

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

Fourth Modification

THIS MODIFICATION (this "Modification") is made as of **February 18, 2015**, in San Francisco, California, by and between **T1 Partners, 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, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to incorporate a new subcontractor and modify various terms and conditions as shown on Appendix B.4; and

WHEREAS, the Commission adopted Resolution Number 13-0087 on April 16, 2013 awarding the Agreement for the period of one (1) year from the Notice to Proceed date with the option for nine (9) additional one (1)-year extensions for a total term of ten (10) years; and

WHEREAS, Amendments Nos. 1 and 2 were for administrative changes; and

WHEREAS, the Commission adopted Resolution Number 14-0067 on April 22, 2014 which authorized the award of Amendment No. 3; and

WHEREAS, pursuant to San Francisco Charter Section 9.118, the Board of Supervisors by its Resolution No. 187-13, adopted June 11, 2013, approved the contract to Consultant; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number PSC #4048-12/13 on November 19, 2012; 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 Modification:

a. Agreement. The term "Agreement" shall mean the Agreement dated April 16, 2013 between Contractor and City, as amended by the:

**First Amendment, dated August 26, 2013
Second Amendment, dated February 21, 2014
Third Amendment, dated July 8, 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 4. Services Contractor Agrees to Perform is hereby modified to incorporate Appendix A.1, Services Contractor Agrees to Perform.

3. Section 5. Compensation is hereby modified to incorporate Appendix B.4, Calculation of Charges.

4. Section 25. Notices to the Parties is hereby modified as follows:

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: Reuben Halili
Airport Program Manager
San Francisco International Airport
Airport Development & Technology Division
P.O. Box 8097
San Francisco, California 94128
Email: reuben.halili@flysfso.com
FAX: 650-821-7799

To Contractor: Perfecto M. Solis, PE
Senior Vice-President – Americas
Aviation Division
Parsons Transportation Group Inc.
1301 W. President George Bush Highway, Suite 350
Richardson, Texas 75080
Email: perfecto.solis@parsons.com
Telephone: 469-688-2435
FAX: 972-244-6077

P. A. Kini
Chief Executive Officer
EPC Consultants, Inc.
655 Davis Street
San Francisco, California 94111
Email: pkini@epcconsultants.com
FAX: 415-675-7586

Schatzie Jefferson
President
The Allen Group, LLC
594 Howard Street, Suite 301
San Francisco, California 94105
Email: schatzie@the-allen-group.com
FAX: 425-538-1837

Any notice of default must be sent by registered mail.

5. **New Section 32. Earned Income Credit (EIC) Forms** is hereby replaced in its entirety with a **New Section 32. Consideration of Criminal History in Hiring and Employment Decisions** to read as follows:

32. 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.

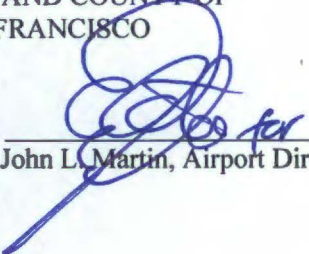
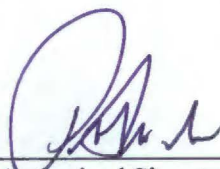
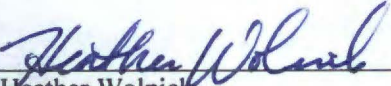

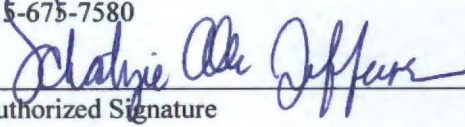
6. Appendix A, Services to be Provided, is hereby amended to include Appendix A.1, Services to be Provided.

7. Appendix B, Calculation of Charges, is hereby amended to include Appendix B.4, Calculation of Charges.

8. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **February 18, 2015.**

9. 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	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  John L. Martin, Airport Director	 Authorized Signature Perfecto M. Solis Senior Vice President – Americas Aviation Division Managing Partner of T1 Partners, Joint Venture
Approved as to Form: Dennis J. Herrera City Attorney	Parsons Transportation Group, Inc. 1301 W. President George Bush Highway, Suite 350 Richardson, Texas 75080 469-688-2435
By:  Heather Wolnick Deputy City Attorney	 Authorized Signature P. A. Kini Chief Executive Officer Partner of T1 Partners, Joint Venture
	EPC Consultants, Inc. 655 Davis Street San Francisco, California 94111 415-675-7580  Authorized Signature
	Schatzie Jefferson President Partner of T1 Partners, Joint Venture The Allen Group, LLC 188 Embarcadero, Suite 460 San Francisco, California 94105 415-538-1830 89785 City Vendor Number

	38-3896477 Federal Employer ID Number
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Attachments:

Appendix A.1, Services Contractor Agrees to Perform

Appendix B.4, Calculation of Charges

**APPENDIX A.1
SERVICES TO BE PROVIDED BY CONTRACTOR**

This Appendix A.1 attached to, and incorporated by reference in the Agreement made on **April 16, 2013**, between the City and County of San Francisco, acting by and through its Airport Commission (Commission), and **T1 Partners, Joint Venture** (Contractor) to provide Program Management Support Services for the Terminal 1 Redevelopment Program (T1 Program) at the San Francisco International Airport. The material components of the T1 Program include:

NO CHANGE

1. Description of Services

The Contractor shall provide all labor, material, equipment, services, software and supplies necessary to provide the services as detailed below:

A. KEY PERSONNEL

The Contractor's key personnel shall at a minimum include the following positions:

1. **Deputy Program Manager:** The Contractor shall provide a Deputy Program Manager/Team Leader who will be responsible for the overall execution and management of the scope of work performed by the Contractor and its subcontractors. The Deputy Program Manager/Team Leader will report to the Airport's T1 Program Manager.
2. **Program Planner:** The Contractor shall provide a Program Planner who shall be responsible for developing the phasing strategy to properly implement the program. This shall include developing Program phasing, individual project phasing, tenant relocations, and any other predecessor projects.
3. **Program Controls Manager:** The Contractor shall provide a Program Controls Manager who shall be responsible for all program financials (costs, budgets, forecasting), schedules, and reporting, and document control.
4. **Program Stakeholder Engagement Process (SEP) Manager:** The Contractor shall provide a Program SEP Manager who shall be responsible for the overall SEP's from the start of the Program through the end of each project. The SEP Manager will be responsible for overseeing and reporting on each SEP requirements through design and through start-up and activation of each project. There will be leaders (Airport Staff and Consultant Staff) for each individual SEP. These leaders will report to this Program SEP Manager.
5. **Program Construction Coordinator:** The Contractor shall provide a Program Construction Coordinator who shall be responsible for coordination of all jobsite related construction issues between the various projects and airport operations. The Program Construction Coordinator shall work with the program planner in developing the phasing strategy as described above.

6. Program Special/Security Systems Manager (IT, security, airline operational systems): The Contractor shall provide a Program Specialty/Security Systems Manager who shall be the project manager for all special/security systems throughout the entire program.
7. Program Sustainability Manager: The Contractor shall provide a Program Sustainability Manager who shall be responsible for sustainability requirements throughout the entire program. The Program Sustainability Manager shall assist in incorporating sustainability requirements for the use of various sustainability tools in anticipated solicitations for various elements of Terminal 1 Renovation Project. Some of the relevant approaches to sustainability to be developed by the Program Sustainability Manager include: a) Performing Life Cycle Assessments, b) Optimizing the Design of the HVAC Systems, c) Maximizing the Generation of Renewable Energy, d) Designing highly Energy Efficient or Zero Net Energy Buildings, and e) Specifying future-looking Building Automation Technology.

B. PLANNING PHASE

NO CHANGE

C. IMPLEMENTATION PHASE

NO CHANGE

D. PROGRAM MANAGEMENT CONTROLS

NO CHANGE

E. PROGRAM SCHEDULING

NO CHANGE

F. PROGRAM BUDGET AND FUNDING

NO CHANGE

G. PROGRAM STAKEHOLDER ENGAGEMENT PROCESS (SEP) MANAGEMENT

1. The Airport utilizes "Stakeholder Engagement Process" (SEP) meetings to obtain stakeholder input in a collaborative approach. SEP's convene to establish the programming and design requirements, design input, to answer any design builders' questions and provide clarifications, discuss alternatives to stakeholders' design desires or requirements, and to hold "page turner" meetings. SEP's are also conducted in preparation for terminal start-up and activation.
2. There are approximately 35 SEP's for specific elements or disciplines. Each SEP will be led by either Airport technical staff or Contractor staff. It is not known which SEP's will be led by Airport staff – Contractor and Airport Program Manager shall develop a SEP responsibility matrix.

3. The Contractor shall manage the overall SEP process throughout the entire Terminal 1 Program. This will include assigning SEP leaders where Airport staff is not available and provide administrative and documentation support for all SEP's.
4. The Contractor shall develop the initial Program level programming requirements narrative based upon the SEP's and overseeing the project-by-project refinement of the program requirements narrative.
5. The contractor shall utilize the SEP's to prepare for all start-up and terminal activation activities.

H. CONSTRUCTION COORINATION SERVICES

NO CHANGE

I. CONTRACT ADMINISTRATION

NO CHANGE

J. PROGRAM REPORTING

NO CHANGE

K. DOCUMENT CONTROL SERVICES

NO CHANGE

L. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

NO CHANGE

2. Tasks, Deliverables and Reports

NO CHANGE

3. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with Design & Construction will be Reuben Halili, Airport Program Manager.

END OF APPENDIX A.1

**APPENDIX B.4
CALCULATION OF CHARGES**

This Appendix B.4 attached to, and incorporated by reference in the Agreement made on **April 16, 2013** between the City and County of San Francisco, acting by and through its Airport Commission (Commission), and **T1 Partners, Joint Venture** (Contractor) providing for Program Management Support Services for the Terminal 1 Redevelopment Program (T1 Program) at the San Francisco International Airport (Airport).

A. GENERAL

No Changes

B. METHOD OF PAYMENT

No Changes

C. DIRECT SALARY RATE AND DIRECT SALARY RATE ADJUSTMENT

1. No Changes

2. No Changes

D. BILLING RATES

1. No Changes

2. No Changes

3. No Changes

E. FEE

No Changes

F. OTHER DIRECT COST

1. Unless authorized by the Airport, the Airport will not reimburse the program team for the costs of business travel, contractor meals, and accommodations, this includes specialists that are based out of town and not assigned to the jobsite office. Travel and per diem expenses for the project team's management, jobsite personnel, or staff that commute to or from other offices or residences is not allowed. Unless approved by the Program Manager, the Airport will not reimburse the Program team for deliveries, and FAX, long distance, and cellular telephone charges. Regional (remote) executive's travel expenses to visit the local job office are not reimbursable and part-time jobsite personnel who are shared with other out-of-town clients are not reimbursed for travel expenses. When authorized, travel expenses shall be in accordance with the City & County of San Francisco Travel Guidelines.

2. No Changes

3. No Changes

G. The approved Direct Base Labor Rates are as follows:

POSITION	RATE RANGE
YM CONSULTING	
Aviation Planning/Liaison	\$140 (fully burdened rate)
LABOZAN ASSOCIATES (Wayfinding)	
Project Manager/Principal	\$200 (fully burdened rate)
Lead Design	\$175 (fully burdened rate)
Designer and Project Coordinator	\$165 (fully burdened rate)
Administrative Assistant	\$60 (fully burdened rate)

END OF APPENDIX B.4