

SFO Routing Slip



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1/24/2020

Subject

Contract Modification Authorization
 Contract No. 9185.9, Mod. No. 13 - PMSS for Terminal 1/ Boarding Area B Redevelopment

Origination

Date 1/21/2020
 Division Planning, Design and Construction
 Dept./Sec. Procurement & Contracts Section

No.	Name	Action	Initial	Date
1	Daniel Edington - Legal	Signature		1/21/20
2	Ivar C. Satero - Airport Director	Signature		1/21/20
3	Accounting	Information		1/22/20
4	Victor M. Madrigal Jr.	Review & Initial		

Comments

Contract No. 9185.9, Modification No. 13 - PMSS for Terminal 1/ Boarding Area B Redevelopment

RUSH

Return to

Name Victor M. Madrigal Jr. Ext. 1-5324
 Email victor.madrigal@flysfo.com

CONTRACT ORDER

Modification - Increase

CONTRACT WITH:

- Decrease

**T1 PARTNERS, A JOINT VENTURE OF PARSONS
TRANSPORTATION GROUP, INC., THE ALLEN GROUP,
LLC. AND EPC CONSULTANTS, INC.**

Admin Updates

50 FREMONT STREET, SUITE 1500
SAN FRANCISCO, CA 94105

Department: 27 Airport Commission		Controller No.: 0000132968 (PS) 0000280090 (PS) 0000377052 (PS)
Department Contact: SUZANNE CULIN		Tel. No: (650) 821-7893
PS CONTRACT ID : 1000006149		Date: 01/22/2020 Page <u>1</u> of <u>1</u>
* Category Codes 96156	Supplier No. 0000010036	Job No: CT 9185.9
Period Covered: FROM 07/08/2013 TO 07/07/2020		Amount: \$0

FOR THE PURPOSE OF: MODIFICATION NO. 13 FOR SFIA CONTRACT NO. 9185.9

TO PERFORM TERMINAL 1/BOARDING AREA B REDEVELOPMENT PROGRAM MANAGEMENT SUPPORT SERVICES FOR A NOT-TO-EXCEED CONTRACT AMOUNT OF \$32,000,000. MODIFICATION NO. 13 ADMINISTRATIVELY MODIFY THE AGREEMENT TO RECOGNIZE PARSONS TRANSPORTATION GROUP INC COMPLETE WITHDRAWAL AS A MEMBER OF THE JOINT VENTURE THAT IS THE CONTRACTOR IN THE AGREEMENT.

**PSC NO: 4048-12/13 - \$40 MILLION
PSC FORM 2 - \$32,000,000
BOARD OF SUPERVISOR APPROVAL NO. 187-13**

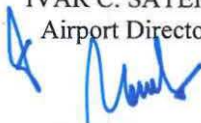
PREVIOUS ENCUMBRANCE	\$22,419,309.27	(DPAC14000161)
PREVIOUS ENCUMBRANCE	1,308,447.73	(PS-0000052365)
PREVIOUS ENCUMBRANCE	4,440,000.00	(PS-0000132968)
PREVIOUS ENCUMBRANCE	1,587,716.00	(PS-0000280090)
PREVIOUS ENCUMBRANCE	<u>2,244,526.84</u>	(PS-0000377052)
TOTAL CERTIFIED CONTRACT AMOUNT	\$31,999,999.84	

CONTRACT PERIOD: 07/08/2013 – 07/07/2020 WITH THE OPTION OF ADDITIONAL ONE-YEAR EXTENSIONS FOR A TOTAL TERM OF TEN (10) YEARS

CONTRACT AWARD: \$32 MILLION OVER THE NEXT 10 YEARS;
\$4,453,178.00 FOR THE FIRST YEAR OF SERVICE PER COMMISSION RESOLUTION NO. 13-0087; \$7,807,579.00 FOR YEAR 2 SERVICES PER COMMISSION RESOLUTION NO. 14-0067;
\$7,500,000.00 FOR YEAR 3 SERVICES PER COMMISSION RESOLUTION NO. 15-0142, AND
\$3,967,000.00 FOR YEAR 4 SERVICES PER COMMISSION RESOLUTION NO. 16-0174.
\$4,533,243.00 FOR YEAR 5 SERVICES PER COMMISSION RESOLUTION NO. 17-0124
\$2,389,000.00 FOR YEAR 6 SERVICES PER COMMISSION RESOLUTION NO. 18-0163
\$1,350,000.00 PER YEAR 7 SERVICES PER COMMISSION RESOLUTION NO. 19-0143

Insurance Required	The Allen Group	EPC Consultants
Worker's Comp.	\$1M-9/1/20	\$1M-5/5/20
Comp. Gen. Liab.	\$1M-9/1/20	\$1M-5/5/20
Automobile	\$1M-9/1/20	\$1M-5/5/20
Professional Liability	\$5M-2/1/20	\$5M-5/5/20
Excess Liability	\$4M-9/1/20	\$9M-5/5/20
MAIL INVOICE TO: SUZANNE CULIN		
San Francisco Airport Commission P.O. Box 8097 San Francisco, CA 94128		

RECOMMENDED AND APPROVED

By:  IVAR C. SATERO Airport Director		Chief Administrative Officer, Board of Supervisor		Materials, Supplies & Services Purchaser Real Property Leases & Rents Director of Property			Certification Date JAN 22 2020	
Ln. No.	Number	Amount	Account	Fund	Dept	Authority	Project	Activity
			527080	18521	109722	19697	10004205	0006

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

**Modification No. 13
Contract No. 9185.9
Program Management Support Services for
Terminal 1/Boarding Area B Redevelopment**

THIS MODIFICATION (this "Modification") is made as of **January 1, 2020**, in San Francisco, California, by and between **T1 Partners, Joint Venture** among The Allen Group, LLC, EPC Consultants, Inc., and Parsons Transportation Group, Inc., ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "**Commission.**"

RECITALS

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

WHEREAS, on April 16, 2013, by Resolution Number 13-0087, the Commission awarded this Agreement to the Contractor in the amount of \$4,453,178 for the first year of services; and

WHEREAS, Modification Nos. 1 and 2 incorporated administrative changes, including new labor and overhead rates and new subconsultants; and

WHEREAS, on April 22, 2014, by Resolution Number 14-0067, the Commission approved Modification No. 3 to the Agreement, increasing the contract not-to-exceed amount to \$12,260,757, and extending the Agreement through July 7, 2015; and

WHEREAS, Modification No. 4 incorporated administrative changes, including changes to labor and overhead rates and revision of the scope of services; and

WHEREAS, on July 7, 2015, by Resolution Number 15-0142, the Commission approved Modification No. 5 to the Agreement, increasing the contract not-to-exceed amount to \$19,760,757, and extending the Agreement through July 7, 2016. Modification No. 5 also incorporated administrative changes, including changes to labor and overhead rates and revision of the scope of services; and

WHEREAS, on June 1, 2016, by Resolution Number 16-0174, the Commission approved Modification No. 6 to the Agreement, increasing the contract not-to-exceed amount to \$23,727,757, and extending the Agreement through July 7, 2017. Modification No. 6, as drafted only increased the not-to-exceed amount to \$23,460,757, updated standard contractual clauses, and modified the base labor and overhead rates; and

WHEREAS, Modification No. 7 incorporated administrative changes, including changes to labor and overhead rates and revision of the scope of services. Modification No. 7 also added the remaining \$267,000 to the contract, approved by the Commission through Resolution Number 16-0174 on June 1, 2016; and

WHEREAS, on June 6, 2017, by Resolution No. 17-0124, the Commission approved Modification No. 8 to the Agreement, increasing the contract amount by \$4,533,243, for a new not-to-exceed total contract amount of \$28,261,000 and extending the term of the contract through July 7, 2018. Modification No. 8 also incorporated administrative changes, including changes to labor and overhead rates; and

WHEREAS, Modification No. 9 incorporated administrative changes, adjusting the overhead and labor rates and updating standard contractual clauses; and

WHEREAS, on June 5, 2018, by Resolution No. 18-0163, the Commission approved Modification No. 10 to the Agreement, which increased the contract amount by \$2,389,000, for a not-to-exceed total contract amount of \$30,650,000 and extended the term of the contract through July 7, 2019. Modification No. 10 also incorporated administrative changes, including amending Supplemental Appendix B.5, Calculation of Charges to adjust the overhead and labor rates; and

WHEREAS, Modification No. 11 incorporated administrative changes, adjusting the overhead rates; and

WHEREAS, on June 4, 2019, by Resolution No. 19-0143, the Commission approved Modification No. 12, which increased the contract amount by \$1,350,000, for a new not-to-exceed total contract amount of \$32,000,000, and extended the term of the contract through July 7, 2020; and

WHEREAS, City and Contractor desire to administratively modify the Agreement effective with this Modification No. 13 to recognize Parsons Transportation Group, Inc.'s complete withdrawal as a member of the joint venture that is the Contractor in the Agreement; 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 Agreement; and

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

Modification No. 1, effective date August 26, 2013
Modification No. 2, effective date February 21, 2014
Modification No. 3, effective date July 8, 2014
Modification No. 4, effective date February 18, 2015
Modification No. 5, effective date July 7, 2015
Modification No. 6, effective date June 1, 2016
Modification No. 7, effective date July 7, 2016
Modification No. 8, effective date June 6, 2017
Modification No. 9, effective date October 1, 2017
Modification No. 10, effective date June 5, 2018
Modification No. 11, effective date August 1, 2018; and
Modification No. 12, effective date June 4, 2019

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

2. Section 25. Notice to the Parties, is hereby deleted in its entirety and replaced with a **new Section 25. Notices to the Parties**, to read as follows:

25. 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: Suzanne Culin
Airport Program Manager
San Francisco International Airport
Planning, Design & Construction
P.O. Box 8097
San Francisco, California 94128
Email: suzanne.culin@flysfo.com

To Contractor: P.A. Kini
Chief Executive Officer
EPC Consultants, Inc.
655 Davis Street
San Francisco, California 94111
Email: Pkini@epcconsultants.com

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

Any notice of default must be sent by registered mail.

3. **Consent to Joint Venture Membership Assignment.** City hereby consents to the assignment of the joint venture membership in Contractor from Parsons Transportation Group, Inc. to the remaining two joint venture members, The Allen Group, LLC and EPC Consultants, Inc.

4. **Partial Release of Parsons.**

a. Parsons Transportation Group, Inc. shall maintain any insurance required by Subsection 15(e) of the Agreement, without lapse, for a period of three years commencing with the Effective Date of this Modification 13.

b. Subject to subparagraph 4(a), above, of this Modification, City hereby releases Parsons Transportation Group, Inc. from any contractual obligation or liability arising out of an act, error, or omission of Parsons Transportation Group, Inc. that first occurred after the Effective Date of this Modification 13. In all other respects, the requirements of Subsection 15(e) of the Agreement shall remain unaffected by this Modification 13.

5. **Supplemental Appendix B.5 Calculation of Charges**, is hereby amended as follows:






1. **Paragraph D.1 Billing Rates** of Supplemental Appendix B.5, Calculation of Charges, is deleted in its entirety and replaced with the following:

COMPANY	FAR Compliant Home Office Overhead	FAR Compliant Field Office Overhead
The Allen Group	125.43%	114.47%
EPC Consultants	115.68%	105.39%
AE3 Partners	148.51%	124.91%
Chaves and Associates	N/A	153.23
M Lee Corporation	136.5%	117.2%
Robin Chiang and Company	125%	115%
Saylor Consulting Group	125%	115%
Molly Duggan Associates	NA	115% *
La Costa Consulting Group	125%	115%
Futterman Consulting, Inc. (sole proprietor)	125% *	N/A
Faithful + Gould	125%	N/A
Swanson Rink	150%	N/A
TRANSSOLUTIONS	150%	N/A
First Circle Design	160%	135%

* Overhead rate shown

6. **Effective Date.** Each of the changes set forth herein shall be effective on and after January 1, 2020.
7. **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 Effective Date referenced above.

CITY	CONTRACTOR
<p>AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO</p> <p>By:  Ivar C. Satero, Airport Director</p>	<p> Authorized Signature</p> <p>Robert Davis, P.E. Northern California Regional Manager</p>
<p>Dennis J. Herrera City Attorney</p> <p>By:  Daniel A. Edington Deputy City Attorney</p>	<p>Parsons Transportation Group Inc. 1301 W. President George Bush Highway, Suite 350 Richardson Texas 75080 469-688-2435</p> <p> Authorized Signature for P.A. Kini Chief Executive Officer Partner of T1 Partners, Joint Venture</p>
	<p>EPC Consultants, Inc. 655 Davis Street San Francisco, California 94111 415-675-7580</p> <p> Authorized Signature</p> <p>Schatzie Jefferson President Partner of T1 Partners, Joint Venture</p> <p>The Allen Group, LLC 188 Embarcadero, Suite 460 San Francisco, California 94105 415-538-1830</p> <p>Supplier ID: 0000010036 Federal Employer ID Number: 38-3896477</p>