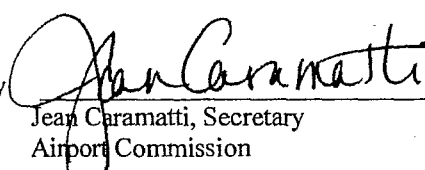
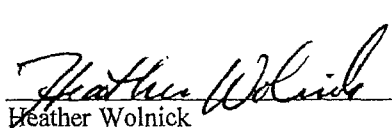
63. Labor Peace / Card Check Rule. Without limiting the generality of other provisions herein requiring Contractor to comply with all Airport Rules, Contractor shall comply with the Airport's

Labor Peace / Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No. 00-0049 (the "Labor Peace / Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace/Card Check Rule, Contractor shall, among other actions: (a) Enter into a Labor Peace/Card Check Rule Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his / her designee, within thirty (30) days after Labor Peace/Card Check Rule Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Contractor shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Airport Director or his / her designee (registered labor organization"), that Contractor is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Contractor shall provide notice to all registered Labor Organizations that Contractor is seeking to enter into such Subcontract; and (d) Contractor shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If Airport Director determines that Contractor violated the Labor Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition to exercising all other remedies available to him / her.

6. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after November 12, 2013.

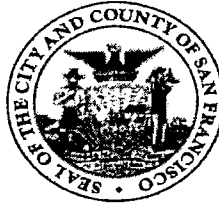
7. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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	Ismael Pugeda President and Managing Partner of T3 East, Joint Venture Cooper Pugeda Management, Inc. 65 McCoppin Street San Francisco, California 94103 Telephone No: 415-543-6515
Attest:	 Authorized Signature
By:  Jean Caramatti, Secretary Airport Commission	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
Resolution No: 13-0231	93406 City Vendor Number
Adopted on: November 12, 2013	46-3971009 Federal Employer ID Number
Approved as to Form:	
Dennis J. Herrera City Attorney	
By:  Heather Wolnick Deputy City Attorney	

Attachments:

Appendix B.3, Calculation of Charges
Certified Assignment and Assumption Agreement with Novation



Appendix B.3 Calculation of Charges

This Appendix B.3 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 Three Hundred Thousand Dollars (\$2,300,000)** for a total revised not-to-exceed contract amount of **Seven Million Eight Hundred Eighty-four Thousand Dollars (\$7,884,000)** and for a new end date of November 11, 2014.
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 February 28, 2014. 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 **Cooper Pugeda Management, Inc. (CPM)** shall be **111%**; **Environmental & Construction Solutions (ECS)** shall be **115%**; **Saylor Consulting** shall be **143%**; **Chaves & Associates** shall be **132%**; **Westland Management Solutions** shall be **122%**; and **AECOM** shall be **123%**.

2. No Change

E. Fee

No Change

F. Other Direct Cost (ODC)

No Change

G. Approved Maximum Hourly Base Rates

No Change

END OF APPENDIX B.3

Assignment and Assumption Agreement with Novation

This Assignment and Assumption Agreement with Novation ("**Agreement**") dated as of November 12, 2013 ("**Effective Date**"), is by and between URS/ECS, a Joint Venture, with offices located at One Montgomery Street, Suite 900, San Francisco, CA 94104 ("**Assigning Party**"), T3 East, a Joint Venture, with offices located at 65 McCoppin Street, San Francisco, CA 94103 ("**Assuming Party**"), and the City and County of San Francisco, a municipal corporation, acting by or through its Airport Commission ("**Commission**").

WHEREAS, On June 30, 2011, Commission adopted Resolution No. 11-0145, which authorized the award of Contract 9048.9 - Construction Management Services for Terminal 3 Improvement Projects to URS/ECS, a Joint Venture. A copy of Contract 9048.9 and all amendments ("**Assigned Contract**") are attached to this Agreement as Exhibit A and incorporated by reference as if fully set forth herein;

WHEREAS, Assigning Party desires to assign to Assuming Party all of its rights and delegate to Assuming Party all of its obligations under the Assigned Contract;

WHEREAS, Assuming Party desires to accept such assignment of rights and delegation of obligations under the Assigned Contract; and

WHEREAS, Commission desires to release Assigning Party from its obligations under the Assigned Contract and substitute Assuming Party as a party to the Assigned Contract in Assigning Party's place.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Assignment and Assumption.

1.1 **Assignment.** Assigning Party irrevocably (a) assigns to Assuming Party all of its rights under the Assigned Contract and (b) delegates to Assuming Party all of its obligations under the Assigned Contract. Within 7 days of receipt of final payment, Assigning Party shall pay all subconsultants in full for all services satisfactorily performed prior to the Effective Date. Assigning Party shall provide to the Commission proof that all subconsultants have been paid within 30 days of Assigning Party's receipt of its final payment from Commission.

1.2 **Assumption.** Assuming Party unconditionally accepts all of Assigning Party's rights and obligations in, to and under the Assigned Contract, and assumes and agrees to be bound by, fulfill, perform and discharge all of the liabilities, obligations, duties and covenants under or arising out of the Assigned Contract from and after the Effective Date.

1.3 For this Assignment and Assumption to be effective, Assuming Party shall provide to the Commission insurance certificates for the identical type and amount of coverage currently required under the Assigned Contract.

2. Novation

2.1 Release

(a) Notwithstanding anything to the contrary in the Assigned Contract, Commission releases and forever discharges Assigning Party, as well as its shareholders, directors, officers, employees, agents and representatives, from all further obligations arising under the Assigned Contract on the Effective Date, and from all manner of actions, causes of action, suits, debts, damages, expenses, claims and demands whatsoever that Commission has or may have against any of the foregoing entities, arising out of or in any way connected to performance under the Assigned Contract on and after the Effective Date. For avoidance of doubt, nothing herein affects any rights, liabilities or obligations of Commission or Assigning Party prior to the Effective Date.

(b) Notwithstanding anything to the contrary in the Assigned Contract, Assigning Party releases and forever discharges Commission, as well as its directors, officers, employees, agents and representatives, from all further obligations arising under the Assigned Contract on the Effective Date, and from all manner of actions, causes of action, suits, debts, damages, expenses, claims and demands whatsoever that Assigning Party has or may have against any of the foregoing entities, arising out of or in any way connected to performance under the Assigned Contract on and after the Effective Date. For avoidance of doubt, nothing herein affects any rights, liabilities or obligations of Commission or Assigning Party prior to the Effective Date.

2.2 Substitution. Commission recognizes Assuming Party as Assigning Party's successor-in-interest in and to the Assigned Contract. Assuming Party by this Agreement becomes entitled to all right, title and interest of Assigning Party in and to the Assigned Contract in as much as Assuming Party is the substituted party to the Assigned Contract as of and after the Effective Date. Commission and Assuming Party shall be bound by the terms of the Assigned Contract in every way as if Assuming Party is named in the novated Assigned Contract in place of Assigning Party as a party thereto. Assigning Party shall submit a final invoice for payment to the Commission for all performed services up to the Effective Date. The final invoice shall be submitted within 60 days of the Effective Date. Commission shall pay for all services satisfactorily performed prior to the Effective Date within 30 days of Commission's notification to Assigning Party that Commission approves of the final invoice.

2.3 Agreement Constitutes Novation. The parties intend that this Agreement constitutes a novation.

3. Consideration. Assuming Party's promise to assume Assigning Party's performance obligations under the Assigned Contract shall constitute the sole consideration provided under this Agreement.

4. Representations and Warranties

4.1 Assigning Party's Representations and Warranties. Assigning Party represents and warrants as follows:

- (a) It is duly organized, validly existing and in good standing.
- (b) It is qualified and licensed to do business and in good standing in every jurisdiction where such qualification and licensing is required for purposes of this Agreement.
- (c) It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.
- (d) It has taken all necessary corporate action to authorize the execution of this Agreement by its Representatives whose signature are set forth at the end hereof.
- (e) When executed and delivered by it, this Agreement will constitute the legal, valid and binding obligation of Assigning Party, enforceable against it in accordance with its terms.
- (f) It is the sole legal and beneficial owner of the all the rights under the Assigned Contract on the Effective Date, free and clear of any lien, security interest, charge or encumbrance.
- (g) The Assigned Contract has not been amended or modified as of the Effective Date.
- (h) The Assigned Contract is in full force and effect on the Effective Date. No event or condition has occurred that constitutes an event of default or termination under the Assigned Contract. There are no material disputes pending or threatened related to any rights or obligations transferred by this Agreement.
- (i) It has performed all of its obligations under the Assigned Contract that are required to be performed on or before the Effective Date.

4.2 Assuming Party's Representations and Warranties. Assuming Party represents and warrants as follows:

- (a) It is duly organized, validly existing and in good standing.

(b) It is qualified and licensed to do business and in good standing in every jurisdiction where such qualification and licensing is required for purposes of this Agreement.

(c) It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

(d) It has taken all necessary corporate action to authorize the execution of this Agreement by its Representatives whose signatures are set forth at the end hereof.

(e) When executed and delivered by it, this Agreement will constitute the legal, valid and binding obligation of Assuming Party, enforceable against it in accordance with its terms.

5. Indemnification

5.1 Assuming Party Indemnification. Subject to the terms and conditions set forth in Section 5.2, Assuming Party (as "**Indemnifying Party**") shall indemnify, hold harmless, and defend Assigning Party and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, that are incurred by Indemnified Party (collectively, "**Damages**"), arising out of any action made or brought by either:

(a) Any person who is not a party to this Agreement or an affiliate of a party to this Agreement or a Representative of the foregoing ("**Third Party Claim**"); or

(b) Indemnified Party against Indemnifying Party ("**Direct Claim**"), alleging:

(i) Indemnifying Party's breach or non-fulfillment of any representation or warranty set forth in Section 4.2 of this Agreement;

(ii) any act or omission of Indemnifying Party in connection with the performance of its obligations under this Agreement;

(iii) any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Indemnifying Party; or

(iv) any failure by Indemnifying Party to comply with any applicable laws.

5.2 Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify or defend Indemnified Party against any Third Party Claim or Direct Claim if such Third Party Claim, Direct Claim or corresponding Damages arise out of or result from Indemnified Party's:

(a) Willful, reckless or negligent acts or omissions.

(b) Failure to comply with any of its material obligations set forth in this Agreement.

6. Miscellaneous

6.1 Further Assurances. Upon the other party's reasonable request, each party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

6.2 Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice") in writing and addressed to the other party at its address set forth below (or to such other address that the receiving party may designate from time to time in accordance with this section). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

Notice to Assigning Party:

URS/ECS Joint Venture
One Montgomery Street, Suite 900
San Francisco, CA 94104
Facsimile: 415-882-9261
E-mail: kevin.e.wagner@urs.com
Attention: Kevin Wagner, Vice President and
Office Manager

Notice to Assuming Party:

65 McCoppin Street, San Francisco, CA
94103
Facsimile: 415-543-6570
E-mail: ismaelp@cpmservices.com
Attention: Ismael G. Puga, President

Notice to Commission:

San Francisco International Airport
Design & Construction (Contract 9048.9)
P.O. Box 8097
San Francisco, CA 94128
Judi Mosqueda, Project Manager

6.3 Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" is deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this

Agreement as a whole. Unless the context otherwise requires, references in this Agreement: (x) to sections, schedules and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

6.4 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

6.5 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6.6 Entire Agreement. This Agreement, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

6.7 Amendment and Modification. No amendment to or rescission, termination or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each party to this Agreement.

6.8 Waiver

(a) No waiver under this Agreement is effective unless it is in writing and signed by an authorized representative of the party waiving its right.

(b) Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.

(c) None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from this Agreement:

- (i) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Agreement; or

(ii) any act, omission or course of dealing between the parties.

6.9 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

6.10 No Third Party Beneficiaries. This Agreement benefits solely the parties to this Agreement and their respective successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

6.11 Choice of Law. This Agreement and exhibits and schedules attached hereto and thereto are governed by, and construed in accordance with, the laws of the State of California.

6.12 Choice of Forum. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement, and exhibits and schedules attached hereto and thereto, and all contemplated transactions, in any forum other than the courts of the State of California, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of California. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

6.13 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

URS/ECS, a Joint Venture

By [Signature] 1/10/14
Name: Kevin E. Wagner
Title: Vice President, URS Corporation
Americas

By [Signature] 1/13/14
Name: Andrew Petreas
Title: Principal, Environmental &
Construction Solutions

T3 East, a Joint Venture

By [Signature] 1/14/14
Name: Ismael G. Puga
Title: President

APPROVED BY THE AIRPORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

Recommended: [Signature]
Ivan Satero, Deputy Airport Director

By: [Signature]
John L. Martin, Airport Director

Attest:

By [Signature]
Jean Caramatti, Secretary
Airport Commission

Resolution No: 13-0231

Adopted on: November 12, 2013

Approved as to Form:

Dennis J. Herrera
City Attorney

By [Signature]
Heather Wolnick
Deputy City Attorney

**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 **July 23, 2013**, 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, 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, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the Agreement amount and term for an additional six (6) month period to February 28, 2014; and

WHEREAS, Commission approved this Modification 2 pursuant to Resolution Number 13-0158 on July 23, 2013; and

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

WHEREAS, prior modifications were identified as "Agreements," this and future modifications are, and will be, identified as "Amendments"; 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, as amended by the:

First Amendment, dated **July 17, 2012**

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 a six (6) month period for a new ending date of February 28, 2014.

3. **Section 5. Compensation** is hereby amended to increase the total compensation payable by an amount not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000) as shown on Appendix B.2 for a new total not to exceed amount of Five Million Five Hundred Eighty-four Thousand Dollars (\$5,584,000).

4. **New Section 8. Submitting False Claims; Monetary Penalties** is hereby replaced in its entirety to read as follows:

8. Submitting False Claims; Monetary Penalties.

Pursuant to San Francisco Administrative Code §§6.80-6.83, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim shall be liable to the City for the statutory penalties set forth in those sections. The text of Sections 6.80-6.83, along with the entire San Francisco Administrative Code is available on the web at: http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca. A contractor, subcontractor, supplier, consultant or subconsultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor 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.

5. **Delete Section 63. Labor Peace / Card Check Rule** is hereby deleted in its entirety.

6. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after July 23, 2013.



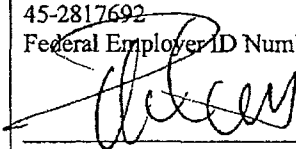
7. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Appendices

B.2 Calculation of Charges

C.2 SFO Terminal 3 Shared Staffing Plan and Budget

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	
 By: <u>John L. Martin, Airport Director</u>	 Authorized Signature
Attest:	Nicholas A. Smyth Vice President URS Corporation, dba URS Corporation Americas
By: <u>Jean Caramatti</u> Jean Caramatti, Secretary Airport Commission	85665 City Vendor Number
Resolution No: 13-0158	One Montgomery Street, Suite 900 San Francisco, California 94104
Adopted on: July 23, 2013	415-547-2552
Approved as to Form:	45-2817692 Federal Employer ID Number
Dennis J. Herrera City Attorney	 Authorized Signature
By: <u>Heather Wolnick</u> Heather Wolnick Deputy City Attorney	Myrto Xenaki, Ph.D ANDREW PETREAS, PE President Environmental & Construction Solutions
	85665 City Vendor Number
	290 Division Street, Suite 307 San Francisco, California 94103
	415-934-8790
	45-2817692 Federal Employer ID Number



Appendix B.2 Calculation of Charges

This is Appendix B.2 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 and Appendix A.1 of this Agreement, the City will pay fees and expenses not-to-exceed **One Million Two Hundred Thousand Dollars (\$1,200,000)** for an additional six (6) months of services.
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 February 28, 2014. 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

No Change

E. Fee

No Change

F. Other Direct Cost (ODC)

No Change

G. Approved Hourly Base Rates

No Change

END OF APPENDIX B.2

	LBSE	\$118.18	\$42.59	\$20.77
Total Estimated Cost	20%	20%	20%	20%
Estimated Cost	20%	20%	20%	20%
Estimated Cost	20%	20%	20%	20%
Total Cost	20%	20%	20%	20%

3. RESEARCH DESIGN & ANALYSIS	
Study Design	Quasi-Experimental
Study Population	High School Students (N=120)
Intervention	Computer-Based Learning Module
Comparison	Traditional Classroom Instruction
Outcome Measures	Knowledge Gain, Attitude Change, Self-Efficacy
Statistical Analysis	Pre-Test/Post-Test Design, ANOVA
Limitations	Small Sample Size, Lack of Randomization
Conclusions	Computer-Based Learning Module Shows Promise for Improving Student Understanding of Basic Science Concepts

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.

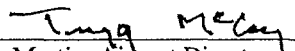
10. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

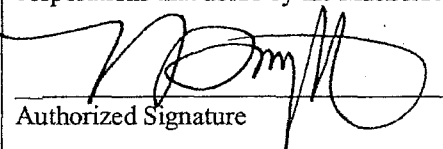
By


Kathryn Luke
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

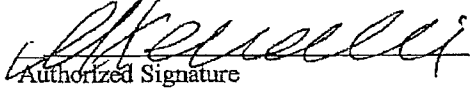
One Montgomery Street, Suite 900
Address

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

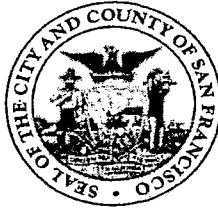
85665
City Vendor Number

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

San Francisco International Airport
URS/ECS JV Terminal 3 Staffing Plan
T3 Administrative CM and T3 Checkpoint Project

June 26, 2012

APPENDIX C.1

[illegible]

		CONCEPTUAL SCHEDULE																																															
		2012												2013												2014												2015											
		1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
13 WAE PROJECT																																																	
ATP																																																	
DESIGN PHASE																																																	
Conceptual Design																																																	
Design Development																																																	
Construction Documents																																																	
CONSTRUCTION PHASE																																																	
Pre-Construction																																																	
Stamp Level																																																	
Commence Level																																																	
Post Construction / Closeout																																																	
13 MICROPHONE PROJECT																																																	
Bringing Documents																																																	
Process Design Studies																																																	
Design Phase 1																																																	
Construction Construction																																																	
Design Phase 2																																																	
13 Building Expansion																																																	
Accession																																																	



**Appendix D.1
SUBCONTRACTOR LIST**

This 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

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

Agreement between the City and County of San Francisco and
URS/ECS, a Joint Venture

Contract No. 9048.9

This Agreement is made this 1st day of August, 2011, in the City and County of San Francisco, State of California, by and between: URS Corporation, dba URS Corporation Americas, One Montgomery Street, Suite 900, San Francisco, California 94104 and Environmental & Construction Solutions, 290 Division Street, Suite 307, San Francisco, California 94103, a joint venture, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "Commission."

Recitals

WHEREAS, the Commission wishes to enter into this Agreement with the Contractor to provide construction management services for the Terminal 3 Improvements Program; and,

WHEREAS, Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and

WHEREAS, a Request for Proposal ("RFP") was issued on April 1, 2011, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, Commission awarded this contract to Contractor on June 30, 2011, pursuant to Resolution No. 11-0145; and

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

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

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

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Supervisors. Contractor'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 the entire Agreement shall be from August 1, 2011 to December 31, 2014.

3. **Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Services to be provided by Contractor," attached hereto and incorporated by reference as though fully set forth herein.

5. **Compensation.** Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Deputy Airport 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 **Two Million Two Hundred Twenty-one Thousand Dollars (\$2,221,000)** for the first year of services and may be modified pending successful completion of the first year of services. 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. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Design & Construction as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor 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 Contractor prior to Contractor's submission of HRC Progress Payment Form. If the Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

6. **Guaranteed Maximum Costs.** 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. 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 Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. 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 Controller. 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 Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor 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. LEFT BLANK BY AGREEMENT OF THE PARTIES**

10. **Taxes**

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character 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 does not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor 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 Contractor. Contractor 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 Contractor. Contractor 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 Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. **Independent Contractor.** Contractor or any agent or employee of Contractor 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. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. **Payment of Taxes and Other Expenses.** 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 Contractor 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 Contractor 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 Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor 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, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor 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 Contractor was not an employee.

15. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; 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) Commercial 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, for landside (non-airfield) operations. If project activity is located within the Airport's field side, otherwise known as AOA, the combined single limit per occurrence will be at least \$2,000,000.

4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, the Airport Commission and its members, and all of their officers, directors, and employees.

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. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

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

f. 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.

g. 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.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insured.

16. Indemnification

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

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

c. **Copyright infringement.** Contractor shall also indemnify, defend and hold harmless all Indemnities from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Contractor's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

17. **Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that 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. **Liquidated Damages.** LEFT BLANK BY AGREEMENT OF THE PARTIES

20. **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 Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor 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 Contractor'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 that 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 Contractor and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor 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 overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor 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 Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

3) The reasonable cost to Contractor 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 Contractor, 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 Contractor or any of its subcontractors 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 Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor 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, in the opinion of the City, 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.

21. Rights and Duties upon Termination or Expiration

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

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|---|---|
| 8. Submitting false claims | 24. Proprietary or confidential information of City |
| 9. Disallowance | 26. Ownership of Results |
| 10. Taxes | 27. Works for Hire |
| 11. Payment does not imply acceptance of work | 28. Audit and Inspection of Records |
| 13. Responsibility for equipment | 48. Modification of Agreement. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance | 50. Agreement Made in California; Venue |
| 16. Indemnification | 51. Construction |
| 17. Incidental and Consequential Damages | 52. Entire Agreement |
| 18. Liability of City | 56. Severability |
| | 57. Protection of private information |

Subject to the immediately preceding sentence, 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. Contractor 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.

22. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

23. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor 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. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

24. 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:

To City: **Judi Mosqueda**
Project Manager
San Francisco International Airport
Design & Construction
P. O. Box 8097

San Francisco, CA 94128
Email: judi.mosqueda@flysfo.com
Fax: (650) 821-7799

To Contractor: Nicholas A. Smyth
Vice President
URS Corporation
One Montgomery Street, Suite 900
San Francisco, CA 94104
Email: nick_smyth@urscorp.com
Fax: (415) 777-3023

Any notice of default must be sent by registered mail.

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

26. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors 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 Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor 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, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

27. Audit and Inspection of Records. Contractor 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. Contractor 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. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five 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.

28. Subcontracting. Contractor 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.

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

30. **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.

31. **Earned Income Credit (EIC) Forms.** Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor 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 Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor 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. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

32. **Local Business Enterprise Utilization; Liquidated Damages**

a. **The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. **Compliance and Enforcement**

1). **Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the

sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

2) **Subcontracting Goals.** The LBE subcontracting participation goal for this contract is **18%**. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

3) **Subcontract Language Requirements.** Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

4) **Payment of Subcontractors.** Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor 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 Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

33. Nondiscrimination; Penalties

a. **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race.

color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) 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.

c. **Nondiscrimination in Benefits.** Contractor 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 San Francisco Administrative Code.

d. **Condition to Contract.** As a condition to this Agreement, Contractor 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 San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor 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, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco 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 Contractor and/or deducted from any payments due Contractor.

34. **MacBride Principles—Northern Ireland.** Pursuant to San Francisco Administrative Code §12F.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 Contractor acknowledges and agrees that he or she has read and understood this section.

35. **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to §804(b) of the San Francisco Environment Code, 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.

36. **Drug-Free Workplace Policy.** Contractor 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. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

37. **Resource Conservation.** Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

38. **Compliance with Americans with Disabilities Act.** Contractor 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. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor 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 Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

39. **Sunshine Ordinance.** In accordance with San Francisco Administrative Code §67.24(c), 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 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.

40. **Public Access to Meetings and Records.** If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

41. **Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further

acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

42. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If the Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

43. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(c) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the

HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

44. First Source Hiring Program

a. Application of Administrative Code Provisions by Reference.

The provisions of Chapter 83 of the San Francisco Administrative Code apply to this Agreement. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. **First Source Hiring Agreement.**

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts

handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

- 6) Set the term of the requirements.
- 7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
- 8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
- 9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages

The Contractor agrees:

- 1) To be liable to the City for liquidated damages as provided in this section;
- 2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- 3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year:

Therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

45. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding

on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

46. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

47. 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. The Contractor 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 20% (HRC Contract Modification Form).

48. 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.

49. 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.

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

51. 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 47, "Modification of Agreement."

52. Compliance with Laws. Contractor 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.

53. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

54. Supervision of Minors. LEFT BLANK BY AGREEMENT OF THE PARTIES

55. 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.

56. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

57. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

58. Food Service Waste Reduction Requirements. Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500)

liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

59. Slavery Era Disclosure – LEFT BLANK BY AGREEMENT OF THE PARTIES

60. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

61. Dispute Resolution Procedure. LEFT BLANK BY AGREEMENT OF THE PARTIES

63. Airport Intellectual Property

Pursuant to Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. All proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior consent.

64. Labor Peace / Card Check Rule

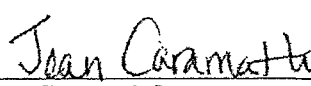
Without limiting the generality of other provisions herein requiring Contractor to comply with all Airport Rules, Contractor shall comply with the Airport's Labor Peace / Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No. 00-0049 (the "Labor Peace / Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace/Care Check Rule, Contractor shall, among other actions: (a) Enter into a Labor Peace/Care Check Rule Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his / her designee, within thirty (30) days after Labor Peace/Care Check Rule Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Contractor shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Airport Director or his / her designee (registered labor organization"), that Contractor is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Contractor shall provide notice to all registered Labor Organizations that Contractor is seeking to enter into such Subcontract; and (d) Contractor shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If Airport Director determines that Contractor violated the Labor Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition to exercising all other remedies available to him / her.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY
AIRPORT COMMISSION
CITY AND COUNTY OF
SAN FRANCISCO

By: 
John L. Martin, Airport Director

Attest:

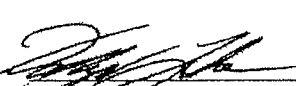
By: 
Jean Caramatti, Secretary
Airport Commission

Resolution No: 11-0145

Adopted on: June 30, 2011

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
Kathryn Luhe
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 35, 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

~~70473~~ **85665**
City Vendor Number

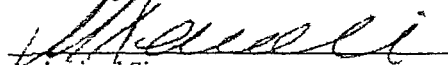
One Montgomery Street, Suite 900
Address

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

~~70473~~ **85665**
City Vendor Number

290 Division Street, Suite 307
Address

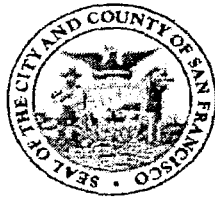
San Francisco, CA 94103
City, State, ZIP

(415) 934-8790
Telephone Number

45-2817692
Federal Employer ID Number

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: SFO Terminal 3 Shared Staffing Plan and Budget
- D: Subcontractor List



APPENDIX A

Services to be provided by Contractor

Provide all labor, material, equipment services and supplies necessary 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).

- A. The Contractor shall provide **Administrative Construction Management Services** as detailed below in **Task 1** for the Terminal 3 Improvements Program, Checkpoint Expansion ("T3CKPT" SFO Project 9048.A) and the Terminal 3, Boarding Area E Improvements Project ("T3 BAE" SFO Project 8974.B). Administrative Construction Management services will provide oversight and coordination of all Terminal 3 projects resulting in the production of, and coordination of, project controls and reporting with the T3 BAE Project. The Contractor shall collaborate with and share Administrative Construction Management Service responsibilities with PGH Wong who is the construction manager for the T3 BAE Project under Contract 8974.9.
- B. The Contractor shall also provide **Construction Management Services** as detailed below in **Task 2 and Task 3** for the T3 CKPT Project (SFO Project 9048.A) all under this 9048.9 agreement.

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
Scope B: Boarding Area F (BAF) Expanding building out and restrooms renovation

The project includes two possible scopes of work that may be incorporated to the project after further studies and if funds are available and approved by the Airport. These additional scopes of work include the following:

- Scope C: Boarding Area E (BAE) reconfiguring passenger security checkpoint
Scope D: Boarding Area F (BAF) Redesigning Hub Mezzanine

TASK 1 – ADMINISTRATIVE CONSTRUCTION MANAGEMENT SERVICES FOR ALL WORK ASSOCIATED WITH THE T3CKPT PROJECT AND THE T3 BAE PROJECT

All Task 1 activities shall be collaboration between the Contractor and PGH Wong, the 8974.9 Contractor as agreed to between the parties:

A. PROJECT CONTROLS AND REPORTING

1. The Contractor shall provide a comprehensive project control system capable of providing all of the tools to successfully control and report on the entire Terminal 3 program associated with this

agreement. The Contractor shall recommend a format to use for deliverables by all T3 Program participants and shall adjust the format to meet the requirements of the Commission. The project control system shall be compatible with MS Word, Excel, MS Project, and Primavera, AutoCAD and Revit.

2. The Contractor shall provide all T3 Program deliverables and reports in electronic format; accompanied by multiple hard-copies and color duplicates as directed by the Airport's Project Manager.
3. The Contractor shall track and store all T3 Program information such as: correspondence, requests for information/clarification, design review comments, budget, cost, cost estimates and schedule and other pertinent T3 Program data in an electronic project management system.
3. The Contractor shall provide the following Project deliverables during all phases of each T3 Program:

a. Monthly Cost Reports:

- 1) The Contractor shall prepare a comprehensive T3 Program monthly cost and budget report which includes:
 - a) All T3 Program costs and earned value estimates including costs and payments to Contractors and subcontractors
 - b) All T3 Program expenditures incurred by Commission staff and all project participants.
 - c) Monthly cash flow and trend reports for the entire T3 Program and any additional reports as may be requested by the Commission
- 2) The Contractor shall anticipate and report all potential T3 Program issues. Provide cost recovery recommendations on a monthly basis.

b. Weekly and Monthly Schedule Reports:

Updated Schedule: The Contractor shall monitor T3 Program progress in relationship to existing T3 Project baseline schedules. The Contractor shall prepare detailed monthly T3 Program schedule reports and schedule trend reports. The Contractor shall provide T3 Program schedule recovery recommendations on a monthly basis and anticipated schedule phases. The Contractor shall use MS Project or Primavera formats.

c. Monthly T3 Program Progress Reports:

- 1) The Contractor shall prepare monthly T3 Program progress reports in a variety of forms so that varying levels of details are communicated to different management levels within the Commission organization as well as to the Public. The Contractor shall provide T3 Program reports monthly, quarterly, annually, or at other frequency to be determined by the Commission.

- 2) The Contractor shall collect T3 Program data from information (scope, schedule and budget information) provided by Commission staff, other Contractors and subcontractors and outside agencies; and shall compile, and present the information in a comprehensive format.

d. Construction Manager's Monthly Report:

The Contractor shall submit a T3 Program written monthly report to the Commission on services provided to the Commission under this Agreement. The Contractor will report on its progress and any problems in performing the T3 Program Work of which the Contractor becomes aware.

B. PROJECT SCHEDULING SERVICES

1. The Contractor shall compile and validate T3 Program schedules from all Airport designers, contractors, and design-builders, as well as external agencies.
2. The Contractor shall generate T3 Program schedules for all phases of each of the T3 Program.
3. The Contractor shall develop, review, and monitor all T3 Program schedules at various levels appropriate to the required management level during all T3 Program phases.
4. The Contractor shall identify and analyze dependencies, controls, and interfaces between all T3 Program with other airport operational activities, and/or with external projects. The Contractor shall perform alternative analysis project sequence to optimize T3 Program implementation.
5. The Contractor shall review and monitor all T3 Program construction schedules and coordinate schedules with other Airport Projects.
6. The Contractor shall provide T3 Program schedule reporting and analysis services at the appropriate management level.
7. The Contractor shall coordinate and monitor the Contract 9048.A project schedule with the Contract 8974.B schedule and provide an analysis report to the Airport Project Manager.

C. PROJECT BUDGET SERVICES

The Contractor shall support the Commission's financial analyses of the T3 Program by:

1. Preparing and reviewing all T3 Program hard and soft cost budget estimates resulting in the establishment of a T3 Program baseline budget.
2. Preparing and reviewing life cycle costs including operations and maintenance costs for the entire T3 Program.
3. Reviewing cost benefit analysis and preparing a summary report for the entire T3 Program.
4. Conducting analysis of financial consequences of design alternatives, alternatives resulting from value engineering reviews of design and construction techniques, and costs due to site and schedule constraints for the entire T3 Program.

5. Providing project level cost and trend management services for the entire T3 Program.
6. Providing a wide range of cost estimates, including pre-construction, concept, budgetary, design, construction and engineer's estimates. Cost estimates shall be coordinated between all T3 Projects in collaboration with the Contract 8974.9 Contractor.
7. Establish a T3 Program cost management system in alignment with, and supportive of, the City and County of San Francisco's budgeting and accounting requirements and systems. Development of the cost management system shall be in collaboration with the Contract 8974.9 Contractor.
8. Establish, review and support management for appropriate budgetary contingencies and review project risks. Development of budgetary contingencies and T3 Program risks shall be in collaboration with the Contract 8974.9 Contractor.
9. Provide budget and funding report services, documenting sources of funds and cash flow projections for the entire T3 Program. Development of the budget and funding report shall be in collaboration with the Contract 8974.9 Contractor.
10. Develop and maintain procedures to forecast all T3 Program costs and advise the Airport on corrective actions if budget forecast are to be exceeded. Development of forecast procedures shall be in collaboration with the Contract 8974.9 Contractor.
11. Assist Airport staff in the development of funding sources such as the preparation of FAA Airport Improvement Project ("AIP") and Passenger Facility Charge ("PFC") grant applications.

D. DOCUMENT CONTROL SERVICES

1. The Contractor shall maintain files of all project documentation in an integrated, accessible electronic format with a hard copy stored in a retrievable system. Development of a document control system shall be in collaboration with the Contract 8974.9 Contractor.
2. The Contractor shall maintain status logs of project documents such as design activities and status, requests for information, submittals and substitution requests.
3. The Contractor shall assess current computerized document control/reporting systems and recommend upgrades or replacement to support the T3 Program and all associated Projects; this shall be in collaboration with the Contract 8974.9 Contractor.
4. The Contractor shall develop and maintain systems for the efficient distribution of project documents to contractors, agencies, City departments, and other stakeholders as directed.

E. PROJECT COORDINATION

1. The Contractor shall assist Commission staff with T3 Program coordination and development efforts with the Contract 8974.9 Contractor, Airport operations, airlines, agencies and other stakeholders, as required and directed by the Commission.

2. The Contractor shall assist with the establishment, implementation, and modification of project administrative procedures, including contract preparation in collaboration with the 8974.9 Contractor.
3. The Contractor shall implement and support an Action Item system to track key project activities. Development of the Action Item system shall be in collaboration with the Contract 8974.9 Contractor
4. The Contractor shall coordinate and document stakeholder programming and design review input.
5. The Contractor shall assist Commission staff with identifying and coordinating Airport and tenant utility infrastructure documentation.
6. The Contractor shall assist Commission staff with TSA security systems and equipment coordination.
7. The Contractor shall assist Commission staff, and the Contract 8974.9 Contractor, with maintaining active terminal operations, phasing, protection, environmental issues, off-hours work, utility cutovers and associated activities.
8. The Contractor shall review design-builder construction documents for constructability, impact to Airport operations, and consistency with all T3 Program schedules. The Contractor shall provide review comments and/or recommendations to the Airport Project Manager.
9. The Contractor shall review proposed T3 construction work plans and provide recommendations to the Airport for coordination with Contract 8974.B.
10. The Contractor shall coordinate with Contract 8974.B to examine materials and equipment being incorporated into the work to verify that they are handled, stored, and installed properly.
11. The Contractor shall coordinate with Contract 8974.B to monitor environmental inspection for contractor's compliance with environmental regulations.
12. The Contractor shall coordinate with Contract 8974.B to provide all testing and special inspections and materials testing as required by the California Building Code and engineer's reports for submission to the Commission. The Airport Project Manager will judge the acceptability of all testing and inspection means, methods, results and reports performed on behalf of the Contractor. The Airport building official has the authority to require additional testing based on final code requirements and interpretation.
13. Contractor shall meet with Contract 8974.B staff as necessary to provide successful oversight and coordination of the T3 Program and prepare meeting notes. The Contractor shall review and communicate information presented to Airport Managers and all attendees.

TASK 2 - CONSTRUCTION MANAGEMENT SERVICES SPECIFIC TO CONTRACT 9048.A
(T3 CKPT PROJECT)

A. CONSTRUCTION MANAGEMENT SERVICES

1. The Contractor shall report on and participate in the T3 CKPT Project design-build trade subcontract procurement process.
2. The Contractor shall review and/or prepare construction quality assurance/quality control plans for the T3 CKPT Project.
3. The Contractor shall provide technical, full-time, on-site observation and inspection of the progress and quality of the construction work of the T3 CKPT Project. (Note: During the construction phase, the Contractor may need to integrate, within its technical support staff, Airport/City staff to provide on-site observation of the Work, depending upon availability of Airport/City personnel.)
4. The Contractor shall coordinate or procure the services of testing laboratories to assure that the proper number and type of tests are being performed in a timely manner for the T3 CKPT Project.
5. The Contractor shall manage the submission of samples, shop drawings, Operation & Maintenance (O&M) manuals, and other submittals between contractors and the Commission for the T3 CKPT Project. The Contractor shall maintain a log of all submittals for the T3 CKPT Project.
6. The Contractor shall identify problems encountered in accomplishing the T3 CKPT Project Work and recommend appropriate action to the Commission in order to resolve problems with a minimum effect on the timely completion of the T3 CKPT Project and the T3 Program.
7. The Contractor shall maintain a log of any requests for information and shall prepare the Commission's non-technical responses for the T3 CKPT Project.
8. The Contractor shall review and recommend progress payment requests for accuracy and recommend approval to the Airport Project Manager for the T3 CKPT Project.
9. The Contractor shall review construction contractor reports, as-built drawings, and other construction documentation and ensure information is captured in the Commission's record keeping system for the T3 CKPT Project.
10. The Contractor shall attend job site meetings and prepare meeting minutes for the T3 CKPT Project. The Contractor shall review and communicate information presented to Airport Managers and all attendees.
11. The Contractor shall monitor compliance by the T3 CKPT Project design-builder of all contract terms and conditions including, but not limited to, HRC requirements, certified payroll, labor standards, drug policy, security requirements, site cleanliness, and safety.
12. The Contractor shall administer the evaluation and negotiation of T3 CKPT Project change orders and prepare and process change orders and contract modifications.
13. The Contractor shall manage activation activities and prepare written status reports for the T3 CKPT Project.

14. The Contractor shall conduct final T3 CKPT Project inspections prior to project acceptance, notify the Commission in a timely manner of the results of the inspections, and administer acceptance procedures and tests for the T3 CKPT Project.
15. The Contractor shall perform project closeout activities for the T3 CKPT Project.
16. The Contractor shall support dispute and/or claim resolution analysis and reconciliation efforts for the T3 Program.

TASK 3 - DESIGN SERVICES SPECIFIC TO CONTRACT 9048.9 (T3 CKPT PROJECT)

A. CONSULTATION WITH COMMISSION

1. The Contractor shall coordinate with the Airport and define the requirements for the Work and review available data.
2. The Contractor shall review the Airport's conceptual program for scope, coordination requirements, criteria, budget and constructability including:
 - a. The Contractor shall identify, analyze and conform to the requirements of governmental and private authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.
 - b. The Contractor shall provide a Building Code Specialist to perform a Building Code Analysis identifying classifications, accessibility, egress requirements, and life safety requirements.
3. The Airport's conceptual plan for the Terminal 3 checkpoint, concession and holdroom areas was only intended to describe the general scope. There were compromises made to the layout, based on the real estate available. Some of these areas will require rethinking to optimize circulation and other design goals. The architectural treatment for Scope B, the crossroads area, where Terminal 3 meets Boarding Area F, will require a creative and sophisticated design effort, with a high end concessions program. The Contractor shall review the conceptual plan and consult with the Airport in order to meet the design aspirations of the Airport for the Terminal 3 Checkpoint Project, which are equal to the quality of the recently completed Terminal 2 project.

B. SITE VISIT AND INVESTIGATIONS

1. The Contractor shall investigate existing conditions through site visits and investigations to determine scope of work and shall prepare an existing conditions report including ground penetrating radar (GPR) services. The Contractor shall obtain from the Airport's Office of Environmental Control and Airport's Industrial Hygienist all available information on hazardous materials for area of Work.
2. The Contractor's existing conditions report shall include, but is not limited to the following: summary of scope of work, effects on design to ground penetrating radar (GPR) drawings and a technical description of the existing systems categorized by discipline. If hazardous materials are present prepare survey report and remediation plan to be included in existing conditions report.

C. RECOMMENDATIONS ON REQUIRED ADDITIONAL INFORMATION

1. The Contractor shall make recommendations on required additional information necessary to complete the design and complete the preliminary reports and schematic bridging document materials. The Contractor shall advise on the necessity of obtaining additional information necessary for purposes of design and constructability. Such information might include, by way of example only: previous reports, as built conditions, description of property boundaries or tenancy boundaries, as built information, rights of way, topographic, hydrographic, and utility surveys, soil mechanics, seismic and subsoil data, chemical, mechanical and other data logs of borings, etc. The Contractor shall advise the Airport Project Manager whether such data is adequate for purposes of design. The Contractor shall determine if additional data is necessary because of apparent errors, conflicts and incomplete information or otherwise, before the Contractor can proceed with design.
2. The additional information required by the Contractor under Paragraph C.1 above shall be requested by the Contractor in writing to the Airport Project Manager.

D. PRELIMINARY ESTIMATES OF CONSTRUCTION COST

1. The Contractor shall prepare preliminary estimates of construction costs and times of completion for each Project.
2. The Contractor shall develop alternative conceptual plans and provide a general economic analysis of the Commission's program requirements applicable to various design alternatives.

E. PROJECT PROGRAMMING

1. The Contractor shall prepare planning and programming studies, which may include special engineering studies and reports such as seismic analysis, facility condition assessments, geotechnical/hazardous materials investigations, Building Code Analysis, any other applicable code review and studies required for the design.
2. The Contractor shall consider the following Project elements in the development of the Project programming study and design:
 - a. Providing Ground Penetrating Radar (GPR) Services and drawings
 - b. Expanding building to add floor space
 - c. Demolishing selective areas for public and tenant interior improvements
 - d. Reconfiguring and partitioning gates and hold rooms
 - e. Creating new public, tenant or concessions space floor and ceiling interior finishes in and adjacent to the affected areas
 - f. Creating new or relocating old passenger amenities
 - g. Providing structural analysis and design
 - h. Creating and installing new static and dynamic signage
 - i. Modifying HVAC, plumbing, fire protection, electrical power, metering, and lighting systems

- j. Modifying life safety, fire alarm, visual and audible paging systems
 - k. Providing infrastructure for new art and exhibits
 - l. Creating new or reconfiguring airline and concessions shell spaces and utilities
 - m. Providing new doors and hardware
 - n. Providing new or relocating hold room furniture, counters and workstations
 - o. Refurbishing elevator
 - p. Modifying or relocating passenger boarding bridge/structures
 - q. Modifying baggage handling system with In-line EDS and basement ventilation system
 - r. Repairing aircraft apron paving
 - s. Reconditioning and modifying Hydrant fuel system
 - t. Modifying Airport main special systems room and equipment
 - u. Providing new special systems rooms, tenant wiring closets and redundant backbone cable systems
 - v. Providing new Airport WIFI infrastructure
 - w. Providing new or relocating existing common use Flight Information Display Systems, Counter Information Displays, Gate and Curbside Information Displays, Baggage Information Displays
 - x. Providing new access control and CCTV systems
 - y. Providing basis of design for LEED Gold Certification
 - z. Coordinating with TSA new security systems and equipment
 - aa. Providing hazardous materials survey, report and abatement work
- 3. The Contractor shall assist the Airport Project Manager with pre-design and pre-construction activities.
 - 4. The Contractor shall coordinate with the Airport's Quick Response Team (QRT) to refine programming requirements and scope of work.
 - 5. The Contractor shall facilitate a Visioning process through a series of design "charettes" to explore sophisticated, sustainable and cost effective design alternatives. The Contractor shall develop design concepts that meet the Airport's functional needs and prepare presentations and renderings for Airport Commission approval.

6. The Contractor shall provide architectural and engineering services and any other special design services required by the design needs of each Project in order to provide information for the development of the Project program for the Bridging Contract Documents that will be used as basis of design for the Design-Build contractor. The Contractor shall provide, but is not limited to, the following Project programming services:
 - a. Reconcile the building design program with the Airport's budget. Advise the Airport if budget and program are not compatible and make recommendations.
 - b. Verify the Airport's list of building functions and spaces.
 - c. Verify the Airport's list of equipment and furnishings.
 - d. Identify specific departmental and room occupancies.
 - e. Create room function and relationship criteria and proceed with a user survey through the Airport's Quick Response Teams (QRTs) meetings.
 - f. Determine the Airport's spatial requirements for hold rooms and concessions layout to optimize revenue.
 - g. Determine preliminary structural, mechanical, electrical and other engineering systems.
 - h. Calculate areas and volumes, and analyze plan efficiency of the design by usable area, area per person or other method.
7. The Contractor shall provide specialty design services with firms experienced in the design of the following:
 - a. Passenger Boarding Bridges (PBB)
 - b. Baggage Handling Systems (BHS)
 - c. Security
 - d. Concessions in Airport Terminals and Concession Program Development to provide concession placement, planning and space requirements for optimal revenue generation.
 - e. Information Technology (IT)
8. The Contractor shall provide a plan for LEED Gold Certification as a basis for design.
9. The Contractor shall make recommendations for all testing and special inspections required by the California Building Code.
10. The Contractor shall prepare and submit for Airport review and approval:
 - a. A programming document containing design criteria with appropriate exhibits and any necessary reports for Airport review and approval. Reports and exhibits shall incorporate the Commission's program requirements and shall include structural concepts, site utilization plans, floor plans, elevations, sections, study perspectives and other drawings necessary to describe the Project. Schematic reports shall be developed until an acceptable design concept has been approved by the Commission. The Contractor shall participate in weekly progress meetings with representatives of the Commission and shall coordinate with the Airport Project Manager formal design presentations at times indicated on the project schedule.

- b. Outline specifications including architectural, structural, mechanical and electrical. Select baseline HVAC systems, baseline plumbing systems, baseline electrical systems, baseline security and special systems.
 - c. Presentation materials including site plan, floor plans, elevations and rendered perspectives at a scale acceptable to the Commission necessary to convey the architectural design. Colors and materials sample boards.
 - d. Preliminary construction phasing and constraints.
11. Contractor reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to Commission and set forth Contractor's findings and recommendations.
12. The Contractor shall assist in the development of project design standards.

F. BRIDGING DOCUMENTS

The Contractor shall prepare schematic design (SD) contract bridging documents to be used for the solicitation of the design build RFQ/RFP for the T3 CKPT Project. Schematic design contract bridging documents shall clearly indicate the improvements and construction anticipated for the Project and shall provide sufficient information and alternatives so that there is a clear direction for the design builder who will be responsible for the subsequent design phases. The SD contract bridging documents, including drawings and outline specifications, shall incorporate all scope of work items associated with the T3 CKPT Project with sufficient information to allow the design-builder to fully understand the main design concepts and Project orientation. The Contractor shall coordinate the work products of all subconsultant design work efforts for the T3 CKPT Project contract bridging documents.

The Bridging Documents shall include, but are not limited to, the following:

- 1. Project Description:
 - a. Scope of Work: A comprehensive narrative of the scope of work and program requirements for each project. Narrative shall include, but is not limited to, the following:
 - 1) List of mechanical and electrical decisions and issues
 - 2) Preliminary HVAC equipment list
 - 3) Preliminary plumbing equipment list
 - 4) Coordinate Airport insurance carrier's fire protection design criteria
 - 5) Preliminary fire protection equipment list
 - 6) Preliminary electrical equipment list
 - 7) Structural Code Analysis and preliminary structural work
 - b. Planning and Design Guidelines: The Contractor shall follow the latest version of planning and design guidelines enforced and requested by the local review agency and special Airport requirements. These services include, but are not limited to, the following:
 - 1) California Building Code

- 2) Airport Tenant Improvement Guidelines
 - 3) Airport Quality Management District regulations, if applicable
 - 4) Planning Guidelines and Design Standards (PGDS) for Checked Baggage Inspection Systems, TSA
 - 5) Checkpoint Design Guide, TSA
 - 6) ADA Accessibility Guidelines for Buildings and Facilities (ADAAG)
 - 7) Design Standards: Project design standards.
- c. Design and Documentation Standards: The Contractor shall provide standards for all disciplines consistent with Airport standards. Standards include, but are not limited to, the following: CADD layering standards and Airport Design standards.
2. Design Guide Illustrations (DGI), Schematic Design: The Contractors design package shall provide all the necessary information to describe the scope of work for each project. Drawings shall include, but are not limited to, the following:
- a. Structural concepts
 - b. Site utilization plans
 - c. Floor plans
 - d. Elevations
 - e. Sections
 - f. Study perspectives, renderings
 - g. Coordination schematic design plans for HVAC vertical and horizontal distribution
 - h. Coordination schematic design plans for plumbing vertical and horizontal distribution
 - i. Coordination schematic design plans for fire protection vertical and horizontal distribution
 - j. Coordination schematic design plans for electrical vertical and horizontal distribution
3. Owner's Minimum Requirements (OMR): The Contractor shall provide a specification like manual that covers all aspects of the design and construction that are not adequately described in the DGI's in terms of the required end product.
4. The Contractor shall provide outline specifications that shall include the following:
- a. An index showing all divisions, titles, and sections intended to be used. The format shall be that which is recommended by the Construction Specifications Institute (CSI), 2011 Master Format.
 - b. Outline specifications shall include, at a minimum: architectural, structural, mechanical and electrical disciplines. Select baseline HVAC systems, baseline plumbing systems, baseline electrical systems, baseline security, fire safety, special systems: These descriptions shall include applicable code requirements and applicable standards reference.
5. Program Phasing Report: The Contractor shall provide a preliminary Program Phasing Report in coordination with Airport stakeholders in order to minimize the impact of construction on operations. The Report shall include tenant relocation needs, phasing plans that show project limits of each phase, temporary facilities and barriers required for temporary Life Safety measures and all other information required to fully describe the Work in each phase.
6. The Contractor shall provide a Rough Order of Magnitude Cost estimate and project schedule.

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.

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 -



Appendix B Calculation of Charges

This is an Appendix 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 services for Terminal 3 Improvements Program.

A. General

1. For the complete and satisfactory performance of the services detailed in Appendix A of this Agreement, the City will pay fees and expenses not-to-exceed **Two Million Two Hundred Twenty-One Thousand Dollars (\$2,221,000)** for the first year of services and is broken down as follows: Appendix A – Task 1 and Task 2 – Time and Materials: labor of \$1,237,232; Appendix A – Task 3 – Lump Sum: of \$873,768; Task 3 – Lump sum Owner Design Contingency: of \$100,000; and other direct cost (ODC) allowance of \$10,000. The Owner controlled design contingency amount may only be used at the sole discretion and direction of the Airport Project Manager. This amount is for the purpose of establishing a budget figure for certification by the Controller only. The total compensation to be paid shall not exceed that amount unless increased by an appropriate amendment to this Agreement.
2. No charges shall be incurred under this Agreement nor shall any payments become due to the Contractor until reports, services, or both required under this Agreement are received from the Contractor and approved by the Commission as being in accordance with this Agreement. In no event shall the Commission be liable for interest or late charges for any late payments.
3. Compensation for work performed under this Agreement will be on a time and material and lump sum payment basis as set forth in paragraph A.1 above. 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

1. Unless approved otherwise by the Commission, the Contractor's services shall be invoiced on a monthly basis and payment will be made within thirty (30) days of receipt of an acceptable invoice with satisfactory backup documentation, approved by the Project Manager. As used herein, the term "invoice" shall include the Contractor's bill or written request for payment under this Agreement for services performed. All invoices shall be made in writing.
2. Unless approved otherwise by the Commission's Project Manager, the Contractor shall, within three (3) days after receipt of payment by the Airport specified in this Agreement pay to all of its

- immediate subconsultants (or their respective assignees) the amounts to which they are entitled, after deducting any prior payments and any amounts due and payable to the Contractor by those subconsultants.
3. The Contractor shall invoice for the Work performed in conformance with procedures approved by the Commission and the then current rate agreement.
 - a. Such invoices shall segregate current costs from previously invoiced costs.
 - b. Costs for individual labor shall be segregated by task and subtasks, if any.
 - c. Notwithstanding the above, in no case shall the Contractor invoice include costs which Airport has disallowed or otherwise indicated that it will not recognize.
 4. Such invoices shall be as a minimum, (i) mechanically accurate, (ii) substantially vouchered and properly supported and (iii) in compliance with Contractor's and subconsultants' generally accepted accounting principles
 5. The Contractor shall also certify, for each invoice, that (i) the hourly rates for direct labor, whether for Contractor or its subconsultant(s), to be reimbursed under this Agreement are not in excess of the actual hourly rates in effect for the Contractor or subconsultant employees engaged in the performance of services under this Agreement at that time, and (ii) that such hourly rates are in conformance with the Agreement.
 6. The fee for the Contractor or any of its subconsultants shall be billed monthly on all direct labor and indirect costs for services provided in the current invoice at the percentage described in paragraph E below.
 7. The Commission's Project Manager reserves the right to withhold payment(s) otherwise due the Contractor in the event of the Contractor's material non-compliance with any of the provisions of this Agreement, including, but not limited to, the requirements imposed upon the Contractor in Article 15, Insurance, and Article 16, Indemnification. The Airport shall provide notice of withholding, and may continue the withholding until the Contractor has provided evidence of compliance which is acceptable to the Airport.
 8. All invoices shall be made in writing and delivered or mailed to the Airport as follows:

By US mail: **Judi Mosqueda**, Project Manager
San Francisco International Airport
Design and Construction (Contract 9048.9)
P.O. Box 8097
San Francisco, CA 94128

By Personal Delivery
or Express Mail: **Judi Mosqueda**, Project Manager
San Francisco International Airport
Delta/Singapore Building
Design and Construction (Contract 9048.9)
710 N. McDonnell Road, 2nd Floor
San Francisco, CA 94128

C. Direct Salary Rate and Direct Salary Rate Adjustment

1. The direct labor rate shall not exceed **Ninety-five Dollars (\$95)** per hour. Any rate in excess of this cap will require prior written approval from the Airport's Project Manager.
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.
3. The direct labor rates agreed upon at the effective date of this Agreement shall remain effective until June 30, 2012. 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 **120.25% for home office personnel and 99.71% 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. Whenever possible, billing rates shall be established for home office work using a home office indirect cost rate and field office work using a field office indirect cost rate. The home office indirect cost rate shall be used when staff works in an office provided by the Contractor. The field office indirect cost rate shall be used when staff is assigned full time to an office provided by the Commission. To qualify for the field office indirect cost rate the Commission shall also provide normal office equipment and materials for field office staff such as computers, printers, internet access, phone service, fax, copier, and other office materials such as paper, pens, pencils, etc.

E. Fee

The Fee for Contractor's work effort, including any subconsultant work at any tier, shall be ten percent (10%) of estimated direct labor and indirect costs of the Contractor and any subconsultants at any tier. There shall be no additional fee markup on the work of first and lower tier subconsultants.

F. Other Direct Cost (ODC)

1. All travel expenses and cost for vehicle rentals, contractor meals, and per diem into or outside the San Francisco Bay Area shall be subject to prior written approval by SFO. No administration charge may be added to the amount to be reimbursed as other direct costs. No reimbursement shall be provided for faxing documents. No mileage reimbursement shall be provided for automobile trips within the San Francisco Bay Area (less than fifty (50) miles from SFO). No reimbursement shall be provided for contractor meals, accommodations, long distance, and cellular telephone charges within the San Francisco Bay Area (less than fifty (50) miles from SFO). Specialists, Project Executives, and others that are based out of town, who are not assigned to the jobsite office, must have prior written approval by SFO in order to be reimbursed for salary costs and travel expenses. Regional (remote) executive's travel expenses to visit the local job

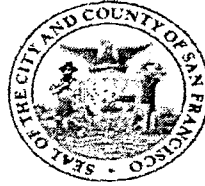
office are not reimbursable. Part-time jobsite personnel who are shared with other out-of-town clients are not reimbursed for travel expenses.

2. Any ODC expenses in excess of \$500 shall be pre-approved by the Project Manager in writing.

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 - \$60
Special Systems Manager	\$55 - \$75

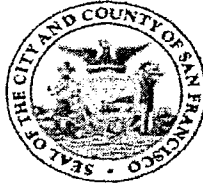
END OF APPENDIX B



Appendix C
SFO TERMINAL 3 SHARED STAFFING PLAN AND BUDGET

This is an Appendix 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 services for Terminal 3 Improvements Program.

The associated SFO Terminal 3 Shared Staffing Plan and Budget is a management tool for this contract and as such, the Contractor shall submit an update of this plan each month with the progress payment invoice request. The update shall show actual hours versus planned hours and track the associated actual cost versus planned cost. No invoice shall be processed and approved for payment until this updated Staffing Plan and Budget report is submitted and approved by the Project Manager as being in accordance with this Agreement.



**Appendix D
SUBCONTRACTOR LIST**

This is an Appendix 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 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

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>
Name of contractor: T3 East – a Joint Venture of Cooper Pugeda Management, Inc. and Environmental & Construction Solutions (ECS)
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>
<u>Cooper Pugeda Management, Inc. (T3 East, Joint Venture Partner)</u> (1) Members of the contractor's board of directors; Ismael G. Pugeda, P.E, President/Treasurer Jeffrey J. Cooper, Esq., Vice-President/Secretary (2) The contractor's chief executive officer, chief financial officer and chief operating officer; President/Treasurer – Ismael G. Pugeda, P.E Vice-President/Secretary – Jeffrey J. Cooper, Esq., Vice-President/Secretary (3) Any person who has an ownership of 20 percent or more in the contractor; Ismael G. Pugeda, P.E. – 51% Jeffrey J. Cooper, Esq. – 49% (4) Any subcontractor listed in the bid or contract; Saylor Consulting Chaves & Associates Westland Management Solutions AECOM Vali Cooper & Associates, Inc. (5) Any political committee sponsored or controlled by the contractor None
<u>Environmental & Construction Solutions (T3 East Joint Venture Partner)</u> (1) Members of the contractor's board of directors; Andrew Petreas (2) The contractor's chief executive officer, chief financial officer and chief operating officer; CEO – Andrew Petreas CFO – Andrew Petreas COO – Andrew Petreas (3) Any person who has an ownership of 20 percent or more in the contractor; Danielle Collins – 45% (4) Any subcontractor listed in the bid or contract; Saylor Consulting Chaves & Associates Westland Management Solutions AECOM

Vali Cooper & Associates, Inc.

- (5) Any political committee sponsored or controlled by the contractor

None

Saylor Consulting

- (1) Members of the contractor's board of directors;

Natalie Saylor

- (2) The contractor's chief executive officer, chief financial officer and chief operating officer;

CEO – Natalie Saylor

CFO –

COO –

- (3) Any person who has an ownership of 20 percent or more in the contractor;

None

- (4) Any subcontractor listed in the bid or contract;

None

- (5) Any political committee sponsored or controlled by the contractor

None

Chaves & Associates

- (1) Members of the contractor's board of directors;

Arlene Chaves

- (2) The contractor's chief executive officer, chief financial officer and chief operating officer;

Chaves & Associates operates as a sole-proprietor, Arlene Chaves is 100% President and Owner.

CEO – Arlene Chaves

CFO – Arlene Chaves

COO – Arlene Chaves

- (3) Any person who has an ownership of 20 percent or more in the contractor;

None

- (4) Any subcontractor listed in the bid or contract;

None

- (5) Any political committee sponsored or controlled by the contractor

None

Westland Management Solutions

- (1) Members of the contractor's board of directors;

Donna Courington – President

Scott Vosburg – Secretary

Laurie Mansur – Treasurer

- (2) The contractor's chief executive officer, chief financial officer and chief operating officer;

CEO – Donna Courington

CFO – Laurie Mansur

COO – N/A

- (3) Any person who has an ownership of 20 percent or more in the contractor;

Donna Courington

Scott Vosburg

Laurie Mansur

(4) Any subcontractor listed in the bid or contract;

None

(5) Any political committee sponsored or controlled by the contractor

None

AECOM

(1) Members of the contractor's board of directors;

Michael S. Burke – Director, Chairman and Chief Executive Officer

John M. Dionisio – Director

James H. Fordyce – Director

Senator William H. Frist, M.D – Director

Linda Griego – Director

David W. Joos – Director

William G. Ouchi – Director

William P. Rutledge – Director

Robert J. Routs – Director

Clarence T. Schmitz – Director

Douglas W. Stotlar – Director

Daniel R. Tishman – Director, Vice Chairman

(2) The contractor's chief executive officer, chief financial officer and chief operating officer;

CEO – Michael S. Burke

CFO – Stephen M. Kadenacy

Anshooman Aga (CFO) as of 6/8/15 for the Design and Consulting Services (DCS) Group in the Americas

COO – Troy Rudd

(3) Any person who has an ownership of 20 percent or more in the contractor;

N/A

(4) Any subcontractor listed in the bid or contract;

None

(5) Any political committee sponsored or controlled by the contractor

None

Vali Cooper & Associates, Inc.

(1) Members of the contractor's board of directors;

Gary W. Bedey – CEO

Agnes E. Weber – President

Don Schreuder – Outside Board Member

(2) The contractor's chief executive officer, chief financial officer and chief operating officer;

CEO – Gary W. Bedey

CFO – Marian Ross

COO – John Collins

(3) Any person who has an ownership of 20 percent or more in the contractor;

Gary W. Bedey

(4) Any subcontractor listed in the bid or contract;

None

(5) Any political committee sponsored or controlled by the contractor

None

Contractor address: Cooper Puga Management, Inc., 65 McCoppin Street, San Francisco, CA 94103 Environmental & Construction Solutions, 290 Division Street, Suite 307, San Francisco, CA 94103 Saylor Consulting, 71 Stevenson Street, Suite 400, San Francisco, CA 94105 Chaves & Associates, One Hallidie Plaza, Suite 408, San Francisco, CA 94102 Westland Management Solutions, 795 Folsom Street, Suite 1115, San Francisco, CA 94107 AECOM, 300 California Street, Suite 400, San Francisco, CA 94104 Vali Cooper & Associates, Inc., 2000 Powell Street, Suite 550, Emeryville, CA 94608	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contract: Not-to-exceed \$12,115,000
Describe the nature of the contract that was approved: The contractor will provide construction management services to assist the Airport for the Airport's Terminal 3 Improvement Projects ("Project") in a coordinated and methodical manner. Specific areas of expertise required include: terminal program planning and phasing, program-level cost/schedule controls, solicitations and contract preparation, alternative project delivery processes, construction management coordination, cost estimating, industry outreach/workshops, document control, program management systems, and other administrative support functions and operations.	
Comments: Requesting Board of Supervisors to approve the Professional Services Agreement for Airport Contract 9048.9 – Construction Management Services for Terminal 3 Improvement Projects between T3 East - a Joint Venture and the City and County of San Francisco for a contract end date through November 11, 2016 with an anticipated final contract value not-to-exceed \$12,115,000.	

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form

☒ a board on which the City elective officer(s) serves: San Francisco Board of Supervisors
 Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

